



# **PROBATION DEPARTMENT**

## **REQUEST FOR PROPOSALS**

### **TO PROVIDE**

## **OBSERVED BIOLOGICAL SPECIMEN COLLECTION FOR DRUG TESTING AND LABORATORY CONFIRMATION REPORTING SERVICES**

**DECEMBER 2, 2024**

Prepared By  
County of Los Angeles

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**RFP # 6402406**

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## APPENDICES:

- A Statement of Work:** Explains in detail the required services to be performed by the Contractor.
- B Statement of Work Technical Exhibits:** Attachments which accompany the Statement of Work.
- C Sample Contract:** Identifies the terms and conditions in the Contract.
- D Required Forms:** Forms that must be completed and included in the proposal.
- E Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- F County of Los Angeles Policy on Doing Business with Small Business:** County Policy
- G Jury Service Ordinance:** County Code
- H Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to Contract with the County for a specific length of time.
- I IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- J-L Intentionally Omitted**
- M Background and Resources: California Charities Regulation:** An information sheet intended to assist nonprofit agencies with compliance with SB 1262-the Nonprofit Integrity Act of 2004 and identify available resources.
- N Defaulted Property Tax Reduction Program:** County Code

## **1 INTRODUCTION**

- 1.1 The County Los Angeles Probation Department (Department) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Reporting Services.

The selected Contractor shall provide observed biological specimen collection for drug testing and laboratory confirmation reporting services, including but not limited to the following, as further described in Appendix A (Statement of Work) to this RFP. Contractor shall provide sufficient staff, equipment, and supplies to perform observed biological specimen collection (urine and/or saliva), and provision of drug testing supplies (collection cups, bio bags, chain of custody documents, and collection bins) at locations listed in Technical Exhibit 4 (Contractor Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). Contractor shall provide drug testing supplies (collection cups, bio bags, chain of custody documents, and collection bins) at locations listed in Technical Exhibit 4a (County Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). The County may add or delete locations at any time during the term of the Contract.

The selected Contractor shall additionally provide the County access to a web-based Drug Testing Information Management System (DTIMS) to house and manage drug testing and drug test results information. Contractor shall deliver information about drug testing and drug testing results from its DTIMS to existing Department systems specified in Appendix A (Statement of Work) to this RFP on a real-time basis via an interface and shall provide technology to ensure the ability to deliver that information to future Department systems.

- 1.2 Titles, captions and headings contained in this RFP are inserted as a matter of convenience and for reference and are not intended and shall not be deemed or construed to define, limit, extend or otherwise describe the scope or any provision of this RFP. Capitalized terms used in this RFP without definition have the meanings given to such terms in Appendix C (Sample Contract) to this RFP.

## **2 PURPOSE-AGREEMENT FOR OBSERVED BIOLOGICAL COLLECTION FOR DRUG TESTING AND LABORATORY CONFIRMATION REPORTING SERVICES**

### **2.1 Statement of Work**

The selected Contractor shall provide the services and other work described in Appendix A (Statement of Work) of this RFP. The selected

Contractor shall be expected to implement the requirements outlined in Appendix A (Statement of Work) to this RFP.

## **2.2 Sample Agreement: County Terms and Conditions**

Appendix C (Sample Contract) to this RFP provides the terms and conditions that will be used for any Contract resulting from this RFP.

### **2.2.1 Anticipated Contract Term**

The resulting Contract term shall be for a five (5) year period, unless terminated or extended in whole or in part, as provided in the Contract. Contingent upon available funding, the Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional and consecutive thirty (30) month periods for a total maximum Contract term of ten (10) years.

Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

### **2.2.2 Contract Rates**

The selected Contractor's rates shall remain firm and fixed for the initial term of the Contract.

Thereafter, if requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this

Paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties.

### **2.2.3 Days of Operation**

The selected Contractor shall provide contracted services during the days and hours specified in Appendix A: Statement of Work to this RFP.

### **2.2.4 Indemnification and Insurance**

The selected Contractor will be required to comply with the provisions contained in Paragraph 8.23 (Indemnification) of Appendix C (Sample Contract) to this RFP. The contractor must procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of Appendix C (Sample Contract) to this RFP.

## **3 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS**

3.1 Interested and qualified Proposers that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix A (Statement of Work) to this RFP are invited to submit a proposal(s), provided they meet the following mandatory requirements:

3.1.1 The Proposer must submit a proposal by **January 23, 2025, 12:00 p.m., PT.**

3.1.2 The Proposer must demonstrate a minimum of two (2) years experience within the past three (3) years in administering Federal, State, County or City contracts.

3.1.3 The Proposer must provide proof they are certified by the U.S. Department of Health & Human Services Substance Abuse and Mental Health Administration (SAMHSA). Attach copies of proficiency reports for the last two (2) years.



- 3.1.4 The Proposer must have at least three (3) years of experience within the last five (5) years deploying drug testing management applications for a minimum of five (5) separate clients.
- 3.1.5 The Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address of the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms).
- 3.1.6 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

## **4 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

The County is not responsible for representations made by any of its officers or employees prior to adoption by the County Board of Supervisors of the contract unless such understanding or representation is included in the contract.

### **4.2 Final Contract Award by the Board of Supervisors**

Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resulting Contract, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **4.3 County's Option to Reject Proposals**

The Proposers are hereby advised that this RFP is a solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a Contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all

proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel this RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

#### **4.4 County's Right to Amend Request for Proposals**

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the RFP and any authorized written addenda thereto. Each addendum will be made available to each person or organization which County records indicate has received this RFP. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

#### **4.5 Background and Security Investigations**

4.5.1 Background and security investigations of contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor. The resulting Contract will require Contractor to be responsible for the ongoing implementation and monitoring of Subparagraphs 4.5.1.1 through 4.5.1.6 as incorporated into the resulting Contract. On at least a quarterly basis, the Contractor will be required to report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from the County.

4.5.1.1 The Contractor shall submit the names of the Contractor's or subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or subcontractor's employees at any time.

**The Contractor's or any subcontractor's employees shall not begin work on the resulting Contract before receiving written notification of clearance from the County.**

- 4.5.1.2 No personnel employed by the Contractor or a subcontractor for this service having access to Department information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.
- 4.5.1.3 The County reserves the right, in its sole discretion, to preclude the Contractor or any subcontractor from employment or continued employment of any individual performing services under the resulting Contract.
- 4.5.1.4 No Contractor or subcontractor staff providing services under the resulting Contract shall be on active probation or parole.
- 4.5.1.5 The Contractor or the subcontractor staff performing services under the resulting Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 4.5.1.6 Because the County is charged by the State of California for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

#### **4.6 County's Quality Assurance Plan**

After Contract award, the County or its agent will monitor the Contractor's performance under the Contract on a periodic basis. Such monitoring will include assessing the Contractor's compliance with all terms and conditions in the Contract and performance standards identified in Appendix A (Statement of Work) to this RFP. The Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report 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 the Contract in whole or in part, or impose other penalties as specified in the Contract.

## **5 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when 1) Contract negotiations are complete; 2) Probation receives a letter from the recommended Proposer's authorized officer that the negotiated Contract is the firm offer of the recommended Proposer; and 3) Probation releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)).

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the proposer as "Trade Secret", "Confidential", or "Proprietary".

5.1.2 The County will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential will not be deemed sufficient notice of exception. The proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets", "Confidential", or "Proprietary", in nature.

5.1.3 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 "Confidential", "Trade Secrets", or "Proprietary", proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with

any action, proceedings, or liability arising in connection with the Public Records Act request.

## **5.2 Contact with County Personnel**

All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

**Oscar Rivas, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
Email address: [Oscar.Rivas@probation.lacounty.gov](mailto:Oscar.Rivas@probation.lacounty.gov)  
Fax#: (562) 658-2307

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

## **5.3 Mandatory Requirement to Register on County's WebVen**

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

## **5.4 Protest Policy Review Process**

5.4.1 Under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) any prospective proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Subparagraph 5.4.3.1 below. Additionally, any actual proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in Subparagraphs 5.4.3.2 and 5.4.3.3 below. It is the responsibility of the proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a proposer protest. In all cases, the County reserves the right to

make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### **5.4.3 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services Contract provided for under Board Policy No. 5.055 ([Services Contract Solicitation Protest](#)) are limited to the following:

5.4.3.1 Review of Solicitation Requirements (reference Paragraph 7.4 Proposal Submission Requirements Section)

5.4.3.2 Review of Disqualified Proposal (reference Paragraph 8.3 Selection Process and Evaluation Criteria Section)

5.4.3.3 Review of Proposed Contractor Selection (reference Paragraph 8.7 Department's Proposed Contractor Selection Review).

## **5.5 Injury and Illness Prevention Program**

5.5.1 The Contractor shall be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

## **5.6 Confidentiality and Independent Contractor Status**

5.6.1 As appropriate, the resulting Contractor shall be required to comply with Paragraph 7.6 (Confidentiality and Security) and Paragraph 8.22 (Independent Contractor Status), contained in Appendix C (Sample Contract) to this RFP.

## **5.7 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of a contractor.

Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 5 (Certification of No Conflict of Interest) of Appendix D (Required Forms) to this RFP.

## **5.8 Determination of Proposer Responsibility**

- 5.8.1 A responsible proposer is a proposer 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 proposers.
- 5.8.2 Proposers are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may determine whether the proposer is responsible based on a review of the proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the proposer had no knowledge must not be the basis of a determination that the proposer is not responsible.
- 5.8.3 The County may declare a proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the proposer 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 proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or omission which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.
- 5.8.4 If there is evidence that the apparent highest ranked proposer may not be responsible, the Department will notify the proposer in writing of the evidence relating to the proposer's responsibility, and its intention to recommend to the Board of Supervisors that the proposer be found not responsible. The Department will provide the proposer and/or the proposer's representative with an opportunity to present evidence as to why the proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.8.5 If the proposer presents evidence in rebuttal to the Department, the Department will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the proposer will reside with the Board of Supervisors.

5.8.6 These terms will also apply to proposed subcontractors of proposers on County contracts.

## **5.9 Proposer Debarment**

5.9.1 The proposer is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the County may debar the proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the proposer 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 proposer'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. These terms will also apply to proposed subcontractors of proposers on County contracts.

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

5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment.



The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where 1) the Proposer 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.
- 5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.9.8 These terms shall also apply to proposed subcontractors of the Proposers on County contracts.

5.9.9 Appendix H (Listing of Contractors Debarred in Los Angeles County) to this RFP provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.10 Adherence to County's Child Support Compliance Program**

5.10.1 The Proposers shall: 1) fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **5.11 Gratuities**

### **5.11.1 Attempt to Secure Favorable Treatment**

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

### **5.11.2 Proposer Notification to County**

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

Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

### **5.11.3 Form of Improper Consideration**

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

## **5.12 Notice to Proposers Regarding the County Lobbyist Ordinance**

5.12.1 The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting Exhibit 6 (Familiarity with the County Lobbyist Ordinance Certification) of Appendix D (Required Forms) to this RFP, as part of their proposal.

## **5.13 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I (IRS Notice 1015).

## **5.14 Consideration of GAIN-START Participants for Employment**

5-14-1 As a threshold requirement for consideration for contract award, proposers must demonstrate a proven record of hiring participants in the County's [Department of Public Social Services Greater](#)

[Avenues for Independence \(GAIN\) or Skills and Training to Achieve Readiness for Tomorrow \(START\) Programs](#) or must attest to a willingness to consider GAIN/START participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must attest to a willingness to provide employed GAIN/START participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

5-14-2 The Proposers who are unable to meet this requirement shall not be considered for Contract award. The Proposers shall submit a completed Exhibit 9 (Attestation of Willingness to Consider GAIN-START Participants) of Appendix D (Required Forms) to this RFP, along with their proposal.

### **5.15 Recycled Bond Paper**

5.15.1 The Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Paragraph 8.39 (Recycled Bond Paper) of Appendix C (Sample Contract) to this RFP.

### **5.16 Jury Service Program**

5.16.1 The prospective Contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G (Jury Service Ordinance) and Paragraph 8.8 (Compliance with the County's Jury Service Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both the contractors and their subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.16.2 The Jury Service Program requires the contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the employee's regular pay the fees received for jury service. For purposes of the Jury Service

Program, “employee” means any California resident who is a full-time employee of a contractor and “full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

5.16.3 There are two (2) ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership, corporation 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. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to the contractors that have 1) ten (10) or fewer employees; and, 2) annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the resulting Contract is less than five hundred thousand dollars (\$500,000), and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation.” The second exception applies to the contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.16.4 If a proposer does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the proposer must so indicate in Exhibit 10 (Contractor Employee Jury Service Program Certification Form and Application for Exception) of Appendix D (Required Forms) to this RFP, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the proposer’s application, the County will determine, in its sole discretion, whether the proposer falls within the definition of

Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

#### **5.17 Intentionally Omitted**

#### **5.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The proposer must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the proposer 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. This information must be provided by the proposer in Exhibit 1, (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms). Failure of the proposer to provide this information may eliminate its proposal from any further consideration. Proposer will have a continuing obligation to notify the County and update any changes to its response in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

#### **5.19 Proposer's Charitable Contributions Compliance**

5.19.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Proposers should carefully read Appendix M (Background and Resources: California Charities Regulation) to this RFP. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million dollars (2,000,000) of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.19.2 All Proposers must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 19 (Charitable Contributions Certification) in Appendix D (Required Forms) to this RFP.

A completed Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms) is a required part of any agreement with the County.

5.19.3 In Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms), prospective Contractors certify either that:

5.19.3.1 They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become

subject to coverage of those laws during the term of a County agreement,

- OR -

5.19.3.2 They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.19.4 Proposers that do not complete Exhibit 19 (Charitable Contributions Certification) of Appendix D (Required Forms) as part of the solicitation process may, in the County's sole discretion, be disqualified from Contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **5.20 Defaulted Property Tax Reduction Program**

5.20.1 The prospective Contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program"), (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read Appendix N (Defaulted Tax Program Ordinance) and the pertinent provisions in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) and 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Tax Reduction Program) of Appendix C (Sample Contract), both of which are incorporated by reference into and made a part of this RFP. The Defaulted Tax Program applies to both contractors and their subcontractors.

The Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and

shall maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Exhibit 20 (Certification of Compliance with the County's Defaulted Property Tax Reduction Program) in Appendix D (Required Forms) to this RFP. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

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

## **5.21 Time Off for Voting**

5.21.1 The resulting 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.

## **5.22 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

5.22.1 On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero-tolerance policy on human trafficking. The policy prohibits the contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

5.22.2 Proposers are required to complete Exhibit 21 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix D (Required Forms) to this RFP, certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix C (Sample Contract). Further, the resulting Contractor shall be required to comply with the requirements under said provision for the term of any Contract awarded pursuant to this solicitation.

## **5.23 Intentionally Omitted**



## **5.24 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**

- 5.24.1 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).
- 5.24.2 Upon Contract award or at the request of the A-C and/or the Department, the Contractor shall submit a direct deposit authorization request with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.24.3 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.
- 5.24.4 Upon Contract award or at any time during the duration of the resulting Contract, the resulting Contractor may submit a written request for an exemption to this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **5.25 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**

- 5.25.1 On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government [Code Section 12952](#).
- 5.25.2 Proposers are required to complete Exhibit 23 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix D (Required Forms) to this RFP, certifying that they, and their subcontractors, are in full compliance with [Section 12952](#), as indicated in Appendix C (Sample Contract) to this RFP.

Further, the resulting Contractor and their subcontractors are required to comply with the requirements under [Section 12952](#) for the term of any Contract awarded pursuant to this solicitation.

## **5.26 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 Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).

## **5.27 Community Business Enterprise Participation**

- 5.27.1 The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County contract eligible procurement dollars will go to certified CBEs. The program also maintains data on the types of businesses registered as CBEs and their utilization. The Proposer's CBE participation must be reflected in Exhibit 1a (Community Based Enterprise (CBE) Information) form in Appendix D (Required Forms).
- 5.27.2 All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The Proposer must make documents related to these good faith efforts available to the County upon request.
- 5.27.3 To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Economic Opportunity (DEO): [CBESBE@opportunity.lacounty.gov](mailto:CBESBE@opportunity.lacounty.gov) with the subject “Request for CBE Listing.” For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@opportunity.lacounty.gov](mailto:OSB@opportunity.lacounty.gov).

5.27.4 The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

## **5.28 Contribution and Agent Declaration**

[Government Code Section 84308](#) requires a party to a contract proceeding to disclose any contribution of more than \$250 made to a County officer within the preceding twelve (12) months by the party or their agent. State regulations require this disclosure to be made at the time an application is filed, and, if a contribution is made during the contract proceeding, within 30 days of making a contribution or on the date on which the party first appears before or communicates with the agency regarding the proceeding after making the contribution, whichever is earliest. All Proposers are advised that they and all of their Subcontractors must complete and return as part of the proposal, the Contribution and Agent Declaration included in Exhibit 24 (Contribution and Agent Declaration Form) of Appendix D (Required Forms). Proposers are further advised that they and their Subcontractors must update the Contribution and Agent Declaration Form throughout the pendency of the solicitation if a contribution is made after the initial disclosure when the proposal is submitted, and as requested at any time by the County prior to contract award. Failure by the Proposer or any Subcontractor(s) to complete and submit the required Contribution and Agent Declaration Form in Exhibit 24, and failure by the Proposer or any Subcontractor(s) to update the declaration as required by law or as otherwise requested by the County, may eliminate the proposal from further consideration and/or the Proposer may be disqualified from a contract award, as determined in the County's sole discretion. Further, all Proposers and their Subcontractors are prohibited under [Government Code Section 84308](#) from making a contribution of more than \$250 to a County officer for twelve (12) months after the date a final decision is made in the contract proceeding involving this solicitation.

## **6 COUNTY'S PREFERENCE PROGRAMS**

### **6.1 Overview of County's Preference Programs**

6.1.1 The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and

simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

- 6.1.2 The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.
- 6.1.3 In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.
- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.
- 6.1.5 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F to this RFP.

## **6.2 Local Small Business Enterprise (LSBE) Preference Program**

- 6.2.1 The County will apply the LSBE preference during the solicitation process to businesses that meet the definition of an LSBE for solicitations not subject to the federal restriction on geographical preferences, consistent with [Chapter 2.204 of the Los Angeles County Code](#).
- 6.2.2 The business must be certified by DCBA prior to requesting the LSBE preference in a solicitation. To apply for certification as an LSBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.
- 6.2.3 Businesses requesting the LSBE preference must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit a letter of certification from the DCBA with their proposal.

## **6.3 Local Small Business Enterprise (LSBE) Prompt Payment Program**

It is the intent of the County that Certified LSBEs receive prompt payment for services they provide to County Departments. Prompt payment is

defined as fifteen (15) calendar days after receipt of an undisputed invoice consistent with [Chapter 3.035 of the Los Angeles County Board of Supervisors Policy Manual](#).

#### **6.4 Social Enterprise (SE) Preference Program**

6.4.1 The County will apply the SE preference during the solicitation process to businesses that meet the definition of an SE for solicitations subject to the federal restriction on geographical preferences, consistent with [Chapter 2.205 of the Los Angeles County Code](#). A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce (as defined in Chapter 2.205 of the Los Angeles County Code) or providing social, environmental and/or human justice services; and
- 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

6.4.2 The business must be certified by DCBA, prior to requesting the SE preference in a solicitation. To apply for certification as an SE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.4.3 Businesses requesting the SE preference must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit their SE certification approval letter (“Certification for Non-Federally Funded Solicitations”) from the DCBA with their proposal.

6.4.4 Further information on SEs also available on the DCBA’s website at: <http://dcba.lacounty.gov>

#### **6.5 Disabled Veteran Business Enterprise (DVBE) Preference Program**

6.5.1 The County will apply the DVBE preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with [Chapter 2.211 of the Los Angeles County Code](#). A DVBE vendor is defined as:

- 1) A business which is certified by the State of California as a DVBE; or

- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs' (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

6.5.2 The business must be certified by DCBA, prior to requesting the DVBE preference in a solicitation. To apply for certification as a DVBE, businesses should contact DCBA at <http://dcba.lacounty.gov>.

6.5.3 Businesses requesting the DVBE preference must complete and submit Exhibit 7 (Request for Preference Program Consideration) in Appendix D (Required Forms) and submit their DVBE certification approval letter from the DCBA with their proposal.

6.5.4 Information about the State of California's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

6.5.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>

## **7 PROPOSAL SUBMISSION REQUIREMENTS**

### **7.1 Proposal Submission Information**

Section 7 (Proposal Submission Requirements) contains key project dates and activities as well as instructions to the Proposers in how to prepare and submit their proposal.

### **7.2 Truth and Accuracy of Representations; Firm Offer**

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

7.2.2 All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

### 7.3 RFP Timetable

7.3.1 The timetable for this RFP is as follows:

- Release of RFP.....**December 2, 2024.**
- Request for a Solicitation Requirement Review Due  
.....**December 13, 2024, 12:00 p.m., PT.**
- Written Questions Due.....**December 13, 2024, 12:00 p.m., PT.**
- R.S.V.P. for the Virtual Proposers' Conference  
.....**December 18, 2024, 12:00 p.m., PT.**
- Virtual Proposers' Conference  
.....**December 19, 2024, 2:00 p.m., PT.**
- **Proposals due by .....January 23, 2025, 12:00 p.m., PT.**

### 7.4. Solicitation Requirements Review

7.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E (Transmittal Form to Request a Solicitation Requirements Review) to this RFP to the Department as described in Paragraph 7.4 (Solicitation Requirements Review). A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document (generally within ten (10) business days of the issuance of the solicitation document – see Section 7.3 above for the deadline for this RFP).
2. The request includes documentation (e.g., letterhead, business cards, etc.), which identifies the underlying authority of the person or entity to submit a proposal;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

All Requests for a Solicitation Requirements Review shall be submitted by mail to:

**Tasha Howard, Division Manager  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Fax #: (562) 658-2307**

## **7.5 Proposers' Questions**

- 7.5.1 The Proposers may submit written questions regarding this RFP by mail, fax, or e-mail to the individual identified below. All questions must be received by **December 13, 2024, 12:00 p.m., PT.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

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



Questions should be addressed to:

**Oscar Rivas, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
Email address: [Oscar.Rivas@probation.lacounty.gov](mailto:Oscar.Rivas@probation.lacounty.gov)  
Fax#: (562) 658-2307

## **7.6 Intentionally Omitted**

## **7.7 Virtual Proposers' Conference**

7.7.1 A Virtual Proposers' Conference will be held on **December 19, 2024, 2:00 p.m., PT** to discuss the RFP. The County staff will respond to questions from potential Proposers.

7.7.2 Prospective Proposers shall R.S.V.P. to the contract analyst identified in Subparagraph 7.5.1 on or before **December 18, 2024, 12:00 p.m., PT**. The Proposers must provide the name, title, e-mail address, and phone number of the representatives who will be attending the Virtual Proposers' Conference. The County will be using Microsoft Teams live streaming video conferencing platform for this event. **Only Prospective Proposers who R.S.V.P. for the conference will receive an emailed invitation with the Microsoft Teams meeting URL.**

## **7.8 Preparation of the Proposal**

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All proposals must be bound and submitted in the prescribed format. Any proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

## **7.9 Business Proposal Format**

**7.9.1 The content and sequence of the proposal must be as follows:**

7.9.1.1 Proposer's Organization Questionnaire/Affidavit and Required Support Documents

7.9.1.2 Table of Contents

7.9.1.3 Executive Summary (Section A)

7.9.1.4 Proposer's Qualifications (Section B)

7.9.1.5 Proposer's Approach to Provide Required Services (Section C)

7.9.1.6 Proposer's Quality Control Plan (Section D)

7.9.1.7 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section E)

7.9.1.8 Business Proposal Required Forms (Section F)

## **7.9.2 Proposer's Organization Questionnaire/Affidavit and Required Support Documents**

The Proposer shall complete, sign and date Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix D (Required Forms) to this RFP. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a contract.

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

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

### **7.9.3 Required Support Documents:**

#### **Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

- 2) A conformed copy of the most recent “Statement of Information” as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

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

**7.9.4 Table of Contents**

List all material included in the proposal. Include a clear definition of the material, identified by sequential page numbers and by section and paragraph reference numbers.

**7.9.5 Executive Summary (Section A)**

Condense and highlight the contents of the Proposer’s Business Proposal to provide the Department with a broad understanding of the Proposer’s approach, qualifications, experience, and staffing.

**7.9.6 Proposer’s Qualifications (Section B)**

Demonstrate that the Proposer’s organization has the experience and financial capability to perform the required services. The following sections must be included:

**7.9.6.1 Proposer’s Background and Experience (Section B.1)**

Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum requirement(s) stated in Section 3 (Proposer’s Minimum Mandatory Qualifications) of this RFP and has the capability to perform the required services as a corporation or other entity.

Include a resume for the Project Director, demonstrating that the Project Director has managed at least five (5) solution implementations for organizations of similar size and complexity. Must have effective leadership, communication, presentation skill, and is a current employee of the Proposer. The resume must include dates for the positions listed.

Include a resume for the Project Manager, demonstrating that the Project Manager has a minimum of three (3) years' experience within the last five (5) years providing the required services and is a current employee of the Proposer. The resume must include dates for the positions listed.

#### 7.9.6.2 Proposer's References (Section B.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both Exhibit 2 (Prospective Contractor References) and Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms) to this RFP.

1. The County may disqualify a Proposer as non-responsive and/or non-responsible if:
  - a) references fail to substantiate the Proposer's description of the services provided; or
  - b) references fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
  - c) the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.
- 2) The Proposer must complete and include the following Required Forms:
  - a) Exhibit 2 (Prospective Contractor References) in Appendix D (Required Forms) to this RFP. The Proposer must provide five (5) references where the same or similar scope of services was provided. If more than five (5) references are provided, only the first five (5) listed will be contacted.

- b) Exhibit 3 (Prospective Contractor List of Contracts) in Appendix D (Required Forms) to this RFP. The listing must include all Public Entities Contracts for the last three (3) years. Use additional sheets if necessary.
- c) Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms) to this RFP. Listing must include contracts terminated within the past three (3) years with a reason for termination.

#### 7.9.6.3 Proposer's Financial Capability (Section B.3)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2023 and 2022) financial statements. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

#### 7.9.6.4 Proposer's Pending Litigation and Judgments (Section B.4)

Identify by name, case and court jurisdiction any pending litigation in which the Proposer is involved, or judgments against the Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

### **7.9.7 Proposer's Approach to Provide Required Services (Section C)**

The Proposer's Approach to Provide Required Services section of the Business Proposal shall present a description of the techniques that the firm will employ in meeting the objectives described in Appendix A (Statement of Work). This section shall be a comprehensive plan to show how the Proposers will provide the

services requested by the County including, but not limited to the following:

Section C1: Scope of Work (SOW Section 1.0)

Section C2: Specific Tasks (SOW Section 2.0)

Section C3: Ongoing Tasks Related to Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Reporting Services (SOW Section 2.1)

Section C4: Drug Testing Information Management System (DTIMS) (SOW Section 2.2)

Section C5: Ongoing Reporting Procedures and Standards (SOW Section 2.3)

Section C6: Storage of Specimens (SOW Section 2.4)

Section C7: Procedures for Specimen Integrity (SOW Section 2.5)

Section C8: Retests of Specimen on Request (SOW Section 2.6)

Section C9: Consultation (SOW Section 2.7)

Section C10: Optional Work (SOW Section 2.8)

Section C11: Quality Control (SOW Section 3.0)

Section C12: Quality Assurance Plan (SOW Section 4.0)

Reference to or repetition of scope, objectives, and requirements from this RFP does not constitute a “good understanding” of the project. Complete, yet concise, supplementary procedures, methods, explanations, and descriptions are also required to make possible the County’s evaluation as to the Proposer’s understanding.

#### **7.9.8 Proposer’s Quality Control Plan (Section D)**

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A (Statement of Work) to this RFP and Technical Exhibit 1 (Performance Requirements

Summary Chart) in Appendix B (Statement of Work Technical Exhibits) to this RFP.

The following factors may be included in the plan:

- 7.9.8.1 Activities to be monitored to ensure compliance with all Contract requirements;
- 7.9.8.2 Monitoring methods to be used;
- 7.9.8.3 Frequency of monitoring;
- 7.9.8.4 Samples of forms to be used in monitoring;
- 7.9.8.5 Title/level and qualifications of personnel performing monitoring functions; and
- 7.9.8.6 Documentation methods of all monitoring results, including any corrective action taken.

**7.9.9 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work: Acceptance of/ or Exceptions to (Section E)**

- 7.9.9.1 It is the duty of every Proposer to thoroughly review Appendix C (Sample Contract) and Appendix A (Statement of Work) to this RFP to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

Proposers are further notified that the County may, in its sole determination, disqualify any proposer with whom the County cannot satisfactorily negotiate a contract.

7.9.9.2 Section E of the Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C (Sample Contract);
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A (Statement of Work); and

For each exception, the Proposer shall provide:

1. An explanation of the reason(s) for the exception;
2. The proposed alternative language; and
3. A description of the impact, if any, of the exception to the Proposer's price.

7.9.9.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if the Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

#### **7.9.10 Business Proposal Required Forms (Section F)**

Proposal shall include all completed, signed, and dated the following forms identified in Appendix D (Required Forms). NOTE: Exhibits 11 (Pricing Sheet) and 12 (Certification of Independent Price Determination & Acknowledgement of RFP Restrictions) to Appendix D are NOT to be included in the Business Proposal, but instead are to be included in the Cost Proposal. Additionally, Exhibits 13-18 and 22 to Appendix D are Intentionally Omitted.



|               |   |
|---------------|---|
| Exhibit 1     | Proposer's Organization Questionnaire /Affidavit  |
| Exhibit 1a    | Community Business Enterprise (CBE) Information   |
| Exhibit 2     | Prospective Contractor References   |
| Exhibit 3     | Prospective Contractor List of Contracts  |
| Exhibit 4     | Prospective Contractor List of Terminated Contracts   |
| Exhibit 5     | Certification of No Conflict of Interest  |
| Exhibit 6     | Familiarity with the County Lobbyist Ordinance Certification                                  |
| Exhibit 7     | Request for Preference Consideration  |
| Exhibit 8     | Proposer's EEO Certification  |
| Exhibit 9     | Attestation of Willingness to Consider GAIN-START Participants                                |
| Exhibit 10    | Contractor Employee Jury Service Program Certification Form and Application for Exception     |
| Exhibit 11-12 | Cost Forms, included in the Cost Proposal   |
| Exhibit 13-18 | Intentionally Omitted   |
| Exhibit 19    | Charitable Contributions Certification (2004 Non-Profit Integrity Act (SB 1262, Chapter 919)) |
| Exhibit 20    | Certification of Compliance with the County's Defaulted Property Tax Reduction Program        |
| Exhibit 21    | Zero Tolerance Policy on Human Trafficking Certification                                      |
| Exhibit 22    | Intentionally Omitted   |
| Exhibit 23    | Compliance with Fair Chance Employment Hiring Practices Certification                         |
| Exhibit 24    | Contribution and Agent Declaration Form   |

## **7.10 Cost Proposal Format**

7.10.1. The content and sequence of the proposal must be as follows:

7.10.1.1 Cover Page identifying, at a minimum, the RFP and the Proposer's name.

7.10.1.2 Exhibit 11 (Pricing Sheet) in Appendix D (Required Forms)

7.10.1.3 Exhibit 12 (Certification of Independent Price Determination and Acknowledgement of RFP Restrictions) in Appendix D (Required Forms)

## **7.11 Firm Offer-Withdrawal of Proposal**

7.11.1 Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

## **7.12 Proposal Submission**

7.12.1 The original Business Proposal, six (6) paper copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“BUSINESS PROPOSAL FOR OBSERVED BIOLOGICAL  
SPECIMEN COLLECTION FOR DRUG TESTING AND  
LABORATORY CONFIRMATION REPORTING SERVICES”**

The original Cost Proposal, six (6) paper copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**“COST PROPOSAL FOR OBSERVED BIOLOGICAL  
SPECIMEN COLLECTION FOR DRUG TESTING AND  
LABORATORY CONFIRMATION REPORTING SERVICES”**

The proposal(s) shall be delivered or mailed to:

**County of Los Angeles Probation Department  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Attention: Oscar Rivas, Contract Analyst  
(562) 658-4319**

It is the sole responsibility of the submitting Proposer to ensure that its proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any proposals received after the scheduled closing date and time for receipt of proposals, as listed in Paragraph 7.3 (RFP Timetable), will not be accepted and returned to the sender unopened. Timely hand-delivered proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

## **8 SELECTION PROCESS AND EVALUATION CRITERIA**

### **8.1 Selection Process**

- 8.1.1 The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of proposals on **January 23, 2025, 12:00 p.m., PT.**

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The County may also, at its option, invite the Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective Contractor has been selected, the County and the prospective Contractor(s) will negotiate a Contract for submission to the Board of Supervisors for its consideration and

possible approval. If a satisfactory Contract cannot be negotiated, the County may, at its sole discretion, begin the Contract negotiations with the next qualified Proposer who submitted a proposal, as determined by the County.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a proposal other than the proposal receiving the highest number of points if the County determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interest of the County.

## **8.2 Adherence to Minimum Mandatory Requirements (Pass-Fail)**

8.2.1 The County shall review the Proposer's submitted Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) in Appendix D (Required Forms) and determine if the Proposer meets the minimum mandatory requirements as outlined in Paragraph 3 (Proposer's Minimum Mandatory Qualifications) of this RFP.

Failure of the Proposer to comply with the minimum requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

## **8.3 Disqualification Review**

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

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in this RFP – see Section 7.3 above for the deadline for this RFP); and

2. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

The Proposer can also be disqualified for Paragraph 5.8 (Determination of Proposer Responsibility).

#### **8.4 Business Proposal Evaluation and Criteria (75%)**

**8.4.1** Any reviews conducted during the evaluation of the proposal may result in a point reduction.

##### **8.4.2 Proposer's Qualifications (30%)**

The Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Paragraph 7.9.6.1 (Proposer's Background and Experience (Section B.1)) of the proposal.

The Proposer will be evaluated on the verification of references provided in Subparagraph 7.9.6.2 (Proposer's References (Section B.2)) of the proposal. In addition to the references provided, a review will include the Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other Contracts. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

A review will be conducted to evaluate the Proposer's financial capability as provided in Subparagraph 7.9.6.3 (Proposer's Financial Capability (Section B.3)) of the proposal.

A review will be conducted to determine the significance of any litigation or judgments pending against the Proposer as provided in Subparagraph 7.9.6.4 (Proposer's Pending Litigation and Judgment (Section B.4)) of the proposal.

#### **8.4.3 Proposer's Approach to Providing Required Services (35%)**

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Subparagraph 7.9.7 (Proposer's Approach to Provide Required Services (Section C)) of the proposal.

#### **8.4.4 Quality Control Plan (10%)**

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the information provided in Subparagraph 7.9.8 (Proposer's Quality Control Plan (Section D)) of the proposal.

#### **8.4.5 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work**

The Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in Appendix C (Sample Contract) and the Requirements of the Statement of Work outlined in Appendix A (Statement of Work), as stated in Subparagraph 7.9.9 (Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (: Acceptance of/or Exceptions to (Section E)) of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

The Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

#### **8.5 Cost Proposal Evaluation Criteria (25%)**

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the preference, the cost component points will be determined as follows:

Fifteen percent (15%) of the lowest cost proposed will be calculated, not to exceed \$150,000, and that amount will be deducted from the cost submitted by all Proposers who requested and were granted the preference.

In no case shall any preference be combined to exceed fifteen percent (15%) of the lowest responsible bid meeting specifications.

## **8.6 Intentionally Omitted**

## **8.7 Department's Proposed Contractor Selection Review**

### **8.7.1 Departmental Debriefing Process**

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the RFP with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because the contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subparagraph 8.7.2 Proposed Contractor Selection Review), if the requesting Proposer is not satisfied with the results of the Debriefing.

### **8.7.2 Proposed Contractor Selection Review**

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Subparagraph 8.7.2 (Proposed Contractor Selection Review) may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
2. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
  - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
  - d. Another basis for review as provided by state or federal law; and
3. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the



request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review. (See Paragraph 8.8 (County Independent Review Process) below.)

**8.8 County Independent Review Process**

8.8.1 Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all the following criteria:

1. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
2. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review as listed in Paragraph 8.7.2 (Proposed Contractor Selection Review) above.

Upon completion of the County Independent Review, the County's Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

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**APPENDIX A**  
**RFP STATEMENT OF WORK**

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**APPENDIX A  
STATEMENT OF WORK (SOW)**

**1.0 SCOPE OF WORK**

The Contractor shall provide observed biological specimen collection, drug testing supplies, courier, laboratory drug testing, and reporting services. Contractor shall provide sufficient staff, equipment, and supplies to perform observed biological specimen collection (urine and/or saliva), and provision of drug testing supplies (collection cups, bio bags, chain of custody documents, and collection bins) at locations listed in Technical Exhibit 4 (Contractor Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). Contractor shall provide drug testing supplies (collection cups, bio bags, chain of custody documents, and collection bins) at locations listed in Technical Exhibit 4a (County Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). The County may add or delete locations at any time during the term of the Contract.

Contractor shall additionally provide the County access to a web-based Drug Testing Information Management System (as further defined in the Contract, DTIMS or System) to house and manage drug testing and drug test results information. Contractor shall deliver information about drug testing and drug testing results from its DTIMS to existing Probation systems specified in this SOW on a real-time basis via an interface and will provide technology to ensure the ability to deliver that information to future Probation systems.

Whether or not specifically referenced, all services described on this Statement of Work shall be provided by Contractor according to Federal Drug Testing Guidelines (see Section 2.1.1.1) and with all applicable laws, including but not limited to those protecting confidentiality of Probation participants (participants) referred for drug and alcohol testing.

It is estimated services will be needed for an average of 12,000 – 15,000 participants monthly, however, the Contractor shall be aware of the significant fluctuations in both daily and monthly observed drug test collection, due largely to the necessity for randomized rather than prescheduled sampling. The Contractor shall also be aware that the number of tests performed, or number of work locations could be less than or greater than the above described average due to possible budgetary, policy and/or legal changes.

**2.0 SPECIFIC TASKS**

The Contractor shall confirm participants' identification prior to commencement of the collection process. The Contractor shall ensure that drug test scheduling is based on Probation instruction and is on a randomized and court-ordered basis.

## 2.1 Ongoing Tasks Related to Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Reporting Services

### 2.1.1 Quality and Type of Testing Service

2.1.1.1 The Contractor shall perform observed biological specimen (urine and/or saliva) collection for multiple drugs screening confirmation and reporting at locations listed in Technical Exhibit 4 (Contractor Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). The Contractor shall also provide biological specimen (urine and/or saliva) drug testing collection supplies for multiple drugs screening confirmation and reporting as necessary to perform drug testing according to the Federal Drug Testing Guidelines (as defined below), at the locations listed in Technical Exhibit 4a (County Observed Testing Locations) of Appendix B (Statement of Work Technical Exhibits). The Contractor shall also provide courier service to pick up for all specimens collected at both Contractor Observed and County Observed Testing Locations. For Contractor Observed Testing Locations courier service shall be daily. For County Observed Testing Locations courier services shall be as needed but in no event less frequently than weekly.

The Contractor shall follow the **Mandatory Guidelines for Federal Workplace Drug Testing Programs** set forth by the U.S. Department of Health and Human Services (HHS), by the authority of Section 503 of Public Law 100–71, 5 U.S.C. Section 7301, and Executive Order No. 12564 (as amended from time to time, Federal Drug Testing Guidelines). As required, HHS originally published the Federal Drug Testing Guidelines as follows: (1) **Federal Register** [FR] on April 11, 1988 [53 FR 11979]; (2) Mandatory Federal Guidelines for Urine Collection: **Federal Register**/ Vol. 82, No. 13 / Monday, January 23, 2017 / Notices. HHS) has revised the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Guidelines), 73 FR 71858 (November 25, 2008) for urine testing;(3) Mandatory Federal Guidelines for Oral Collection: **Federal Register**/ Vol. 84, No. 207 / Friday, October 25, 2019 / Rules and Regulations. Additionally, HHS has established scientific and technical guidelines for the inclusion of oral fluid specimens in the Federal Drug Testing Guidelines; and (4) other Federal Drug Testing Guidelines.

Unless otherwise specified in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits), all specimens collected shall be screened by Enzyme Multiplied Immunoassay (“EMIT”) for the drugs and at the sensitivity levels shown in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits). Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits) may be modified upon written agreement of the parties in accordance with the Contract, within the cost restraints of the Contract, to change the panel to meet the needs of the County.

Specimens that screen negative for all drugs in initial testing shall be reported as negative. Specimens that are positive in initial testing must undergo confirmation testing by Gas Chromatograph Mass Spectrometry (GC/MS) as specified in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits). Specimens for which positive test results are confirmed shall be reported as positive for the specific drug(s) for which they are confirmed. Results that fail to confirm at or above the cutoff levels given in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits) shall be reported as negative. Contractor shall report all specimens that are found to not be urine, have an adulterant, or show evidence of dilution or any form of tampering. All results as specified shall be reported by Contractor in its DTIMS for the specific Probation participant within the specified timeframes.

2.1.1.2 The Contractor shall also provide at all Probation locations, Instant Oral Fluid Devices (IOFD) for drug testing and Oral Fluid Collection Devices (OFCD) for the initial screening and confirmation of saliva specimens. IOFD and OFCD shall follow the Federal Drug Testing Guidelines using Oral Fluid (OFMG) in the May 15, 2015, **Federal Register** ([80 FR 28054](#)). IOFD and OFCD shall be used by Probation at locations and offices not designated for Contractor to conduct observed specimen collection. Specimens that are negative for all drugs as determined by the IOFD shall be recorded as negative by the County and not submitted to the Contractor for confirmation. For IOFD saliva specimens that indicate presumptive positive for any of the drugs specified in Technical Exhibit 5 (Routine Panel and Special

Tests) of Appendix B (Statement of Work Technical Exhibits), County shall collect OFCD and submit to the Contractor. Specimens that are positive shall be confirmed by Contractor GC/MS as specified in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits) and all results as specified shall be reported by Contractor in its DTIMS for the specific Probation participant within the timeframes required by this SOW.

2.1.1.3 The Contractor shall maintain no less than ninety-eight percent (98%) accuracy on both sensitivity and specificity of the limits shown for each drug on Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits). The Contractor shall maintain an ongoing in-house quality control program sufficiently extensive to provide evidence of this accuracy daily. Such quality control procedures shall include, but not be limited to:

2.1.1.3.1 Methods for determination of accuracy;

2.1.1.3.2 Methods of determining reproducibility;

2.1.1.3.3 Publication of detailed procedure manuals for tests performed in the laboratory;

2.1.1.3.4 Periodic publication of normal ranges; and

2.1.1.3.5 Standard deviations of the mean and/or coefficients of variation of the control specimens.

2.1.1.4 The Contractor shall delineate all in-house quality control procedures shown in the proposal. Contractor shall provide evidence of compliance with its in-house quality control procedures and of maintenance of accuracy required by this Statement of Work upon request of County from time to time.

2.1.2 Specimen Collection Process

2.1.2.1 The Contractor shall follow Federal Drug Testing Guidelines for specimen collection as stated in section 2.1.1.1 of the Statement of Work. The Contractor shall ensure by proof of certificate of training that all staff have

been trained in the practices and procedures consistent with the Federal Drug Testing Guidelines.

2.1.2.2 When a participant is scheduled for testing, Contractor shall request the participant to provide a valid photo identification document (e.g., driver's license, State identification, passport, employer identification card, school identification, etc.) and verify that the participant is the person whom he or she claims to be.

2.1.2.3 The Contractor shall give each participant who reports for drug testing and provides a specimen, a written receipt indicating the date and time of the specimen collection. For each participant, Contractor shall input the date and time the participant reported and provided specimen into DTIMS.

### 2.1.3 Specimen Screening, Analysis, and Laboratory Certification

2.1.3.1 Contractor shall perform an initial screening and test all biological specimens submitted for drug testing to detect positive or negative screening results for the routine panel tests identified on Technical Exhibit 5 (Routine Panel and Special Tests) to Appendix B (Statement of Work Technical Exhibits).

2.1.3.2 The Contractor shall comply with the most current Substance Abuse and Mental Health Services Administration (SAMHSA) recommended cutoff levels for drug testing. The Contractor is to notify Probation of any changes to the SAMHSA recommended cutoff levels as stated in the Federal Drug Testing Guidelines.

2.1.3.3 All negative specimens shall be reported to DTIMS. All specimens, which are positive in the initial screen, shall be subjected to further confirmation of positive results and reported into DTIMS.

2.1.3.4 The Contractor shall perform confirmation of all specimens submitted for drug testing which yield positive results in the initial screening process to substantially determine the validity of positive screen results. The confirmation shall be conducted by GC/MS.

2.1.3.5 When requests for retests of specimens are made by a court, Contractor shall send the specimen to the designated



laboratory at no charge to County. The requesting court shall make all necessary arrangements with the outside laboratory performing the retest.

2.1.3.6 Contractor shall conduct all drug analyses using a laboratory certified by the SAMHSA.

2.1.3.7 The Contractor shall maintain a continuous chain of custody for all specimens collected for drug testing, as well as if required by a court to be sent for retesting, utilizing Contractor's Chain of Custody Form and according to the Federal Drug Testing Guidelines. The Contractor shall account for the integrity of each specimen by tracking its handling from the point of collection to its final disposition. Chain of custody information shall be reported by Contractor in its DTIMS within the timeframes required by this SOW.

2.1.3.8 Chain of custody shall be numbered (barcoded) in connection to specimen instead of pick-up location. Specimen pick up location shall be manually updated in the DTIMS by the member of Contractor's staff that collected the specimen within the timeframes required by this SOW.

2.1.3.9 All specimens that are collected shall be retained for the time periods specified by this SOW.

#### 2.1.4 Test Records

The Contractor shall maintain all records, including but not limited to dates, test results for each Probation participant served, recordings of the chain of custody for each specimen collected, and other information pertaining to specimen collection and testing for drugs and alcohol as requested by County for a period of one year after the expiration of this Contract. Contractor shall maintain such records using appropriate drug testing forms and according to standard industry practice.

#### 2.1.5 Special Requests for Tests

The Contractor may be requested to screen and test for other drugs not listed in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits) as agreed upon by the Contractor and County. The specimens shall be specially marked by the Contractor as to the specific special drug screening requested by indicating the name of the drug on the specimen label

and transmittal chain of custody sheet. All such tests require the written approval of the County. Results of these other tests shall be reported by Contractor in its DTIMS within the specified timeframes.

## **2.2 Drug Testing Information Management System (DTIMS)**

### **2.2.1 General**

All goods and services performed and provided to the County to deliver Drug Testing Information Management System (DTIMS) are to ensure that all identified Probation personnel (approximately 3400) will have access to DTIMS including all functionality described in Technical Exhibit 11 (Minimum System Requirements) of Appendix B (Statement of Work Technical Exhibits), and its data to perform their role within the System.

### **2.2.2 Project Document Delivery**

Contractor shall provide all Documentation to the County in electronic format compatible with the County's Microsoft Office Suite standards delivered via e-mail (unless otherwise specified by the County), including but not limited to:

2.2.2.1 Status reports

2.2.2.2 Project plans

2.2.2.3 Reports

2.2.2.4 Training materials

### **2.2.3 Project Deliverable Review**

2.2.3.1 When a draft document or deliverable is complete, Contractor Project Director shall submit the deliverable to the County's Project Manager for review and comment.

2.2.3.2 The County's Project Manager will be responsible for distributing copies of the initial release document or making deliverables available for internal review.

2.2.3.3 The County's Project Manager is responsible for consolidating the County personnel's comments and, if applicable, providing a clearly marked version of the draft document.

- 2.2.3.4 The County's Project Manager will review and return the consolidated comments to Contractor's Project Director, within time frame agreed upon by the County and Contractor.
- 2.2.3.5 Contractor shall review and evaluate the consolidated comments and respond to them in writing, within time frame agreed upon by the County and Contractor.
- 2.2.3.6 All comments provided by the County personnel and Contractor's recommendations will be discussed and integrated into a final version of the document/deliverable and delivered to County within time frame agreed upon by the County and Contractor.
- 2.2.3.7 All deliverables related to DTIMS implementation require Contractor's submission of a completed Acceptance Certificate set forth in Technical Exhibit 10 (Acceptance Certificate) of Appendix B (Statement of Work Technical Exhibits) and are subject to Acceptance by the County in accordance with this SOW and the Contract. County's "Acceptance" of a deliverable shall be evidenced by County's Project Manager's signature on the applicable Acceptance Certificate.
- 2.2.3.8 Upon Acceptance by the County of applicable deliverables, such deliverables automatically become part of the Specifications.

2.2.4 DTIMS Specific Tasks and Deliverables – Implementation and On-going Support and Hosting of DTIMS

Contractor shall develop and provide the County access to a secure web-based application to record and manage all information related to the drug testing of adult and juvenile Probation participants. The web application as further defined in the Contract shall be referred to as the Drug Testing Information Management System (DTIMS or System) and shall include but not be limited to the functionality described in Technical Exhibit 11 (Minimum System Requirements).

All DTIMS implementation tasks, subtasks, and deliverables in this SOW shall be completed by the date specified in the SOW or as otherwise specified in the Accepted Project Control Document (PCD), as updated in accordance with this SOW.

#### 2.2.4.1 Project Planning and Management

Contractor shall execute formal project planning and project management practices to ensure that delivery of all deliverables related to implementation of DTIMS are of high quality, delivered per the PCD, and that they meet the requirements set by this SOW and the Contract.

Under the direction of the County's Project Manager, Contractor shall:

1. Apply requisite technical and management skills and techniques to manage all work.
2. Assure satisfactory and timely completion of project milestones and deliverables.
3. Establish a project control and reporting system to provide routine and realistic assessments of the project progress.

Contractor shall perform such tasks against the PCD's milestones and Project Schedule/Detailed Work Plan through Final Acceptance of the DTIMS, as defined in this SOW and the Contract.

##### 2.2.4.1.1 Develop Project Control Document

Contractor shall prepare a Project Control Document (PCD) and update it regularly as further specified in this SOW. The contents of the PCD shall include the following:

1. Contractor shall provide the County with a PCD within two weeks of the Effective Date of the Contract. The PCD shall be updated and maintained throughout implementation of the DTIMS as required by this SOW and shall include the following components:
  - a. **System description** – A brief statement describing the basic functionality and related components of DTIMS.
  - b. **Project scope** – Describes the overall scope and deliverables of the project. Acts

as a confirmation of project scope, phasing, training, and implementation objectives.

- c. **Project approach** – Describes Contractor’s overall approach to performing and providing all tasks, subtasks, deliverables, and overall System.
- d. **Project organization, roles, and responsibilities** – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include Contractor’s staff working under the implementation of DTIMS, identification of Contractor’s key staff, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
- e. **Project staffing and resource management plan** Contractor shall include as part of the project staffing and resource management plan a listing of the number of onsite and offsite hours each project team member will spend on the project.
- f. **Key assumptions** – Contractor shall include key assumptions used to develop the project approach and project staffing and resource management plan. Contractor shall list all relevant assumptions made in the development of the Project Schedule/Detailed Work Plan. All estimated assumptions which have been calculated must be clearly documented here.
- g. **Project Schedule/Detailed Work Plan** – Contractor shall provide a project schedule developed in the County-specified version of Microsoft Project, in conjunction with the Work Breakdown Structure, a detailed

narrative description of project tasks and subtasks, roles and responsibilities of the project team members by task, timeframe to complete each task and any dependencies on other tasks.

- h. **Deliverables list** – In sequential order or numbered, a list of the deliverables to be produced for each task and subtask, including a detailed description of each.
- i. **Milestone chart** – A list of key project milestones, including deliverables, the target completion date and action completion date that is consistent with the Project Schedule/Detailed Work Plan.
- j. **Communication plan** – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g., status meetings, etc.), and the date and time of such tasks and subtasks.
- k. **Test Plan** – A description of the quality assurance and quality control methodology and practices, and the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
- l. **Training plan** – A description of the training curriculum addressing technical and end-user training for the County staff. Training plan shall be submitted to the County for review and Acceptance at least sixty (60) days prior to the scheduled training.
- m. **Risk management** – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks;

and risk mitigation strategies.

- n. **Issue escalation and dispute resolution procedures** – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for issue escalation, decision-making and conflict resolution, all consistent with the relevant Contract provisions.
- o. **Change management** – A description of the change control process to propose, analyze, approve, and implement any changes to the project scope, schedule, and deliverables, consistent with the relevant Contract provisions.

Contractor shall specify the planned review cycle for each deliverable in the PCD in accordance with the process specified in Task 2.2.4.10 (System Acceptance) of this SOW, including all tasks thereunder. Contractor shall also update the PCD monthly until Final Acceptance (as defined below) except for the Project Schedule/Detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are required.

Deliverable D.2.2.4.1.1 – Develop Project Control Document, updated monthly until Final Acceptance except for the Project Schedule/Detailed Work Plan, Milestone Chart and Risk Management sections, which shall be updated when changes are required.

#### 2.2.4.1.2 Provide Ongoing Project Management

2.2.4.1.2.1 Contractor shall provide ongoing project management of implementation of DTIMS in order to manage project activities, resources, and to track project status and issues.

As a part of ongoing project management, Contractor shall:

- a. Spend an agreed upon amount of time on location to effectively implement each phase of the project.
- b. Prepare and provide weekly written Project Status Reports to the County's Project Director one day ahead of weekly project meetings held through Final Acceptance, with frequency to be agreed upon between the parties. All identified issues shall be resolved through the issue resolution process as specified in the Contract. Project Status Reports shall include the following:
  - i. Summary – highlighting key accomplishments and issues
  - ii. Tasks completed
  - iii. Tasks delayed
  - iv. Upcoming Tasks
  - v. Risk log
  - vi. Issue log
  - vii. Deliverable status
- c. Attend weekly project meetings through Final Acceptance. With the approval of the County's Project Manager, meetings may be attended via tele-conference.



- d. Provide meeting minutes, including a list of action items, and a list of decisions made within 1 day of the meeting.

Deliverable D.2.2.4.1.2.1.b - Weekly Project Status Reports as specified in Task 2.2.4.1.2.1

Deliverable D.2.2.4.1.2.1.d - Weekly Project Meeting Minutes as specified in Task 2.2.4.1.2.1

#### 2.2.4.2 Information Security and Privacy, Disaster Recovery, and Business Continuity Program

Contractor shall establish and maintain and provide the County with documentation of its Information Security and Privacy Program. The documentation shall clearly demonstrate full compliance with all processes, technologies, capabilities, and other requirements specified in Technical Exhibit 7 (Information Security and Privacy Requirements) and Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits) and otherwise in the Contract.

Deliverable D.2.2.4.2 – Information Security and Privacy, Disaster Recovery, and Business Continuity Program as specified in Task 2.2.4.2.

#### 2.2.4.3 System Provisioning and Infrastructure

2.2.4.3.1 Contractor shall install, set up, and initially configure all components of the DTIMS in the following environments in which DTIMS will be hosted (“Hosted Environments”) as specified in this task.

The Hosted Environments must be on a cloud service provider that is Fed Ramp Medium certified.

The provisioned Hosted Environments shall include the following:

- 2.2.4.3.1.1 Development Environment – an environment used to make changes and enhancements to the system.
- 2.2.4.3.1.2 Testing Environment – a test environment shall be able to support multiple testing scenarios, including System Testing, System Interface Testing, System Security Testing, and User Acceptance Testing (UAT), (all as described in this Statement of Work). This environment will also be used to test deployment of changes before applying them to production.
- 2.2.4.3.1.3 Production Environment – a fully tested and integrated environment accessible by the County personnel to perform their duties as it pertains to System in use of the System in production (Production Use).
- 2.2.4.3.1.4 Contractor shall document all components of the DTIMS and Hosted Environments that were provisioned, including, but not limited to server IP addresses, ports, and URLs.
- 2.2.4.3.1.5 Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.
- 2.2.4.3.1.6 Contractor shall work with the County to identify and document the hardware and operating software for the County to operate in order for the DTIMS to perform in accordance with the Specifications (Specified Hardware and Operating Software) to allow connectivity between the County users and DTIMS front-end website, including changes to the infrastructure network, firewall, and

the County desktop configuration changes.

2.2.4.3.1.7 Contractor shall work with the County to identify and document the Specified Hardware and Operating Software to allow connectivity between the County server processes and DTIMS back-end processes, including the County network, firewall, and server infrastructure configuration changes.

Deliverable D.2.2.4.3.1.6 – Contractor shall demonstrate that the Hosted Environments have been provisioned as specified in Task 2.2.4.3.1.

Deliverable D.2.2.4.3.1.7 – Contractor shall deliver documented Specified Hardware and Specified Operating Software as specified in Task 2.2.4.3.1.

#### 2.2.4.4 User Set Up and Access

Contractor shall provide secured access to DTIMS by delegating authentication and authorization to the County's Azure Active Directory (Azure AD). Contractor shall work with the County to identify and document the tenant configuration data necessary to enable Azure AD interface for each of the provisioned Hosted Environments.

Contractor shall work with the County to elaborate and document the requirements for role-based access to DTIMS for each of the provisioned Hosted Environments. Contractor shall conduct requirements gathering meetings with County to identify the create, read, update, delete (CRUD) rights of each of the roles available in DTIMS. DTIMS roles shall be mapped to the appropriate County user roles (deputy probation officer and supervising deputy probation officer), as determined in the requirements gathering meetings. The requirements documentation will include, but not be limited to, providing applicable Department staff the ability to perform the necessary tasks based upon role using DTIMS. This will include but will not be limited to managing information related to drug testing of Probation participants and System management.

Contractor shall configure user accounts, user roles, establish System access and enable System log-in and user auditing for each of the provisioned Hosted Environments.

Deliverable D.2.2.4.4 – The County Azure AD configuration for each of the provisioned Hosted Environments as specified in Task 2.2.4.4.

Deliverable D.2.2.4.4 – The County role-based user account access configuration requirements gathered and documented for each of the provisioned Hosted Environments as specified in Task 2.2.4.4.

Deliverable D.2.2.4.4 – Role-based user account access configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Task 2.2.4.4.

#### 2.2.4.5 System Interface and Data Exchange

The goal of interfaces between County’s case management systems (Probation Case Management System (PCMS) and Adult Probation System (APS)) and DTIMS is to maximize the effective utilization of drug testing information/data within County’s operations. For specific details on each of the interfaces, please refer to Technical Exhibit 12 (Interface Specifications) and Technical Exhibit 11 (Minimum System Requirements) of Appendix B (Statement of Work Technical Exhibits).

##### 2.2.4.5.1 Data Exchange Plan

Contractor shall develop an Interface and Data Exchange Plan to create the interfaces described in Technical Exhibit 12 (Interface Specifications) of Appendix B (Statement of Work Technical Exhibits). Data communication between County’s Web Service API and Contractor shall occur through a secure encrypted method, in accordance with County’s information security requirements specified in Technical Exhibit 7 (Information Security and Privacy Requirements), Technical Exhibit 11 (Minimum System Requirements) and Technical Exhibit 13 (DTIMS Network Diagram) of Appendix B (Statement of Work Technical Exhibits).

Contractor's Interface and Data Exchange Plan shall additionally include but not be limited to:

- a. Schedule for building interfaces and data exchange capabilities
- b. Identification of resources needed and responsibilities
- c. Department and other County personnel needed
- d. Identification of mechanisms to secure sensitive data.
- e. Risk analysis and contingency plan
- f. Method for dealing with future interfaces
- g. Plan to establish interface using Contractor's Web Service API required for interface
- h. Interface Design Document, including but not limited to, network topology diagrams for the interface solutions, sequence diagrams illustrating how the different parts of the systems interact with each other to carry out the interfaces.

Deliverable D.2.2.4.5 – System Interface and Data Exchange Plan as defined in Task 2.2.4.5.1

#### 2.2.4.5.2 Build Interface and Data Exchange

Contractor shall build the interfaces in accordance with Interface and Data Exchange Plan under Deliverable D.2.2.4.5.1 Contractor shall document each component developed.

Contractor shall work with County to implement the County network, firewall, and server infrastructure configuration changes required to allow connectivity between County server processes and the DTIMS back-end processes.

Deliverable D.2.2.4.5.2 – Build Interfaces and data exchanges in accordance with the Interface and Data Exchange Plan as described in Subtask 2.2.4.5.1.

#### 2.2.4.5.3 Initial Data Load

County will provide a file containing Probation participant information to Contractor. Contractor will use the file to pre-populate DTIMS with participant information prior to System go-live. Contractor shall validate data has been correctly loaded and is accessible in DTIMS as intended.

Deliverable D.2.2.4.5.3 – Participant information loaded into DTIMS and load validated as specified in Task 2.2.4.5.3.

#### 2.2.4.6 System Configuration

2.2.4.6.1 Contractor shall conduct review meetings with County to identify the County’s requirements. Contractor shall compile the outcomes of the review meetings and resulting Specifications into a System Configuration Document which will describe the configurations and customizations that are needed in order to meet the County’s requirements. Contractor shall ensure at a minimum that the Specifications address the functional and technical requirements described in Technical Exhibit 11 (Minimum System Requirements) of Appendix B (Statement of Work Technical Exhibits).

2.2.4.6.2 Contractor shall setup and configure DTIMS according to the Specifications using the Accepted System Configuration Document under Deliverable D.2.2.4.6.1

Deliverable D.2.2.4.6.1 – System Configuration Document as specified in Task 2.2.4.6.

Deliverable D.2.2.4.6.2 – Demonstration of the configured System features and functionalities as per D.2.2.4.6 System Configuration Document.

#### 2.2.4.7 System Testing and Deficiency Resolution

Contractor shall deliver a testing process that ensures all components of the DTIMS are thoroughly tested and that the implemented DTIMS consists of high quality and reliable software that performs in accordance with the Specifications.

System Testing, System Interface Testing, and System Security Testing will be performed by Contractor. User Acceptance Testing will be performed by County with assistance as specified in this Statement of Work from Contractor. Contractor shall provide transparency to County with regards to its testing so County personnel may verify test results.

The initial Test Plan to conduct testing as specified in the PCD may be revised, as needed. Subsequently, the Test Plan will be finalized to meet the requirements of, and be implemented for, all DTIMS testing. All test results will be documented by Contractor.

Contractor shall provide appropriate subject matter experts (SME) and technical staff for installing and testing System environment. Contractor shall correct all identified errors and results that are not in compliance.

##### 2.2.4.7.1 Test Plan

Contractor shall develop the Test Plan as part of the PCD under Task 2.2.4.1 (Project Planning and Management) to address system requirements as they change throughout the project. The Test Plan must include at a minimum the following:

- a. Test schedule including duration of tests
- b. Types of testing, including but not limited to:
  - i. System Testing
  - ii. System Interface Testing
  - iii. System Security Testing
  - iv. User Acceptance Testing

- c. Testing strategy
  - i. Manual testing details
  - ii. Automation testing details
- d. Base criteria (i.e., the criteria against which DTIMS will be tested for each test, including the applicable Specifications to be tested for each test, which will form the basis of criteria for Acceptance)
  - i. Item pass/fail criteria
  - ii. Suspension criteria and resumption requirements
- e. Identification of testing resources needed and responsibilities
  - i. Contractor personnel
  - ii. Department and other County personnel
- f. Test cases
- g. Test scenarios
- h. Test sequences
- i. Risk analysis and contingency plan

Deliverable D.2.2.4.7.1 – Test Plan as specified in Task 2.2.4.7.1.

#### 2.2.4.7.2 System Testing

Contractor shall prepare for and conduct System Testing for DTIMS in accordance with the Accepted Test Plan, consisting of:

- 2.2.4.7.2.1 Testing of all components of the DTIMS in the specified Hosted Environments.



2.2.4.7.2.2 Contractor shall submit its intended approach for performing tests to the County for approval.

2.2.4.7.2.3 Contractor shall conduct System Testing in collaboration with County personnel to verify and document test results. Contractor shall be responsible for documenting test results.

Based upon the results of all tests, Contractor shall make any changes to DTIMS required to address Deficiencies. Upon making those changes, Contractor shall re-test DTIMS. Contractor shall present documentation certifying that System Tests have been successfully completed. Contractor shall also deliver certifying documentation indicating successful completion of all required corrective actions to DTIMS to the County for Acceptance.

Deliverable D.2.2.4.7.2.1 – System Testing and results report as specified in Task 2.2.4.7.2.

Deliverable D.2.2.4.7.2.2 – Documentation certifying that System Testing has been successfully completed as stated in Task 2.2.4.7.2.

Deliverable D.2.2.4.7.2.3 – If applicable, documentation certifying successful completion of all required corrective actions to DTIMS as specified in Task 2.2.4.7.2.

### 2.2.4.7.3 System Interface Testing

Contractor shall successfully complete unit testing for each component and module of each interface. The components, modules, programs, tools, and functions shall work as expected, and the business logic, security, and data layers shall perform the specific function as designed in accordance with the Interface Solution Design Document of the Interface and Data Exchange Plan under Deliverable D.2.2.4.5.1.

Contractor shall develop an Interface Unit Test Template, a standard template that incorporates and documents all aspects of unit testing for a given component and module of each interface, including planning, procedures, checklists, test execution, and capture of test results. This template shall require County Project Manager approval prior to its subsequent use in unit testing.

Contractor shall provide Interface Unit Test Procedures and Results Report, which shall detail the unit test procedures and results, including usability, for each component and module of each interface.

Deliverable D.2.2.4.7.3 - Interface Unit Test Template as defined in Task 2.2.4.9.3

Deliverable D.2.2.4.7.3 - Interface Unit Test Procedures and Results Report as defined in Task 2.2.4.7.3.

#### 2.2.4.7.4 Support User Acceptance Testing

Contractor shall provide assistance and support to the County subject matter experts designated to conduct the User Acceptance Testing for DTIMS. User Acceptance Testing shall include at a minimum operational readiness testing, usability testing, and initial data load validation. To perform this task, Contractor shall:

2.2.4.7.4.1 Develop test scenarios to test business functionality.

2.2.4.7.4.2 Develop test case scenarios that test System capabilities, such as recovery procedures after a system failure.

2.2.4.7.4.3 Assist the County in designating users that will execute the test scenarios with Contractor's assistance using the Test Environment.

- a. Deficiencies identified and documented by Contractor and the County subject matter experts shall be corrected by Contractor in a reasonable time, to be specified by the County's Project Director based on the circumstances.
- b. After all Deficiencies are corrected, as determined by the County, the User Acceptance Test shall again be performed.
- c. Contractor shall submit documentation certifying that the User Acceptance Test has been completed, DTIMS is acceptable as per the User Acceptance Test, and DTIMS is ready for implementation.
- d. Contractor shall additionally submit certifying documentation indicating successful completion of all required corrective actions to DTIMS.

Deliverable D.2.2.4.7.4.3a– User Acceptance Testing and Results Report as Specified in Task 2.2.4.7.4.

Deliverable D.2.2.4.7.4.3b – Documentation certifying that User Acceptance Tests have been successfully completed as stated in Task 2.2.4.7.4.

Deliverable D.2.2.4.7.4.3c – If applicable, documentation certifying successful completion of all required corrective actions to DTIMS as specified in Task 2.2.4.7.4.

## 2.2.4.7.5 System Security Testing

2.2.4.7.5.1 Contractor shall conduct DTIMS Security Testing to confirm that the County's security requirements will

be met by the DTIMS and Hosted Environments. Contractor shall use industry leading security testing tools to conduct DTIMS Security Testing. System Security Testing shall conform to the requirements in Technical Exhibit 7 (Information Security and Privacy Requirements) of Appendix B (Statement of Work Technical Exhibits).

2.2.4.7.5.2 Contractor shall submit its intended approach for performing testing to the County for approval and, following the County approval, shall conduct DTIMS Security Testing and present the test results to the County for approval.

- a. This task includes conducting the testing and documenting test results.
- b. Based upon the results of this testing, Contractor shall correct any Deficiencies. Contractor shall re-test DTIMS to confirm that Deficiencies were corrected.

2.2.4.7.5.3 Contractor shall certify, in writing, that DTIMS Security Testing has been successfully completed and that Contractor has successfully completed all required corrective actions.

Deliverable D.2.2.4.7.5.2a – System Security Testing and Results Report as Specified in Task 2.2.4.7.5.

Deliverable D.2.2.4.7.5.3 – Documentation certifying that System Security Testing has been successfully completed as stated in Task 2.2.4.7.5.

Deliverable D.2.2.4.7.5.3 – If applicable, documentation certifying successful completion of all required corrective actions to DTIMS as specified in Task 2.2.4.7.5.

## 2.2.4.8 System Training

### 2.2.4.8.1 Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan to provide training that includes the curriculum and outlines the method of training delivery for various levels of the County staff on the use of DTIMS. The draft Training Plan shall be delivered to the County for review and Acceptance at least sixty (60) calendar days prior to the start of scheduled training. The Training Plan shall detail training by role and responsibility for Department staff and shall include:

2.2.4.8.1.1 Training shall be provided to Department staff to effectively operate and utilize DTIMS based on role/responsibility.

2.2.4.8.1.2 Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.

2.2.4.8.1.3 Contractor shall develop specific course curriculum and training outlines to obtain certification from the Board of State and Community Corrections (BSCC), and Standards and Training for Corrections (STC) at least ninety (90) days prior to training implementation.

- 2.2.4.8.1.4 Contractor shall work with applicable Department staff to develop and finalize the Training Plan.
- 2.2.4.8.1.5 The Training Plan shall address a strategy to use Train the Trainer classes, where appropriate, to certify Department staff to deliver System training.
- 2.2.4.8.1.6 A training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, Training for Trainers, etc.).
- 2.2.4.8.1.7 The training sessions shall provide an overview of DTIMS Each training shall consist of a minimum of 20 Probation staff and shall be instructor-led training remotely using Microsoft Teams, WebEx or an alternative technology approved by County's Project Manager. Any in-person training will be conducted at a Probation facility designated by the County's Project Manager.
- 2.2.4.8.1.8 Contractor shall work with Probation's Staff Training Office to develop a training schedule.
- 2.2.4.8.1.9 Contractor shall provide each Probation staff with an online training manual that includes instructions to successfully navigate DTIMS online for various devices.

Deliverable D.2.2.4.8.1.1 – Training Plan as Specified in Task 2.2.4.8.1.

## 2.2.4.8.2 Training Execution

- 2.2.4.8.2.1 Contractor shall deliver training throughout Los Angeles County or remotely if agreed to by the County Project Manager and deliver training materials consistent with classes described in the County Accepted Training Plan to the Department staff as identified in Task 2.2.4.8.1 (Training Plan).
- 2.2.4.8.2.2 To effectively prepare Department personnel to participate in Task 2.2.4.6.1 (Configuration Review Session), Contractor shall train the designated Department staff to have working knowledge of DTIMS. This will prepare the County staff to provide effective feedback during the configuration process. The number of Department personnel to be trained will be determined by the County and confirmed by Contractor.
- 2.2.4.8.2.3 Contractor shall train a pre-determined number of authorized Department staff to assist with Task 2.2.4.7.4 (Support User Acceptance Testing). The number of Department staff authorized as User Acceptance Testers to be trained will be mutually agreed upon by Contractor and the County.
- 2.2.4.8.2.4 Contractor shall deliver training for all identified Department staff consistent with the classes described in the County-approved Training Plan and certify in writing that all training as described in Training Plan has been

successfully completed. This shall be completed prior to Task 2.2.4.9 (Implementation). Contractor shall utilize the Training Environment established in Task 2.2.4.3 (System Provisioning and Infrastructure) and training support documentation developed in Task 2.2.4.8 (System Training).

2.2.4.8.2.5 Contractor shall ensure that Training Environment is populated with adequate data to make training effective.

2.2.4.8.2.5 Contractor shall maintain a list of training attendees. The list shall contain the type of training, the date(s) of training, the name of the attendee, and the pass/fail grade result.

2.2.4.8.2.6 Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role/responsibility, that includes:

- a. The number of Department staff trained in each training class.
- b. The number of Department staff certified in each training specialty (where applicable).
- c. A list of Department staff who did not attend their scheduled training class.
- d. A list of Department staff who did not attain their training certification in their training specialty (where applicable).



- e. An updated training schedule that outlines the upcoming 30 days of training activities.
- f. Any issues or risks identified by Contractor that may impact the training schedule, such as but not limited to operational/training risks.

Deliverable D.2.2.4.8.2.6a – Certification all identified staff have completed training as specified in Task 2.2.4.8.2.6.

Deliverable D.2.2.4.8.2.6b – List of training attendees as specified in Task 2.2.4.8.2.6

#### 2.2.4.9 Implementation

This task will be considered complete only when all tasks except Task 2.2.4.10 (System Acceptance), Task 2.2.4.11 (Ongoing Support Services), and Task 2.2.4.12 (Ongoing Hosting Services) have been completed by Contractor and Accepted by the County. Contractor shall conduct the implementation in accordance with the Implementation Plan and PCD.

##### 2.2.4.9.1 Implementation Plan

Contractor shall create a clear and detailed Implementation Plan to implement DTIMS to the Production Environment. Contractor shall provide appropriate qualified personnel to assist in the development and review of the Implementation Plan. Contractor shall review and revise the tasks and time frames for the implementation, as necessary. All timeframes for implementation shall be based on the County’s scheduling requirements.

The Implementation Plan shall include, at a minimum, the following elements:

1. Departmental and other County resource requirements

2. Tasks to be performed to complete the implementation
3. Implementation schedule
4. Any other information requested by the County and/or agreed to by both parties

Deliverable D.2.2.4.9.1 – Implementation plan as described in Task 2.2.4.9.1.

#### 2.2.4.9.2 Production Environment

Contractor, in coordination with the County, shall prepare the Production Environment. Contractor shall provide appropriate qualified staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking, and end user hardware and software. Contractor shall provide secured access to the version of DTIMS to be used in production by delegating authentication and authorization to the County's Azure Active Directory (Azure AD).

Contractor shall support the County staff in setting up the profiles, security, adding the County Azure AD users to DTIMS, and testing the user accounts to ensure security and access, as specified.

Contractor shall certify that Production Environment will support the performance standards set by this Contract.

Deliverable D.2.2.4.9.2 – Prepared Production Environment as specified in Task 2.2.4.9 and document certifying that Production Environment will support the performance standards set by this Contract as specified in Task 2.2.4.9.2

#### 2.2.4.9.3 System Implementation

Contractor and Probation staff shall follow the Implementation Plan at a date approved by the County Project Director. Contractor shall ensure staff required for the Implementation Plan (Deliverable D.2.2.4.9.1 Implementation Plan) are available throughout the duration of the event, and for a period of 4 (four) hours after the completion of the event.

Deliverable D.2.2.4.9.3 – Conduct implementation according to the Implementation Plan and provide the County with a report certifying the progress and completion of the associated work as specified in Task 2.2.4.9.3.

#### 2.2.4.10 System Acceptance

DTIMS, in its entirety, as installed and configured as required by this SOW, will be Accepted by the County if, and only if, DTIMS operates in the Production Environment for a period of 60 days continuously without Deficiencies of Severity Level 2 or more severe, as provided in Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits) to the Contract (“Final Acceptance”).

Contractor shall work with the County to ensure that DTIMS achieves Final Acceptance by reviewing all Documentation and project results against the Specifications.

Deficiencies shall be identified by either County or Contractor. If a deficiency is discovered by County, it shall be reported to Contractor via email. Contractor shall manage and track all Deficiencies in the Production Environment and provide weekly reports to the County including, but not limited to:

- a. The nature of the Deficiency
- b. Date the Deficiency was identified

- c. How the Deficiency was resolved
- d. The responsible party for resolving the Deficiency
- e. Date the Deficiency was resolved
- f. How the Deficiency was tracked in any change management records

If, at any time during the continuous 60-day period, System experiences a Deficiency of specified Severity Level, Contractor shall correct such Deficiency, and the continuous 60-day period shall be restarted in its entirety.

The County's Acceptance of all Deliverables under this Task 2.2.4.10 constitutes Final Acceptance of DTIMS under and as defined in the Contract.

Deliverable D.2.2.4.10a - Documentation certifying that while in the Production Environment DTIMS in Production Environment has successfully and continuously operated without Deficiencies of Severity Level 2 or more severe during the continuous 60-day period as specified in Task 2.2.4.10

Deliverable D.2.2.4.10b - Weekly Production Environment Deficiencies report as specified in Task 2.2.4.10

Deliverable D.2.2.4.10c – If applicable, documentation certifying successful completion of all required corrective actions to DTIMS as specified in Task 2.2.4.10

#### 2.2.4.11 Ongoing Support Services

##### 2.2.4.11.1 Support Services Requirements

Contractor shall provide ongoing "Support Services" in accordance with Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits) to the Contract, commencing with completion of Task 2.2.4.9.3 (System Implementation) and continuing through the term of the Contract. Definitions on service-related terms are specified by Technical Exhibit 9 (Service Level Requirements) of

Appendix B (Statement of Work Technical Exhibits).

#### 2.2.4.11.2 Support Services Plan

Contractor shall provide a detailed Support Services Plan to provide Support Services for DTIMS to maintain required performance levels for the Contract term.

Deliverable D.2.2.4.11.2 - Support Services Plan for DTIMS as specified in Task 2.2.4.11.2.

#### 2.2.4.11.3 Provide Support Services

Contractor shall provide ongoing Support Services for DTIMS in accordance with Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits) to the Contract, commencing with completion of Task 2.2.4.9.3 (System Implementation) and continuing through the Contract term.

Deliverable D.2.2.4.15 - Ongoing Support Services for DTIMS as specified in Task 2.2.4.11.3.

#### 2.2.4.12 Ongoing Hosting Services

Contractor shall provide ongoing “Hosting Services” for all Hosted Environments in accordance with Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits) to the Contract, commencing upon completion of Task 2.2.4.11 and continuing through the Contract term. Definitions on service-related terms are specified by Technical Exhibit 9 (Service Level Requirements) of Appendix B (Statement of Work Technical Exhibits).

Deliverable D.2.2.4.12 - Ongoing Hosting Services for DTIMS as specified in Task 2.2.4.12.

## **2.3 Ongoing Reporting Procedures and Standards**

- 2.3.1 The Contractor shall administer and operate a dedicated-County participant contact service using toll-free phone line, text, or email for randomized and court-ordered drug testing.
- 2.3.2. The participant contact service will have a recorded message, text, or email in both English and Spanish (or other language or communication format) under both randomized and court-ordered basis and shall indicate the test group name of those individuals who must report for randomized or court-ordered testing, along with the day, date and location of the specimen collection.
- 2.3.3 By the sixth day of each month, the Contractor shall submit a standardized report of all urine specimens submitted during the prior month in an electronic form acceptable to Probation. The report of each test result shall be in terms of positive (+) or negative (-) for each specimen submitted. All analytical results shall be reported in terms of generic or chemical name of any drug found to be present. The analytical results shall not be expressed in equivocal terms as "possible," "traces," or "+/-."
- 2.3.4 Confirmed test results for all specimens shall be available to the County in the DTIMS within one (1) business day of pick up by Contractor or Contractor testing, as applicable, excluding Saturdays, Sundays, and holidays. All test results are to be identified by and reported to the Probation account from which the specimens were submitted. The results shall be identified as a specimen from juvenile or adult.
- 2.3.5 At the end of each month, the Contractor shall produce reports showing the number of tests screened positive and confirmed positive for the month for all tests analyzed. This report shall be in a form approved by Probation and shall include the following: total specimens, the number of specimens screened, the number that screened positive, the number confirmed positive, the number confirmed positive for each drug listed in Technical Exhibit 5 (Routine Panel and Special Tests) of Appendix B (Statement of Work Technical Exhibits), the number of specimens that could not be processed, the number of tests that were not urine, and the number that tested positive for adulteration. This report shall be available for each work location account, reported separately as juvenile and adult. The Contractor shall forward this report to the County by the tenth (10<sup>th</sup>) calendar day of the following month with Contractor's invoice. This report shall be in a form approved by the County.

## **2.4 Storage of Specimens**

2.4.1 The Contractor shall save and store all specimens analyzed at the Contractor's laboratory for two (2) weeks from the date of analysis. After the 2-week time period all negative tests will be stored for 7 days and all test specimens with positive results shall be saved and stored for two hundred and seventy (270) days from the date of the test, pending a possible challenge of the result.

2.4.2 The Contractor shall save and store any positive specimens when requested by a Probation location for an additional ninety (90) days, pending a judgement by the criminal courts on possible violations. Specimens shall be stored in a manner that will assure valid, reliable results when retested.

## **2.5 Procedures for Specimen Integrity**

2.5.1 The Contractor shall establish processing procedures that will assure the authenticity of the specimen and its identity by the following means: (1) specimen barcodes on labels shall be checked against the chain of custody form; (2) a unique identification number shall be assigned and affixed to each specimen as it is logged in; (3) processing shall take place in numbered containers and the unique laboratory number shall be recorded on all records; (4) complete records shall be kept for each step in the processing procedure with sign-offs by technicians at each point in the process; and (5) all records shall be kept in a locked building under twenty-four (24) hour security control.

In addition, the Contractor agrees that employee security identification badges, bearing a photograph and physical description of the Contractor's and/or subcontractor's employee(s), must be provided by the Contractor at its expense and displayed on the employee's person when at all Probation locations.

## **2.6 Retests of Specimens on Request**

The Contractor shall retest specimens when requested by Probation when there is reasonable doubt of the reliability of the original result. The retesting shall be at the expense of the Contractor if the second result fails to confirm the presence of a drug originally reported to be present in the specimen

## **2.7 Consultation**

The Contractor shall provide, without additional charge, consultation to Probation staff members regarding the source of a particular drug (e.g.,

prescription, metabolism, etc.) and any other scientific issue regarding the use and abuse of drugs.

The Contractor shall also provide via website any online resources the Contractor has available to support training, such as, but not limited to a help line, web page with information regarding drugs of abuse, current trends in drug abuse, and web-based training.

Contractor shall at the request of Probation and/or Court testify in court, if necessary, to the chain of custody/collection of a specimen.

**2.9 Optional Work**

The Contractor shall inform the County of new technology and methods of drug testing that may be available during the term of this Contract, including but not limited to advances in urine/saliva collection testing and/or mobile drug testing facilities. County may determine to implement any of the new technology and methods of optional work under and accordance to the Contract. Contractor can include the new technologies/methods in the submission.

**3.0 QUALITY CONTROL**

The Contractor shall establish and maintain a Quality Control Plan to ensure that the terms of the Contract are met. The Contractor shall submit the plan as part of the proposal. The original plan and any amendments are subject to County review and approval, and shall include, but are not limited to, the following:

- 3.1 An inspection system covering all the services listed on Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County’s or the Contractor’s employees, or any other unusual



occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.

- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods to maintain security of records and prevent the loss or destruction of data.

#### **4.0 QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Any deficiencies which the County determines are severe, continuing, or that may place performance of the Contract in jeopardy, will be reported to the Board of Supervisors. The report will include all remedial actions taken by the County and the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) or other such procedures as may be necessary to ascertain the Contractor's compliance with this Contract.

##### **4.1 Performance Evaluation Meetings**

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager determines it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

- 4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.
- 4.3 The County shall have the right to remove any Contractor personnel under this Contract, who are deemed unsatisfactory in the sole judgement of the County's Program Manager. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours at the request of the County's Program Manager.

#### 4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued as referenced in Technical Exhibit 2 (Contract Discrepancy Report) of Appendix B (Statement of Work Technical Exhibits). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

#### 4.5 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

- 5.1 Acceptable Quality Level Standard (AQLS) – A measure to express the variance from a standard before Probation can apply damages as specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 Contract Discrepancy Report (CDR) – A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.3 Contract Start Date – The date the Contractor begins work in accord with the terms of the Contract.
- 5.4 Contractor Project Director - As defined in Subparagraph 6.3 of this Agreement.

- 5.5 Contractor Project Manager - As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.
- 5.5 Liquidated Damages – The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.6 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.7 Quality Assurance Plan - The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.8 Quality Control Plan – All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

**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 the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- 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 the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

**6.2 Furnished Items**

Other than designated space in Contractor-Observed Sites, County shall provide Contractor with no real property, furniture, furnishings, supplies,

and/or equipment necessary to perform the services required by the Statement of Work.

## **CONTRACTOR**

### **6.3 Project Director**

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Contractor Project Director and clearly identify the person in the proposal. The Contractor Project Director or County approved designee shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays. The Contractor Project Director shall provide management and coordination of performance and provision of all work by Contractor under this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Contractor Project Director cannot be available, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Contractor Project Director.
- 6.3.3 The Contractor Project Director shall have the requisite experience in managing at least five (5) solution implementations for organizations of similar size and complexity. Must have effective leadership, communication, and presentation skill.
- 6.3.4 The Contractor Project Director shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor Project Director or County approved designee shall read, write, speak, and understand English.
- 6.3.5 The Contractor Project Director shall be available between 8:00 a.m. to 5:00 p.m., PT, Monday through Friday excluding County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 Contractor Project Director and any proposed designee is considered Contractor Key Personnel under the Contract.

### **6.4 Project Manager**

- 6.4.1 The Contractor shall provide its own full-time officer or employee as the Contractor Project Manager and clearly identify the person in the proposal. The Contractor Project Manager or County approved

designee shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding the County holidays.

- 6.4.2 The Contractor Project Manager shall have the requisite experience in providing the required services for a minimum of three (3) years' experience within the last five (5) years.
- 6.4.3 The Contractor Project Manager shall provide day to day oversight of project activities to support effective completion of tasks required to meet project timelines. Adjust project workloads to ensure that project timelines are met. Day to day quality management activities that ensure system performance. Ensure appropriate personnel are available to perform tasks required as defined in the project schedule. Engage in first level intervention required to resolve issues, risks, or conflicts, and acts as operational liaison between County and Contractor personnel. Conduct project oversight activities including status reporting, project documentation, weekly and monthly meetings, and any project presentations. Ensure that all training activities are performed to adequately prepare.

## 6.5 Personnel

- 6.5.1 The Contractor shall provide competent staff to perform the terms of the Contract. All Contractor staff including Contractor's Project Director, Contractor's Project Manager and any propose designee is subject to approval under Section 7.3 of the Contract.
- 6.5.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Technical Exhibit 3 (Confidentiality of CORI Information) of Appendix B (Statement of Work Technical Exhibits).
- 6.5.3 All personnel must be able to read, write, spell, speak, and understand English.
- 6.5.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff pursuant to Section 7.3 of the Contract. The Contractor shall immediately remove and replace any

employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.

6.5.5 The County reserves the right to have the County's Program Manager or designated alternate, interview all prospective employees of the Contractor.

6.5.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.

6.5.7 The Contractor shall provide the County's Program Manager with a current list of employees and keep this list updated during the Contract period.

6.5.8 The Contractor shall not employ any person under the age of twenty-one (21) years unless the Contractor receives written approval by the County.

## **6.6 Materials and Equipment**

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

## **6.7 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. P.T, Monday through Friday, by at least one employee who can respond to inquiries and complaints 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 two (2) hours of receipt of the call.**

## **7.0 HOURS/DAYS OF WORK**

The Contractor shall provide Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation services Monday through Friday, excluding County Holidays, from 8:00 a.m. to 7:00 p.m. and Saturdays as approved by the County from 9:00 a.m. to 1:00 p.m.

**8.0 INTENTIONALLY OMITTED**

**9.0 INTENTIONALLY OMITTED**

**10.0 INTENTIONALLY OMITTED**

**11.0 INTENTIONALLY OMITTED**

**12.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

12.2 A standard level of performance will be required of the Contractor for the required services. Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Technical Exhibit 1 (Performance Requirements Summary Chart) of Appendix B (Statement of Work Technical Exhibits), or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.

12.3 When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:

12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specify steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
- 12.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
- 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute an additional material breach of Contract. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

This subparagraph does not limit the County's exclusive right to terminate the Contract upon ten (10) business days' written notice, with or without cause, as provided for in Paragraph 8.42 (Termination for Convenience) of the Contract.

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**APPENDIX B**

**STATEMENT OF WORK**

**TECHNICAL EXHIBITS**

**APPENDIX B**  
**STATEMENT OF WORK**  
**TECHNICAL EXHIBITS**  
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**TECHNICAL EXHIBIT 1**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

| <b>REQUIRED SERVICES</b>   | <b>STANDARD</b>   | <b>MAXIMUM ALLOWABLE DEVIATION (AQL)</b>                         | <b>METHOD OF SURVEILLANCE</b>  | <b>LIQUIDATED DAMAGES FOR EXCEEDING THE AQL</b>  |
|--|---|--|--|--|
| Overall compliance with Scope of Work Appendix A, 1.0  | Record of investigation of Contractor to ensure compliance  | 4%   | Random inspections and information from Contractor reports           | \$100 per day until rectified  |
| Quality and Type of Testing Service Appendix A, 2.1.1  | 100%  | 2% for false positive errors<br><br>2% for false negative errors | Secondary testing, outside quality control, in-house quality control | 5% of monthly contract payment per incident (based on month incident(s) occurred)<br>1% of monthly contract payment per incident (based on month incident(s) occurred) |
| Specimen Screening, Analysis, and Laboratory Certification Appendix A, 2.1.3   | Results to be transmitted within 1 business day of pickup of samples by courier service excluding weekends and holidays | 8 hrs.   | Review of DTIMS or other reporting mechanism                         | \$100 per day per incident until rectified   |
| Test Results, Reports and Invoice Appendix A, 2.1.4  | 100%  | 0  | Review of DTIMS and other reporting mechanism                        | \$500 per day per incident until rectified   |
| Special Requests for Tests Appendix A, 2.1.5   | 100%  | 0  | Review of DTIMS and other reporting mechanism                        | \$100 per day per incident until rectified   |
| Ongoing Reporting Procedures and Standards Appendix A, 2.3   | 100%  | 0  | Review of DTIMS and other reporting mechanism                        | \$100 per day per incident until rectified   |
| Quality Control Plan Appendix A, 3.0   | Adhere to County requirements   | 0  | Random Sample Inspections  | Up to \$100 per occurrence   |
| Personnel assigned to provide service under this Contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract    | Adhere to County requirements   | 0  | Random sample Inspections  | Up to \$100 per employee per occurrence  |
| No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract | Adhere to County requirements   | 0  | Random sample Inspections  | Up to \$100 per employee per occurrence  |
| Contractor shall reimburse County for record check. Pursuant to Subparagraph 7.5.6 of the Contract   | Adhere to County requirements   | 0  | Random and 100% inspections  | Up to \$100 per employee per occurrence  |
| Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract (Appendix C)          | Adhere to County requirements   | 0  | 100% inspections   | Up to \$50 per occurrence  |

**TECHNICAL EXHIBIT 2  
CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:      Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

\_\_\_\_\_  
County Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative's Signature

\_\_\_\_\_  
Date

**TECHNICAL EXHIBIT 3  
CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to be forwarded to County Program Manager within five (5) business days of start of employment.

**TECHNICAL EXHIBIT 4  
CONTRACTOR OBSERVED TESTING LOCATIONS**

|   |  |
|---|--|
| <p><b>Antelope Valley Juvenile Office</b><br/>43917 Division Street<br/>Lancaster, CA 93535<br/>Monday-Friday 8am-5pm</p>                                     | <p><b>Day Reporting Center</b><br/>5811 S. San Pedro Street<br/>Los Angeles, CA 90011<br/>Monday-Friday 8am-5pm</p>                                      |
| <p><b>Antelope Valley Regional Office – AB109</b><br/>43423 Division Street<br/>Lancaster, CA 93534<br/>Monday-Friday 8am-5pm</p>                             | <p><b>East Los Angeles</b><br/>4849 Civic Center Way<br/>Los Angeles, CA 90022<br/>Monday-Friday 8am-5pm<br/>*Second Monday of month 5pm-7pm</p>         |
| <p><b>Antelope Valley Sub Office-Kiosk</b><br/>42011 4TH St. W. Suite 1900<br/>Lancaster, CA 93534<br/>Monday-Friday 8am-5pm</p>                              | <p><b>East San Fernando Valley Office</b><br/>14414 Delano St.<br/>Van Nuys, CA 91401<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p> |
| <p><b>Centinela Area Office</b><br/>1330 W. Imperial Highway<br/>Los Angeles, CA 90044<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p>     | <p><b>Firestone Adult Area Office</b><br/>12021 S. Wilmington Ave.,<br/>Building 18 Suite B001A<br/>Los Angeles, CA 90059<br/>Monday-Friday 8am-5pm</p>  |
| <p><b>George Deukmejian Courthouse</b><br/>275 Magnolia Avenue Suite 1985<br/>Long Beach, CA 90802<br/>Monday-Friday 8am-5pm</p>                              | <p><b>Firestone Juvenile Office</b><br/>8526 S. Grape Street<br/>Los Angeles, CA 90001<br/>Monday-Friday 8am-5pm</p>                                     |
| <p><b>Pomona Valley Area Office</b><br/>1660 W Mission Blvd.<br/>Pomona, CA 91766<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p>          | <p><b>Foothill Area Office</b><br/>300 E. Walnut Street Rm. 200<br/>Pasadena, CA 91101<br/>Monday-Friday 8am-5pm</p>                                     |
| <p><b>Re-entry Opportunity Center (ROC)</b><br/>3965 Vermont Ave.<br/>Los Angeles, CA 90037<br/>Monday-Friday 8am-5pm<br/>*First Tuesday of month 5pm-7pm</p> | <p><b>Harbor Area Office</b><br/>3221 Torrance Blvd<br/>Torrance, CA 90503<br/>Monday-Friday 8am-5pm</p>   |
| <p><b>Rio Hondo Area Office</b><br/>8240 S Broadway Ave.<br/>Whittier, CA 90606<br/>Monday-Friday 8am-5pm<br/>*First Tuesday of month 5pm-7pm</p>             | <p><b>Santa Monica Area Office</b><br/>1725 Main St.<br/>Santa Monica, CA 90401<br/>Monday-Friday 8am-5pm</p>  |
| <p><b>San Fernando Valley – AB109</b><br/>13557 Van Nuys Blvd.<br/>Pacoima, CA 91331<br/>Monday-Friday 8am-5pm</p>  | <p><b>Santa Monica – Sub Office (Airport)</b><br/>11701 S. La Cienega Blvd. Room 201<br/>Los Angeles, CA 90045<br/>Monday-Friday 8am-5pm</p>             |

**TECHNICAL EXHIBIT 4  
CONTRACTOR OBSERVED TESTING LOCATIONS**

|  |   |
|--|---|
| <p><b>San Gabriel Valley Courthouse</b><br/>11234 E Valley Blvd. Suite 302<br/>El Monte, CA 91731<br/>Monday-Friday 8am-4:30pm<br/>*First Monday of month 4:30pm-6pm</p> | <p><b>South Bay – AB109</b><br/>1299 E. Artesia Blvd. Suite 120<br/>Carson, CA 90748<br/>Monday-Friday 8am-5pm</p>                        |
| <p><b>South Central Area Office</b><br/>200 W. Compton Bl., Suite 300<br/>Compton, CA 90220<br/>Monday-Friday 8am-5pm</p>  | <p><b>South Los Angeles – AB109</b><br/>236 E. 58<sup>th</sup> Street<br/>Los Angeles, CA 90011<br/>Monday-Friday 8am-5pm</p>             |
| <p><b>Valencia Sub-Office</b><br/>23759 Valencia Blvd.<br/>Valencia, CA 91355<br/>Monday-Friday 8am-5pm</p>  | <p><b>Van Nuys Juvenile Area Office</b><br/>7555 Van Nuys Blvd. 4<sup>th</sup> floor<br/>Van Nuys, CA 91405<br/>Monday-Friday 8am-5pm</p> |

The County may add or delete locations

\*Extended Office Hours

**TECHNICAL EXHIBIT 4a  
COUNTY OBSERVED TESTING LOCATIONS**

|   |  |
|---|--|
| <p><b>Antelope Valley Juvenile Office</b><br/>43917 Division Street<br/>Lancaster, CA 93535<br/>Monday-Friday 8am-5pm</p>                                 | <p><b>Dorothy Kirby Center</b><br/>1500 South Mc Donnell Ave.<br/>Los Angeles, CA 90022<br/>Monday-Sunday 8am-5pm</p>                                    |
| <p><b>Antelope Valley Regional Office – AB109</b><br/>43423 Division Street<br/>Lancaster, CA 93534<br/>Monday-Friday 8am-5pm</p>                         | <p><b>Day Reporting Center</b><br/>5811 S. San Pedro Street<br/>Los Angeles, CA 90011<br/>Monday-Friday 8am-5pm</p>                                      |
| <p><b>Antelope Valley Sub Office-Kiosk</b><br/>42011 4TH St. W. Suite 1900<br/>Lancaster, CA 93534<br/>Monday-Friday 8am-5pm</p>                          | <p><b>East Los Angeles</b><br/>4849 Civic Center Way<br/>Los Angeles, CA 90022<br/>Monday-Friday 8am-5pm<br/>*Second Monday of month 5pm-7pm</p>         |
| <p><b>Barry J. Nidorf (Secured Youth Track Facility-SYTF)</b><br/>16350 Filbert St<br/>Sylmar, CA 91342<br/>Open 24 hours</p>                             | <p><b>East San Fernando Valley Office</b><br/>14414 Delano St.<br/>Van Nuys, CA 91401<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p> |
| <p><b>Camp Afflerbaugh</b><br/>6631 North Stephens Ranch Rd<br/>La Verne, CA 91750<br/>Monday-Sunday 8am-5pm</p>  | <p><b>Firestone Adult Area Office</b><br/>12021 S. Wilmington Ave.,<br/>Building 18 Suite B001A<br/>Los Angeles, CA 90059<br/>Monday-Friday 8am-5pm</p>  |
| <p><b>Camp Paige</b><br/>6601 North Stephens Rach Rd<br/>La Verne, CA 91750<br/>Monday-Sunday 8am-5pm</p>   | <p><b>Firestone Juvenile Office</b><br/>8526 S. Grape Street<br/>Los Angeles, CA 90001<br/>Monday-Friday 8am-5pm</p>                                     |
| <p><b>Camp Rocky</b><br/>1900 North Sycamore Canyon Rd.<br/>San Dimas, CA 91773<br/>Monday-Sunday 8am-5pm</p>   | <p><b>Foothill Area Office</b><br/>300 E. Walnut Street Rm. 200<br/>Pasadena, CA 91101<br/>Monday-Friday 8am-5pm</p>                                     |
| <p><b>Campus Kilpatrick (SYTF)</b><br/>427 South Encinal Canyon Rd<br/>Malibu, CA 90265<br/>Monday-Sunday 8am-5pm</p>                                     | <p><b>Harbor Area Office</b><br/>3221 Torrance Blvd<br/>Torrance, CA 90503<br/>Monday-Friday 8am-5pm</p>   |
| <p><b>Centinela Area Office</b><br/>1330 W. Imperial Highway<br/>Los Angeles, CA 90044<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p> | <p><b>Santa Monica Area Office</b><br/>1725 Main St.<br/>Santa Monica, CA 90401<br/>Monday-Friday 8am-5pm</p>  |



**TECHNICAL EXHIBIT 4a  
COUNTY OBSERVED TESTING LOCATIONS**

|  |  |
|--|--|
| <p><b>George Deukmejian Courthouse</b><br/>275 Magnolia Avenue Suite 1985<br/>Long Beach, CA 90802<br/>Monday-Friday 8am-5pm</p>   | <p><b>Santa Monica – Sub Office (Airport)</b><br/>11701 S. La Cienega Blvd. Room 201<br/>Los Angeles, CA 90045<br/>Monday-Friday 8am-5pm</p> |
| <p><b>Los Padrinos Juvenile Hall</b><br/>7285 East Quill Drive<br/>Downey, CA 90242<br/>Open 24 hours</p>  | <p><b>South Bay – AB109</b><br/>1299 E. Artesia Blvd. Suite 120<br/>Carson, CA 90748<br/>Monday-Friday 8am-5pm</p>                           |
| <p><b>Pomona Valley Area Office</b><br/>1660 W Mission Blvd.<br/>Pomona, CA 91766<br/>Monday-Friday 8am-5pm<br/>*Second Tuesday of month 5pm-7pm</p>                     | <p><b>South Central Area Office</b><br/>200 W. Compton Bl., Suite 300<br/>Compton, CA 90220<br/>Monday-Friday 8am-5pm</p>                    |
| <p><b>Re-entry Opportunity Center (ROC)</b><br/>3965 Vermont Ave.<br/>Los Angeles, CA 90037<br/>Monday-Friday 8am-5pm<br/>*First Tuesday of month 5pm-7pm</p>            | <p><b>South Los Angeles – AB109</b><br/>236 E. 58<sup>th</sup> Street<br/>Los Angeles, CA 90011<br/>Monday-Friday 8am-5pm</p>                |
| <p><b>Rio Hondo Area Office</b><br/>8240 S Broadway Ave.<br/>Whittier, CA 90606<br/>Monday-Friday 8am-5pm<br/>*First Tuesday of month 5pm-7pm</p>                        | <p><b>Valencia Sub-Office</b><br/>23759 Valencia Blvd.<br/>Valencia, CA 91355<br/>Monday-Friday 8am-5pm</p>                                  |
| <p><b>San Fernando Valley – AB109</b><br/>13557 Van Nuys Blvd.<br/>Pacoima, CA 91331<br/>Monday-Friday 8am-5pm</p>   | <p><b>Van Nuys Juvenile Area Office</b><br/>7555 Van Nuys Blvd. 4<sup>th</sup> floor<br/>Van Nuys, CA 91405<br/>Monday-Friday 8am-5pm</p>    |
| <p><b>San Gabriel Valley Courthouse</b><br/>11234 E Valley Blvd. Suite 302<br/>El Monte, CA 91731<br/>Monday-Friday 8am-4:30pm<br/>*First Monday of month 4:30pm-6pm</p> |  |

The County may add or delete locations

\* Extended Office Hours

**TECHNICAL EXHIBIT 5  
ROUTINE PANEL AND SPECIAL TESTS**

| <b>DRUG</b>  | <b>SCREENING ASSAY</b>               | <b>SCREENING CUTOFF</b>                                       | <b>CONFIRMATION ASSAY</b>                 | <b>CONFIRMATION CUTOFF</b>                                    |
|--|--------------------------------------|---|---|---|
| <b>ROUTINE PANEL:</b>  |                                      |   |   |   |
| Amphetamines<br>Amphetamine<br>Methamphetamine<br>MIDMA/MDA                    | EMIT                                 | 0.3 ug/ml   | GC/MS                                     | 0.3 ug/ml   |
| Cocaine<br>Benzoylecgonine   | EMIT                                 | 0.3 ug/ml   | GC/MS                                     | 0.3 ug/ml   |
| Opiates<br>Codeine<br>Hydrocodone<br>Morphine<br>Oxycodone<br>6-Acetylmorphine | EMIT<br>EMIT<br>EMIT<br>EMIT<br>EMIT | 0.3 ug/ml<br>0.3 ug/ml<br>0.3 ug/ml<br>0.3 ug/ml<br>0.3 ug/ml | GC/MS<br>GC/MS<br>GC/MS<br>GC/MS<br>GC/MS | 0.5 ug/ml<br>1.0 ug/ml<br>0.2 ug/ml<br>0.5 ug/ml<br>0.5 ug/ml |
| Phencyclidine  | EMIT                                 | 0.025 ug/ml   | GC/MS                                     | 0.2 ug/ml   |
| Benzodiazepines  | EMIT                                 | 0.3 ug/ml   | GC/MS                                     | 0.2 ug/ml   |
| Cannabinoids   | EMIT                                 | 100 ng/ml   | GC/MS                                     | 50 ng/ml  |
| Fentanyl   | Enzyme Immuno Assay                  | 0.5 ng/ml   | GC/MS                                     | 0.5 ng/ml   |
| <b>SPECIAL TESTS:</b>  |                                      |   |   |   |
| Alcohol<br>Ethanol   | Enzymatic Assay                      | 0.05%   | GC/MS                                     | 0.05%   |
| Flunitrazepam<br>(Rohypnol)  | Enzyme Immuno Assay                  | 100 ng/ml   | GC/MS                                     | 100 ng/ml   |
| Gamma-hydroxybutyrate<br>(GHB)   | GC                                   | 10 ug/ml  | GC/MS                                     | 10 ug/ml  |
| Lysergic acid diethylamide<br>(LSD)  | Enzyme Immuno Assay                  | 0.5 ng/ml   | GC/MS                                     | 0.5 ng/ml   |
| Synthetic Cannabinoids   | Enzyme Immuno Assay                  | 0.5 ng/ml   | GC/MS                                     | 0.5 ng/ml   |
| Bath Salts   | Enzyme Immuno Assay                  | 0.5 ng/ml   | GC/MS                                     | 0.5 ng/ml   |

Other Tests may be added at any time with the approval of the Department.

**TECHNICAL EXHIBIT 6**  
**SAMPLE MONTHLY REPORT**

|                        |
|------------------------|
| <b>Date:</b>           |
| <b>Contract:</b>       |
| <b>MONTH and Year:</b> |

Instructions for monthly report:

- **Due by the 10<sup>th</sup> of each month**
- E-mail to Probation Contract Manager or Designee at
- Mail to Manager with **Signature** to: 9150 E. Imperial Hwy. Downey, CA. 90242

**1. Number of Samples Received and Number of Positive Results by Bureau**

|                                     | Total Samples Received | Positive Results |
|-------------------------------------|------------------------|------------------|
| <b>Juvenile Field</b>               |                        |                  |
| Juvenile Field Services Bureau      |                        |                  |
| Juvenile Special Services Bureau    |                        |                  |
| Placement Services Bureau           |                        |                  |
| <b>Juvenile Institutions</b>        |                        |                  |
| Detention Services Bureau           |                        |                  |
| Residential Services Bureau         |                        |                  |
| Secured Youth Track Facility        |                        |                  |
| <b>Adult Services</b>               |                        |                  |
| Adult Core Services Bureau          |                        |                  |
| Post-Released Community Supervision |                        |                  |

**2. Were specimen results received by Probation within one (1) business day of scheduled courier pickup service excluding weekends and holidays?**

Yes

No

If No, please explain:

**3. Delivery of Services; e.g. pick up of specimen , turn around of specimens, training etc.**

|  |
|--|
|  |
|  |
|  |
|  |

**4. Additional Comments**

|  |
|--|
|  |
|--|

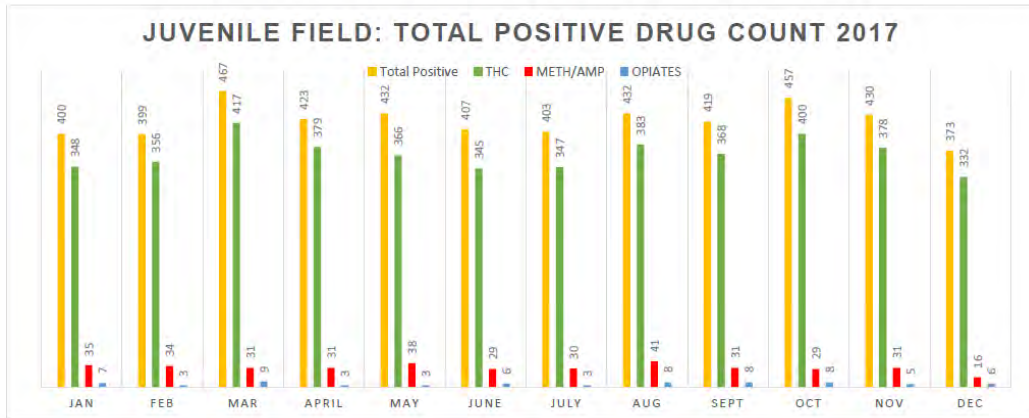
**Prepared by:**

Signature

Date:

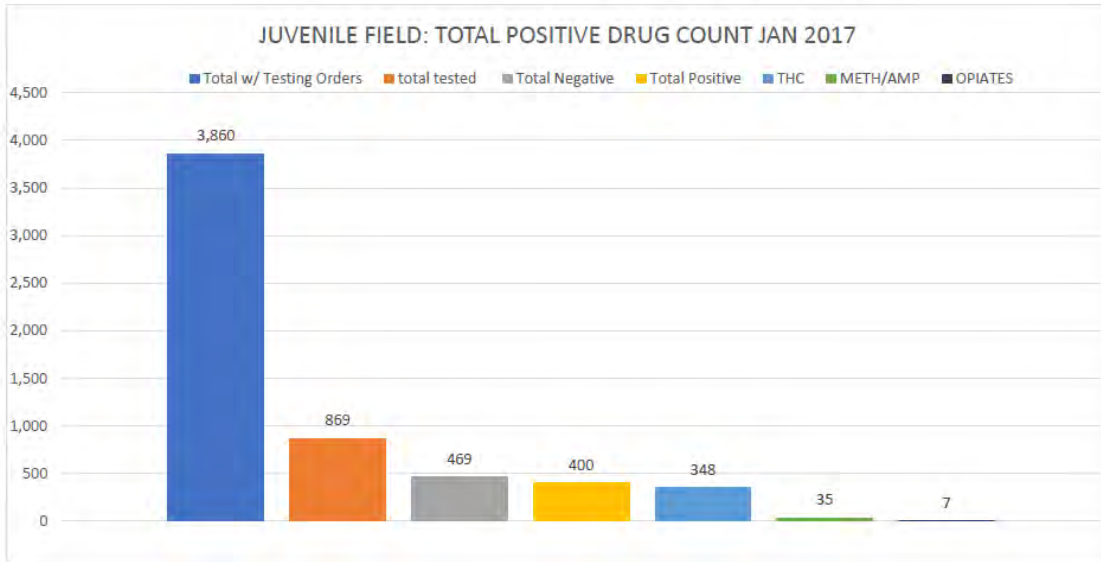
# TECHNICAL EXHIBIT 6

## SAMPLE MONTHLY REPORT



| 2017 Testing Totals       | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | 2017 Total |
|---------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------|
| Juvenile Field Total Test | 869    | 889    | 1005   | 905    | 963    | 924    | 920    | 981    | 958    | 1011   | 921    | 794    | 11140      |
| Total Negative            | 469    | 490    | 538    | 482    | 531    | 517    | 517    | 549    | 539    | 554    | 491    | 421    | 6098       |
| Total Positive            | 400    | 399    | 467    | 423    | 432    | 407    | 403    | 432    | 419    | 457    | 430    | 373    | 5042       |
| Percentage Positive       | 46.03% | 44.88% | 46.46% | 46.74% | 44.08% | 44.04% | 43.80% | 44.03% | 43.73% | 45.02% | 46.68% | 46.97% | 45.20%     |
| Most Frequent Drug Types  |        |        |        |        |        |        |        |        |        |        |        |        |            |
| THC                       | 362    | 336    | 414    | 352    | 363    | 306    | 286    | 278    | 291    | 358    | 337    | 349    |            |
| METH/AMP                  | 30     | 29     | 23     | 27     | 33     | 20     | 22     | 15     | 10     | 20     | 13     | 37     |            |
| OPIATES                   | 7      | 2      | 2      | 6      | 2      | 2      | 3      | 1      | 1      | 3      | 1      | 13     |            |

**TECHNICAL EXHIBIT 6**  
**SAMPLE MONTHLY REPORT**



| 2017 Testing Totals             | Jan-17        |
|---------------------------------|---------------|
| <b>JUVENILE Total POP</b>       |               |
| Total Testing Orders            | <b>3860</b>   |
| Juvenile Field Total Test       | <b>869</b>    |
| Total Negative                  | <b>469</b>    |
| Total Positive                  | <b>400</b>    |
| Percentage Positive             | <b>46.03%</b> |
| <b>Most Frequent Drug Types</b> |               |
| THC                             | <b>348</b>    |
| METH/AMP                        | <b>35</b>     |
| OPIATES                         | <b>7</b>      |

**TECHNICAL EXHIBIT 7**  
Information Security and Privacy Requirements

This Exhibit A (Information Security and Privacy Requirements (together with all addenda attached hereto, the “Exhibit”) is attached to and forms a part of that certain Contract for Observed Biological Specimen Collection for Drug Testing and Laboratory Services, dated as of \_\_\_\_\_, 2025 (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the “Contract”), between the County of Los Angeles (“County”) on behalf of its Probation Department (“Department”), and Contractor. Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

The County is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. 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 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 the 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. County Data as defined in the Contract constitutes County Information.
- 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.

**TECHNICAL EXHIBIT 7**  
Information Security and Privacy Requirements

- 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.

**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 DTIMS 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 Contactor 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**

- a. **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".
- b. **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) 140-3 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 256 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:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer 320  
W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name: Charlie Chang  
Departmental Information Security Officer  
Address: 9150 E. Imperial HWY  
City, State Zip: Downey, CA 90242  
Telephone: (562) 353-8128  
Email address: [Charlie.Chang@probation.lacounty.gov](mailto:Charlie.Chang@probation.lacounty.gov)

- 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 the Contract.

**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 Indemnitees 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.

**ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)**

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by County to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor’s infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County’s use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor’s Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County Indemnitees for any claims, losses, or damages arising out of the County’s inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County’s use of the SaaS in a segmented or off-site “hardened” environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: In addition to those required by Technical Exhibit 9 (Service Level Requirements) Exhibit A (Statement of Work) to the Contract, the Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor’s other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) days advance notice and the County provides written consent to delete or disable the feature or functionality.

**TECHNICAL EXHIBIT 7**  
Information Security and Privacy Requirements

Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections.

The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

**ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for the DTIMS provided under this Contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the Contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to the DTIMS provided under this Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing the DTIMS under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for the DTIMS provided under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County’s Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that the DTIMS will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) days, the Contractor must provide a Risk assessment to the County’s Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the DTIMS provided under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County’s Chief Information Security Officer (CISO). The County’s CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any unremediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with the DTIMS provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-3 or otherwise required or approved by the County’s Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on the DTIMS as approved or required by the Department Information Security Officer (DISO) who will consult with the County’s Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

## TECHNICAL EXHIBIT 8

### COUNTY OF LOS ANGELES AGREEMENT FOR ACCEPTABLE USE AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS

Page 1 of 4

As a County of Los Angeles (County) Workforce Member, and as outlined in Board of Supervisors Policy [6.101](#) "Use of County Information Assets", I understand and agree:

- That I occupy a position of trust, as such I will use County Information Assets in accordance with countywide and Departmental policies, standards, and procedures including, but not limited to, Board of Supervisors Policy [9.015](#) "County Policy of Equity" (CPOE) and Board of Supervisors Policy [9.040](#) "Investigations Of Possible Criminal Activity Within County Government".
- That I am responsible for the security of information and systems to which I have access or to which I may otherwise obtain access even if such access is inadvertent or unintended. I shall maintain the confidentiality of County Information Assets (as defined in Board of Supervisors Policy [6.100](#) – Information Security Policy).
- That County Information Assets must not be used for:
  - Any unlawful purpose;
  - Any purpose detrimental to the County or its interests;
  - Personal financial gain;
  - In any way that undermines or interferes with access to or use of County Information Asset for official County purposes;
  - In any way that hinders productivity, efficiency, customer service, or interferes with other County Workforce Members performance of his/her official job duties.
- That records, files, databases, and systems contain restricted, confidential or internal use information (i.e., non-public information) as well as Public information. I may access, read or handle Non-public information to the extent required to perform my assigned duties. Although I may have access to Nonpublic information, I agree to not access such information unless it is necessary for the performance of my assigned duties.
- Not to divulge, publish, share, expose or otherwise make known to unauthorized persons, organization or the public any County Non-public Information. I understand that:
  - I may divulge Non-public Information to authorized County staff and managers as necessary to perform my job duties;
  - I may divulge Non-public Information to others only if specifically authorized to do so by federal, state, or local statute, regulation or court order, and with the knowledge of my supervisor or manager;
  - I may not discuss Non-public Information outside of the workplace or outside of my usual work area;
  - To consult my supervisor or manager on any questions I may have concerning whether particular information may be disclosed.

## TECHNICAL EXHIBIT 8

### COUNTY OF LOS ANGELES AGREEMENT FOR ACCEPTABLE USE AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS

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- To report any actual breach of Information Security or a situation that could potentially result in a breach, misuse or crime relating to County Information Assets whether this is on my part or on the part of another person following proper County and Departmental procedures. I understand that I am expected to assist in protecting evidence of crimes relating to Information Assets and will follow the instructions of, and cooperate with, management and any investigative response team.
- I have no expectation of privacy concerning my activities related to the use of, or access to, County Information Assets, including anything I create, store, send, or receive using County Information Assets. My actions may be monitored, logged, stored, made public, and are subject to investigation, audit and review without notice or consent.
- Not possess a County Information Asset without authorization. Although I may be granted authorization to possess and use a County Information Asset for the performance of my duties, I will never be granted any ownership or property rights to County Information Assets. All Information Assets and Information is the property of the County. I must surrender County Information Assets upon request. Any Information Asset retained without authorization will be considered stolen and prosecuted as such.
- Not intentionally, or through negligence, damage or interfere with the operation of County Information Assets.
- Neither prevent authorized access, nor enable unauthorized access to County Information Assets.
- To not make computer networks or systems available to others unless I have received specific authorization from the Information Owner.
  - Not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards) with any other person or entity. Nor will I keep or maintain any unsecured record of my password(s) to access County Information Assets, whether on paper, in an electronic file.
  - I am accountable for all activities undertaken through my authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards).
- Not intentionally introduce any malicious software (e.g., computer virus, spyware, worm, key logger, or malicious code) into any County Information Asset or any non-County Information Systems or networks.



## TECHNICAL EXHIBIT 8

### COUNTY OF LOS ANGELES AGREEMENT FOR ACCEPTABLE USE AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS

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- Not subvert or bypass any security measure or system which has been implemented to control or restrict access to County Information Assets and any restricted work areas and facilities.
  - Disable, modify, or delete computer security software (e.g., antivirus, antispyware, firewall, and/or host intrusion prevention software) on County Information Assets. I shall immediately report any indication that a County Information Asset is compromised by malware following proper County and Departmental procedures.
- Not access, create, or distribute (e.g., via email, Instant Messaging or any other means) any offensive materials (e.g., text or images which are defamatory, sexually explicit, racial, harmful, or insensitive) on County Information Assets, unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I will report any offensive materials observed or received by me on County Information Assets following proper County and Departmental procedures.
- That the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with countywide and Departmental policies and procedures. I understand that County Internet services may be filtered, however, my use of resources provided on the Internet may expose me to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive material.
- That County electronic communications (e.g., email, instant messages, etc.) created, sent, and/or stored using County electronic communications services are the property of the County. I will use proper business etiquette when communicating using County electronic communications services.
- Only use County Information Assets to create, exchange, publish, distribute, or disclose in public forums and social media (e.g., blog postings, bulletin boards, chat rooms, Twitter, Instagram, Facebook, MySpace, and other social media services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with countywide and Departmental policies, standards, and procedures.
- Not store County Non-public Information on any Internet storage site except in accordance with countywide and Departmental policies, standards, and procedures.
- Not copy or otherwise use any copyrighted or other proprietary County Information Assets (e.g., licensed software, documentation, and data), except as permitted by the agreement and approved by County Department management. Nor will I use County Information Assets to infringe on copyrighted material.



**TECHNICAL EXHIBIT 9  
SERVICE LEVEL REQUIREMENTS**

This Technical Exhibit 9 (Service Level Requirements) is attached to and forms a part of the Statement of Work (together with all attachments hereto, "Statement of Work" or "SOW") to that certain Contract for Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Services, dated as of \_\_\_\_\_ (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Contract"), between the County of Los Angeles ("County") on behalf of its Probation Department ("Department"), and Contractor. Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

This Technical Exhibit 9 (Service Level Requirements) sets forth Contractor's service level commitments with respect to the DTIMS provided by Contractor under the Contract.

**I. SCOPE OF SERVICES**

**A. Description**

Contractor shall provide maintenance, support, and hosting services in accordance with the requirements set forth in the body of the Contract, the applicable tasks of the Statement of Work, and this Technical Exhibit 9 (Service Level Requirements) (as further defined herein, "Support Services").

**B. Definitions**

1. As used herein, the terms "Compatible"; "Compatibility" shall mean, with respect to the DTIMS and each component thereof, that (a) the applicable components of the DTIMS are capable of supporting, operating and otherwise performing all functions of such DTIMS components set forth in the Specifications and this Contract, when used in conjunction with the Specified Hardware and Specified Operating Software (as defined below); (b) the applicable components of DTIMS are capable of supporting, operating and otherwise performing all functions of such DTIMS components set forth in the Specifications and this Agreement, when used in conjunction with the other components of the DTIMS; and (c) the applicable components of the DTIMS are capable of supporting, operating and otherwise performing all functions of such DTIMS components set forth in the Specifications and this Contract, when used in conjunction with one another and with the Hosted Environment (as defined below).
2. As used herein, the term "Hosted Environment" has the meaning given to such term in the Statement of Work.
3. As used herein, the terms "Problem Management System" and "PMS" shall mean Contractor's system for reporting, tracking and monitoring resolution of DTIMS problems reported by County or identified by Contractor.
4. As used herein, the term "Remote Management Tools" shall mean a suite of automated tools used by Contractor to monitor server(s) and DTIMS performance.
5. As used herein, the term "Severity Level" shall have the meaning set forth in Section V.A (Identification of Deficiencies).
6. As used herein, the term "Service Desk" shall mean the Contractor-staffed Support Services help desk operated at a minimum during Support Hours, and available for operational support assistance as provided herein.

**TECHNICAL EXHIBIT 9  
SERVICE LEVEL REQUIREMENTS**

7. As used herein, the terms “Specified Hardware” and “Specified Operating Software” shall mean the minimum requirements for County’s hardware and operating software set forth on Technical Exhibit 11 (Minimum System Requirements) to the Statement of Work, that shall be Compatible with the DTIMS and each component thereof and are required for County to enjoy and exercise fully its rights in respect of each component the Licensed Software and DTIMS as a whole.
8. As used herein, the term “Support Hours” shall Monday through Friday, 6am to 6pm Pacific time.

**II. SUPPORT SERVICES**

Contractor shall provide all work necessary to maintain DTIMS such that it shall perform in accordance with the Specifications and otherwise with the Contract. As part of Support Services, Contractor shall:

1. Correct all Deficiencies in accordance with the terms of this Technical Exhibit 9 (Service Level Requirements).
2. Provide Revisions to DTIMS.
3. Provide operational support for DTIMS, including through a Service Desk.
4. Provide training, training materials and other implementation support for Revisions as necessary.

**A. Revisions**

1. Contractor shall provide Revisions to DTIMS (and related Documentation) to keep current with Contractor’s technology and industry standards to include applicable enhancements and as provided to Contractor’s general customer base.
2. Contractor shall offer to County each Revision, concurrently with or promptly after a Revision is released to its general customer base.
3. Installation of each Revision shall be subject to prior written approval of a County IT representative and shall be performed at a date and time mutually agreeable to both Contractor and County.
4. Contractor shall deliver the related Documentation for such Revision upon installation of such Revision.
5. Contractor’s installation of such Revisions to DTIMS and provision of training and training materials, if necessary, on such Revisions shall be at no additional cost to County.

**B. County Environment**

1. As part of Support Services, Contractor shall provide ongoing maintenance of DTIMS Compatibility with the Specified Hardware and Specified Operating Software.
2. Prior to the installation of Revisions to DTIMS or installation of new software:

## TECHNICAL EXHIBIT 9 SERVICE LEVEL REQUIREMENTS

- a. Contractor shall test the Compatibility in an acceptable Test Environment (as defined in the Statement of Work) to validate and demonstrate the viability of the change/enhancement with all impacted Specified Hardware and Specified Operating Software components and new software.
  - b. Compatibility testing shall be performed before seeking authorization to install Revisions and/or version releases.
3. Subject to County's IT representative's approval, Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in the Technical Exhibit 11 (Minimum System Requirements) to the Statement of Work as required to ensure Compatibility with new Revisions.
- a. Such minimum hardware, software, and network configuration requirements shall be limited to those that are:
    - i. Required to ensure Compatibility with the new Revisions
    - ii. Consistent with mainstream personal computer hardware and software
      1. In the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows
      2. In the case of software, widely available no less than one (1) year prior to the date of recommendation, in each case, unless otherwise approved in writing by County IT Representative, such approval not to be unreasonably withheld.
  - b. Upon County IT representative's written approval of the revised minimum hardware, software and/or network configuration requirements under this section, such revised minimum hardware, software and network configuration requirements shall be deemed to update the Technical Exhibit 11 (Minimum System Requirements) to the Statement of Work for all purposes under the Contract.
  - c. For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure Compatibility with a new version, as such minimum requirements are revised by Contractor in accordance with this section. However, Compatibility issues between DTIMS and Specified Hardware and/or Specified Operating Software shall be subject to the provisions of Section IV (PROBLEM RESOLUTION).

### **C. DTIMS Support**

1. Contractor shall provide operational support for DTIMS in all Hosted Environments during the Support Hours, including, without limitation through a Service Desk.
2. Such operational support shall include troubleshooting and provision of all goods or services necessary to correct any problems and to remedy Deficiencies in such a way that DTIMS shall operate in accordance with Specifications and otherwise with the Contract, including functional requirements and performance requirements.

**TECHNICAL EXHIBIT 9  
SERVICE LEVEL REQUIREMENTS**

**III. CHANGE MANAGEMENT**

1. Contractor shall follow the change management process approved by County under the SOW to manage all changes to DTIMS.
2. Changes to DTIMS that are Revisions shall be handled in accordance with this Technical Exhibit 9 (Service Level Requirements).
3. All other changes to DTIMS (e.g., customizations, enhancements, new software (all not constituting Revisions), etc.) shall require Contractor to provide County a quote for such work. The quote will be provided at no additional cost.

**IV. HOSTING SERVICES**

1. Contractor shall provide and maintain the Hosted Environments and shall provide all other goods and services necessary to host DTIMS such that it shall perform in accordance with the Specifications and otherwise with the Contract.
2. There shall be a primary Criminal Justice Information Systems (CJIS) compliant secured hosting location within the continental United States. Other CJIS compliant hosting locations can be used for redundancy if part of a Disaster Recovery Plan or Business Continuity Plan, provided that such other hosting locations shall also be within the continental United States.
3. For the purpose of this Technical Exhibit 9 (Service Level Requirements), "Scheduled Downtime" shall mean the period of time that the DTIMS or any component thereof cannot be accessed due to scheduled maintenance including, but not limited to, preventive maintenance, updates, upgrades, scheduled reboots and restarts. The PSAMS Solution shall be available twenty-four hours a day, seven days a week and 365/366 days a year except Schedule Downtime. Peak performance will be is during Support Hours. Contractor shall work with County to determine a mutually agreeable time for Scheduled Downtime.
4. Contractor shall maintain and keep current the Information Security and Privacy, Disaster Recovery, and Business Continuity Program approved by County under the Statement of Work.
5. Contractor shall provide disaster recovery services in accordance with such Information Security and Privacy, Disaster Recovery, and Business Continuity Program that ensures compliance with this Technical Exhibit 9 and the Specifications.
6. Contractor's targeted availability goal for DTIMS availability is 99%, exclusive of Scheduled Downtime or any other downtime to the extent not specifically attributable to a Deficiency. In the event monthly availability does not meet the targeted availability goal, county relief in the form of a credit based on the percentage of monthly fees due to Contractor under the Contract during the month will apply as follows:

| <b>Actual Availability</b> | <b>County Relief</b> |
|----------------------------|----------------------|
| < 99% but ≥ 97%            | 2%                   |
| < 97% but ≥ 95%            | 4%                   |
| < 95% but ≥ 93%            | 10%                  |
| < 93% but ≥ 91%            | 15%                  |
| < 91%                      | 20%                  |

# TECHNICAL EXHIBIT 9 SERVICE LEVEL REQUIREMENTS

This does not relieve Contractor from its obligations as specified in Sections IV.4 and IV.5 of this Technical Exhibit 9. Failure by Contractor to meet its obligations as specified under Sections IV.4 and IV.5 of this Technical Exhibit 9 shall also be considered unscheduled downtime against which DTIMS availability will be measured.

## V. PROBLEM RESOLUTION

### A. Identification of Deficiencies

1. Deficiencies, as detailed in Table 1.0 of Section IV.B (Severity Level Deficiency Definitions), may be identified either as a result of Contractor's use of its Remote Management Tool or as discovered by County or Contractor.
2. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor's Service Desk or otherwise during Support Hours via telephone or as otherwise directed in writing by Contractor for resolution in accordance with this Technical Exhibit 9 (Service Level Requirements).
3. If a Deficiency of Severity Level 1 or 2 is identified by Contractor, Contractor shall notify County at first available opportunity between 7:00 AM and 5:00 PM Pacific Time during County's business day.
4. The Severity Level of a Deficiency will be assigned by the County as specified in Table 1.0 of Section IV.B (Severity Level Deficiency Definitions) below (each a "Severity Level").
5. Based on Contractor's proposed solution to correct the Deficiency and/or workaround(s) for the Deficiency, County may, in its sole discretion, escalate or downgrade the Severity Level of the Deficiency pursuant to Section IV.C (Resolution of Deficiencies) below.
6. Contractor shall develop a monthly Support Services report for DTIMS that will document and track the resolution of all reported Deficiencies and service requests related to DTIMS. The report shall be delivered to County via e-mail.

### B. Severity Level Deficiency Definitions

County (through its authorized staff identified under Section IV.C.1 (Resolution Process) below) shall assign one of the Severity Levels described below to each Deficiency. Contractor shall resolve such Deficiencies within the timeframes as follows:

**TECHNICAL EXHIBIT 9  
SERVICE LEVEL REQUIREMENTS**

| <b>Table 1.0</b>  |  |
|---|--|
| <b>Description of Deficiency</b>  | <b>Resolution Time Requirement<br/>(subject to escalation by COUNTY)</b>   |
| Widespread DTIMS unavailability; or Production Environment of the DTIMS is down; or Training Environment cannot be used on any workstation; or the Production Environment cannot be used or disrupts functionality to the extent DTIMS cannot be used.  | <b>SEVERITY LEVEL 1: CRITICAL</b><br><br>One (1) hour, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.   |
| A problem that severely degrades the performance of the Production Environment or materially restricts business; or restricts the use of one or more features of DTIMS to perform necessary business functions but does not completely restrict usage of the Production Environment; or ability to use the Production Environment, but an important function is not available and operations are severely impacted; or any Testing Environment cannot be used on any workstation. | <b>SEVERITY LEVEL 2: SEVERE</b><br><br>Four (4) hours, beginning when County reports the Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.   |
| A problem that causes only a minor impact on the use of DTIMS (e.g., report generation issues, issues with any non-Production Environment other than as specified above), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.  | <b>SEVERITY LEVEL 3: MINOR</b><br><br>Five (5) calendar days beginning when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first.   |
| Cosmetic defects that do not affect the functionality, but affect the general look and feel of DTIMS.   | <b>SEVERITY LEVEL 4: COSMETIC</b><br><br>Earlier of (a) the next Version Release or (b) within six (6) months of when County reports Deficiency to Contractor or upon discovery of Deficiency by Contractor, whichever occurs first. |

**C. Resolution of Deficiencies**

1. Resolution Process

The following shall be the process for tracking and/or resolving the Deficiencies:

- a. County Project Director (as defined in the Statement of Work) or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.



## TECHNICAL EXHIBIT 9 SERVICE LEVEL REQUIREMENTS

- b. The Severity Level of the Deficiency shall be assigned by County. The identification and Severity Level assignment of Deficiencies shall be subject to the provisions of Section IV.B (Severity Level Deficiency Definitions) above.
  - c. Contractor shall develop a workaround or a fix, if applicable, and maintain a sustained level of effort until such workaround or fix is available.
  - d. Contractor's Service Desk will address each reported or identified incident in accordance with this Technical Exhibit 9 (Service Level Requirements).
  - e. Systems patched for a security problem or mitigated with a workaround must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.
2. Response

Contractor shall either resolve or escalate a Deficiency reported by County in accordance with this Technical Exhibit 9 (Service Level Requirements).

3. Escalation

- a. County or Contractor may escalate a Deficiency's Severity Level as necessary for resolution.
- b. Contractor shall assist County with all aspects of Support Services and Deficiency resolution and escalation, as required by County.
- c. County may engage the support of Contractor at any time and for any aspects of DTIMS.
- d. If any Deficiency is not resolved within the applicable resolution time set forth in Section IV.B (Severity Level Deficiency Definitions), in addition to other remedies available to County under this Technical Exhibit 9 (Service Level Requirements), County shall have the right to escalate the problem to the next more severe Severity Level as set forth in this Technical Exhibit 9 (Service Level Requirements).

4. Resolution

- a. Contractor shall resolve each Deficiency reported hereunder in accordance with the applicable resolution time specified in Section IV.B (Severity Level Deficiency Definitions).
- b. The time for resolving each Deficiency shall start tolling when County notifies Contractor of such Deficiency by telephone or otherwise, including Contractor PMS, or upon discovery of Deficiency by Contractor, whichever occurs first.
- c. The time recorded that the Contractor takes to resolve an issue shall end when Contractor submits a report certifying that the deficiency has been resolved and the County Project Director approves such resolution.
- d. If the resolution is approved by the County Project Director, the time of resolution shall revert to the time the report certifying resolution was submitted.

**TECHNICAL EXHIBIT 9  
SERVICE LEVEL REQUIREMENTS**

- e. If the resolution is not approved the time taken to resolve a Deficiency will continue to accumulate.
- f. Contractor acknowledges that, as part of corrective measures to resolve a Deficiency, Contractor may be required to repair, replace or reinstall all or any part of DTIMS, provide other material or update DTIMS to remedy such Deficiency.
- g. Contractor shall assign a Contractor technical support team member to diagnose and determine the course of action to resolve Deficiencies.
- h. Contractor shall maintain ongoing communication with County regarding the status of correction of all Deficiencies reported or discovered.
- i. County may contact Contractor personnel to inquire about the status of resolution of any Deficiency.
- j. County will have appropriate resources available throughout the duration of each Deficiency to provide reasonable cooperation and assistance to Contractor.

**TECHNICAL EXHIBIT 10**

**ACCEPTANCE CERTIFICATE**

|  |  |                                  |
|--|--|----------------------------------|
| <b>CONTRACTOR NAME/ADDRESS</b>   |  | <b>TRANSMITTAL DATE</b>          |
| <b>COUNTY OF LOS ANGELES – [PROJECT NAME]</b>  |  | <b>LA COUNTY CONTRACT NUMBER</b> |
| <b>FROM:</b> Contractor Project Director   | <b>TO:</b> County Project Director   |                                  |
| Name: _____  | Name: _____  |                                  |
| _____<br>(Signature Required)  | Cc: County Project Manager   |                                  |
| <p>Contractor hereby certifies to the County that as of the date of this Acceptance Certificate, it has satisfied all conditions precedent in the above Contract (including the exhibits thereto, any applicable amendments entered into and approved by the County thereunder) to the completion of the work described below, including satisfaction of all completion criteria and requirements to such work (including obtaining the County's approval of any other work which is a prerequisite to obtaining the County's approval of the work described below). Contractor further represents and warrants that the work described below has been completed in accordance with the Contract, including the exhibits thereto, any applicable amendments entered into and approved by the County thereunder. The County's approval and signature constitutes an acceptance of the work described below. Capitalized terms used in this Acceptance Certificate without definition have the meanings given to such terms in the Contract.</p> |  |                                  |
| <p align="center"><b>TASK/SUBTASK DESCRIPTION</b><br/>(Including task and subtask numbers as set forth in Exhibit A (Statement of Work))</p>   | <p align="center"><b>DELIVERABLE(S)</b><br/>(Including task and subtask numbers as set forth in Exhibit A (Statement of Work))</p> |                                  |
| <b>COMMENTS:</b>   |  |                                  |
| <p>Attached hereto is a copy of all supporting Documentation required pursuant to the Contract, including <b>Appendix A (Statement of Work)</b>, any applicable amendments entered into and approved by the County thereunder, and including any additional Documentation reasonably requested by the County.</p>  |  |                                  |
| <b>COUNTY ACCEPTANCE:</b>  |  |                                  |
| NAME: _____  | Signature: _____   | Date: _____                      |
| County's Project Director  |  |                                  |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| <b>ID</b> | <b>Functional Area</b> | <b>Category</b> | <b>Sub-Category</b>  | <b>DTIMS Requirements</b>  | <b>Comments</b> |
|-----------|------------------------|-----------------|----------------------|--|-----------------|
| 1         | General                | Functional      | N/A                  | Drug Testing Information Management System (DTIMS) will be a secure web based application.   |                 |
| 2         | General                | Functional      | N/A                  | DTIMS shall provide the ability to record and manage all information related to drug testing Probation clientele, both juvenile and adult. |                 |
| 3         | General                | Functional      | Information Security | DTIMS shall comply with information security standards as defined in Technical Exhibit 7, Information Security and Privacy Requirements.   |                 |
| 4         | General                | Functional      | Availability         | DTIMS shall be available 24 hours a day, 7 days a week.  |                 |
| 5         | Security               | Functional      | Controlled Access    | Contractor shall provide role based access to DTIMS using Probation's Azure Active Directory.  |                 |
| 6         | Enrollment             | Functional      | Client Profile       | DTIMS shall provide users the ability to create a client profile to enroll the client in a testing program.                                |                 |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area | Category      | Sub-Category   | DTIMS Requirements  | Comments   |
|----|-----------------|---------------|----------------|---|--|
| 8  | Enrollment      | Data Elements | Client Profile | DTIMS shall provide users the ability to record and display the following client information as part of creating a client profile:<br>1. Client Identifier (X-Number or PDJ #)<br>2. Client Last Name<br>3. Client First Name<br>4. Home Address<br>5. Work Address<br>6. Phone Number<br>7. Email Address<br>8. Supervision Area Office<br>9. Assigned Deputy Probation Officer (DPO) Name<br>10. Assigned DPO Email Address<br>11. Assigned DPO Phone Number<br>12. Drug Testing Frequency Requirements (Drop Down)<br>13. Drug Testing Panel Requirements (Drop Down - Multiselect)<br>14. Name of Person completing the enrollment (Auto Populated) |  |
| 9  | Enrollment      | Interface     | Client Profile | DTIMS shall use the X-Number or PDJ # that is entered into the Create Client Profile screen to look up and auto-populate fields 2-10 in requirement ID 8.   | See SOW Technical Exhibit 12 for more information. |
| 10 | Enrollment      | Functional    | Client Profile | DTIMS shall reject the creation of a client profile if the entered X-Number or PDJ # does not match an entry in the County's Adult Probation System (APS) or Probation Case Management System (PCMS).   |  |
| 12 | Enrollment      | Functional    | Client Profile | DTIMS shall allow designated users the ability to establish required criteria to successfully create a client profile. For example, creation may not be completed until Drug Testing Panel Requirements information is entered.   |  |
| 13 | Enrollment      | Functional    | Notification   | DTIMS shall send the user creating a client profile a notification (via email) when the profile has been successfully created.  |  |
| 14 | Enrollment      | Functional    | Notification   | DTIMS shall send the assigned DPO a notification (via email) when a client profile has been successfully created.   |  |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area | Category   | Sub-Category          | DTIMS Requirements  | Comments |
|----|-----------------|------------|-----------------------|---|----------|
| 15 | Scheduling      | Functional | System Admin          | DTIMS shall provide designated users the ability to create testing requirements criteria to establish scheduling parameters such as distance limits and frequency limits. For example, if a client is to test twice a month, both tests will not be scheduled in the same week. |          |
| 16 | Scheduling      | Functional | System Admin          | DTIMS shall provide designated users the ability to create and establish various drug panels that a client may be tested for.   |          |
| 17 | Scheduling      | Functional | Location Scheduling   | DTIMS shall use a client's address information (residence and/or employment) to schedule testing at a location within established distance parameters.  |          |
| 18 | Scheduling      | Functional | Time Scheduling       | DTIMS shall provide the ability to enter a client's time constraints to a client's profile to include work schedule limitations.  |          |
| 19 | Scheduling      | Functional | Time Scheduling       | DTIMS shall use day and time scheduling constraints in a client's profile when scheduling a client for testing.   |          |
| 20 | Enrollment      | Functional | Gang Association      | DTIMS shall provide users the ability to include a client's gang association to a client's profile.   |          |
| 20 | Scheduling      | Functional | Gang Conflicts        | DTIMS shall not schedule clients who are associates of rival gangs to be tested at the same site within an established time.  |          |
| 22 | Scheduling      | Functional | Special Consideration | DTIMS shall provide the ability to create special scheduling parameters for instances when testing should be restricted to a specific time or locations. For example in high-profile situations.  |          |
| 23 | Scheduling      | Functional | Staffing Requirements | DTIMS shall provide the ability to input availability of contractor staff and probation staff. This information shall be used to schedule tests.  |          |
| 24 | Scheduling      | Functional | Auto Scheduling       | DTIMS shall apply any established scheduling criteria and will automatically schedule testing for Probation clients based on available data to include:<br>1. Staffing<br>2. Client Constraints<br>3. Client Testing Requirements   |          |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area | Category   | Sub-Category             | DTIMS Requirements   | Comments |
|----|-----------------|------------|--------------------------|--|----------|
| 25 | Scheduling      | Functional | On-Demand                | DTIMS shall provide users the ability to manually schedule a test for a client.  |          |
| 26 | Scheduling      | Functional | Scheduling Information   | DTIMS shall provide users the ability to view scheduled testing information to include but not limited to:<br>1. Scheduled testing by client<br>2. Scheduled testing by caseload<br>3. Scheduled testing by location   |          |
| 27 | Scheduling      | Functional | Scheduling Information   | DTIMS shall provide clients the ability to view their own scheduled testing information via a secure-web based application to include:<br>1. Near term (within 24 hours) scheduled testing information<br>a. Date b. Time c. Location<br>2. Information about completed tests<br>a. Date b. Location |          |
| 28 | Scheduling      | Functional | Appointment Confirmation | System shall provide Probation clients the ability to confirm via the web application used by the client or via the mobile application that they have received and accept the scheduled appointment for testing.   |          |
| 39 | Scheduling      | Functional | Appointment Rejection    | System shall provide Probation clients the ability to reject a scheduled appoint via the web application.  |          |
| 30 | Scheduling      | Functional | Appointment Rejection    | System shall provide Probation clients the ability to provide a reason for rejecting a scheduled testing appointment.  |          |
| 31 | Scheduling      | Functional | Appointment Rejection    | System shall provide the client a list of optional testing appointments that are on the same day of the original testing appointment.  |          |
| 32 | Scheduling      | Functional | Appointment Rejection    | System shall notify the assigned DPO when a client rejects a scheduled testing appointment and will provide information about the new scheduled appointment.   |          |
| 33 | Scheduling      | Functional | Appointment Rejection    | System shall deliver a notification to the client instructing the client to contact their assigned DPO as soon as possible when a scheduled appointment is rejected.   |          |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area     | Category      | Sub-Category        | DTIMS Requirements  | Comments |
|----|---------------------|---------------|---------------------|---|----------|
| 34 | Scheduling          | Functional    | Client Notification | DTIMS shall provide the ability to notify clients of a scheduled test via:<br>1. Text Message<br>2. Email<br>3. Phone Message   |          |
| 35 | Scheduling          | Functional    | Client Reporting    | DTIMS shall provide the ability to check a client into a location for testing and will capture the following information:<br>1. X-Number or PDJ Number<br>2. Client Name<br>3. Identity verified (Y/N)<br>4. Type of Identification Presented (Drop Down)<br>5. Check In Time<br>6. Check in Location<br>7. Name of person checking the client in   |          |
| 36 | Testing Information | Functional    | Scheduled Testing   | DTIMS shall provide users the ability to view information about a specific client's compliance with scheduled tests to include:<br>1. Client reported to scheduled appointment (Y/N)<br>2. Client was late to scheduled appointment (Y/N)<br>3. Client exhibited difficulty in providing a specimen (Y/N)<br>4. Client refused to provide a specimen (Y/N)<br>5. Client failed to provide a specimen (Y/N)  |          |
| 37 | Testing Information | Data Elements | Test Data           | DTIMS shall capture the following information about every drug test that is completed:<br>1. Client Identifier (X-Number / PDJ)<br>2. Specimen Identifier<br>3. Client Last Name<br>4. Client First Name<br>5. Client Middle Name<br>6. Pre-Scheduled Test (Y/N)<br>7. Type of Test (Urine or Saliva)<br>8. Person collecting specimen Contractor staff or County staff?<br>9. Name of the person that observed the specimen collection<br>10. Employee or ID Number of person who observed<br>11. Location where specimen was collected<br>12. Date specimen was collected<br>13. Time specimen was collected<br>14. Assigned DPO<br>15. Caseload Number<br>16. Initial Results of Test<br>17. Final Results |          |



**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area     | Category   | Sub-Category              | DTIMS Requirements   | Comments |
|----|---------------------|------------|---------------------------|--|----------|
| 38 | Testing Information | Functional | Unscheduled Testing       | DTIMS shall provide the ability to record and display information related to testing that was completed without a previously scheduled testing appointment.  |          |
| 39 | Specimen            | Functional | Specimen Tracking         | DTIMS shall provide the ability to capture information applied to each specimen to facilitate chain of command accountability to include:<br>1. Client Identifier<br>2. Client Last Name<br>3. Client First Name<br>4. Client Middle Name<br>5. Specimen Identifier<br>6. Person collecting specimen Contractor staff or County staff?<br>7. Name of person that observed collection<br>8. Employee or ID Number of person who observed  |          |
| 40 | Specimen            | Functional | Specimen Tracking         | DTIMS shall provide ability to capture and display information related to the location of a specimen and the person or unit that is in possession at all times.  |          |
| 41 | Specimen            | Functional | Specimen Status           | DTIMS shall provide the ability to capture and display information related to the status of specimen to include:<br>1. Pending Analysis<br>2. Analysis in Progress<br>3. Analysis Completed.   |          |
| 42 | Testing Information | Functional | Test information Delivery | Contractor shall deliver drug test results information and it shall be available to view that information on DTIMS within 72 hours of the time that a specimen is collected.   |          |
| 43 | Testing Information | Functional | Test information Delivery | DTIMS shall provide users the ability to view detailed drug test information for each specimen submitted to include:<br>1. X-Number or PDJ Number<br>2. Client Last Name<br>3. Client First Name<br>4. Client Middle Name<br>5. Specimen Identifier<br>6. Detailed test results (To Be Provided Based on Technical Standards)<br>7. Date specimen was collected<br>8. Time Specimen was collected<br>9. Location where specimen was collected<br>10. Person observing collection Vendor employee or County employee?<br>10. Name of the person that observed its collection<br>11. Observer Employee/ID Number |          |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area | Category   | Sub-Category          | DTIMS Requirements  | Comments |
|----|-----------------|------------|-----------------------|---|----------|
| 44 | Interface       | Technical  | Adult Data Delivery   | Contractor shall enable DTIMS to send and receive data from Probation’s case management systems – Probation Case Management System (PCMS) and Adult Probation System (APS). Details of these interfaces can be found in Technical Exhibit 12.   |          |
| 45 | Interface       | Functional | Information Security  | Data transfers shall comply with encryption standards established in Technical Exhibit 7 (Information Security and Privacy Requirements) to the Statement of Work.  |          |
| 46 | Interface       | Functional | Information Security  | <p>Interface files shall be encrypted using Pretty Good Privacy (PGP) with Public/Private keypair based encryption.</p> <p>Data communication between County and the Contractor’s Web Service API shall occur through a secure encrypted method, in accordance with County’s information security requirements specified in Exhibit 7 to the Statement of Work (Information Security Privacy Requirements).</p>   |          |
| 47 | Reporting       | Functional | Business Intelligence | <p>DTIMS shall provide the ability to use a business intelligence tool to create reports from any data captured to include reports by:</p> <ol style="list-style-type: none"> <li>1. Date Range</li> <li>2. Client</li> <li>3. Caseload</li> <li>4. DPO</li> <li>5. Location</li> <li>6. Positive Tests by Drug</li> <li>7. Negative Tests</li> <li>8. Bureau</li> <li>9. Zip Code</li> <li>10. Adult</li> <li>11. Juvenile</li> <li>12. Demographics - Must capture this data</li> </ol> |          |

**TECHNICAL EXHIBIT 11  
MINIMUM SYSTEM REQUIREMENTS**

| ID | Functional Area | Category   | Sub-Category     | DTIMS Requirements  | Comments |
|----|-----------------|------------|------------------|---|----------|
| 48 | Scheduling      | Functional | Reporting        | DTIMS shall provide users that ability to record and display completed testing information to include but not limited to:<br>1. Testing completed by client<br>2. Testing completed by caseload<br>3. Testing completed by location |          |
| 49 | Supplies        | Functional | Inventory        | DTIMS shall provide the ability to maintain an inventory of testing supplies for each testing location.   |          |
| 50 | Supplies        | Functional | Inventory        | DTIMS shall provide designated users (Vendor Personnel) to set inventory criteria that trigger shortage alerts to be sent out.  |          |
| 51 | Supplies        | Functional | Inventory Alerts | DTIMS shall send designated users an email alert when supplies have reached levels that may create testing limitations based on scheduled tests.  |          |
| 52 | Supplies        | Functional | Supply Orders    | DTIMS shall provide designated users the ability to send the vendor a message to order additional supplies for testing locations.   |          |

**TECHNICAL EXHIBIT 12**  
**INTERFACE SPECIFICATIONS**

Exhibit D – Interface Specifications

APS Interfaces

Contractor shall provide an Interface using County’s Web Service Application Programming Interface (“API”) capable of transferring County-specified APS data exchange elements from APS to DTIMS.

- i. DTIMS will use these data elements to ensure accuracy and minimize duplicate data-entry.
- ii. Client information from APS will be used to verify and create DTIMS client profiles.

Adult Client Demographic Interface

**Direction:** APS to DTIMS

**Trigger:** Probation Officer enters an X-Number into the “Create Client Profile” screen in DTIMS.

**Method:** API

**Fields (minimum):**

- Client Identifier (X-Number)
- Client Last name
- Client First Name
- Client Middle Name
- Client Home Address
- Client Work Address
- Phone Number
- Email Address
- Assigned DPO Name
- Assigned DPO Email Address
- Assigned DPO Phone Number
- Assigned Area Office

**Notes:** Contractor shall work with County to confirm and update the requirements for the Interface as specified in Technical Exhibit 11 (Minimum System Requirements), this Technical Exhibit 12 (Interface Specifications), and Technical Exhibit 13 (DTIMS Network Diagram), based on the data elements required to create a DTIMS client profile.

**TECHNICAL EXHIBIT 12**  
**INTERFACE SPECIFICATIONS**

Page 2 of 6

Adult Test Result Interface

**Direction:** DTIMS to APS

**Trigger:** A test result is saved in DTIMS.

**Method:** API

**Fields:**

- Client Identifier (X-Number)
- Specimen Identifier
- Date of scheduled test- (MM/DD/YYYY)
- Date test was performed - (MM/DD/YYYY)
- Time test was performed - (24 Hour Format)
- Test Location (with Following Options)
  - Field
  - Home
  - Office
  - Other
- Test Location Other Comment
- Test Type
  - Urine
  - Urine Presumptive
  - Oral Fluid
  - Oral Fluid Presumptive
- Presumptive Result
- Specimen Collection Comment Code
  - Successfully Collected
  - No Show
  - Refused to provide sample
  - Unable to provide sample
- Laboratory Comment Code
  - Barcode/Label Damaged – Illegible
  - Bottle number does not match specimen number

## TECHNICAL EXHIBIT 12

### INTERFACE SPECIFICATIONS

Page 3 of 6

- DPO/Minor name missing
- Insufficient specimen volume
- No collector's signature
- No Donor Signature
- No urine remain after test
- Received with two different barcodes
- Received without chain of custody form
- Sample not received
- Tamper-evident seal broken
- Urine - abnormal appearance
- Will send result ASAP
- Other
- Laboratory Other Comment
- Client admission of illicit drug use
  - Admit
  - Deny
- Drug that client admitted using
- Test Results
  - Positive
  - Negative
  - Inconclusive
- Drugs Confirmed (If results positive)

**Notes:** Contractor shall work with County to confirm and update the requirements for the Interface in Technical Exhibit 11 (Minimum System Requirements), this Technical Exhibit 12 (Interface Specifications), and Technical Exhibit 13 (DTIMS Network Diagram) based on the data elements to be transferred to APS from DTIMS.

#### PCMS Interfaces

Contractor shall provide an Interface using County's Web Service Application Programming Interface ("API") capable of transferring County-specified PCMS data exchange elements from PCMS to DTIMS.

- iii. DTIMS will use these data elements to ensure accuracy and minimize duplicate data-entry.

## TECHNICAL EXHIBIT 12

### INTERFACE SPECIFICATIONS

Page 4 of 6

- iv. Client information from PCMS will be used to verify and create DTIMS client profiles.

#### Juvenile Client Demographic Interface

**Direction:** PCMS to DTIMS

**Trigger:** Probation Officer enters a PDJ # into the “Create Client Profile” screen in DTIMS.

**Method:** API

**Fields (minimum):**

- Client Identifier (PDJ-Number)
- Client Last name
- Client First Name
- Client Middle Name
- Client Home Address
- Client School Address
- Client Work Address
- Phone Number
- Email Address
- Assigned DPO Name
- Assigned DPO Email Address
- Assigned DPO Phone Number
- Assigned Area Office

**Notes:** Contractor shall work with County to confirm and update the requirements for the Interface as specified in Technical Exhibit 11 (Minimum System Requirements), this Technical Exhibit 12 (Interface Specifications), and Technical Exhibit 13 (DTIMS Network Diagram), based on the data elements required to create a DTIMS client profile.

#### Juvenile Test Result Interface

**Direction:** DTIMS to PCMS

**Trigger:** A test result is saved in DTIMS.

**Method:** API

**Fields:**

- Client Identifier (PDJ-Number)

**TECHNICAL EXHIBIT 12**  
**INTERFACE SPECIFICATIONS**

Page 5 of 6

- Specimen Identifier
- Date of scheduled test- (MM/DD/YYYY)
- Date test was performed - (MM/DD/YYYY)
- Time test was performed - (24 Hour Format)
- Test Location (with Following Options)
  - Field
  - Home
  - Office
  - Other
- Test Location Other Comment
- Test Type
  - Urine
  - Urine Presumptive
  - Oral Fluid
  - Oral Fluid Presumptive
- Presumptive Results
- Specimen Collection Comment Code
  - Successfully Collected
  - No Show
  - Refused to provide sample
  - Unable to provide sample
- Laboratory Comment Code
  - Barcode/Label Damaged – Illegible
  - Bottle number does not match specimen number
  - DPO/Minor name missing
  - Insufficient specimen volume
  - No collector's signature
  - No Donor Signature
  - No urine remain after test
  - Received with two different barcodes
  - Received without chain of custody form



## TECHNICAL EXHIBIT 12

### INTERFACE SPECIFICATIONS

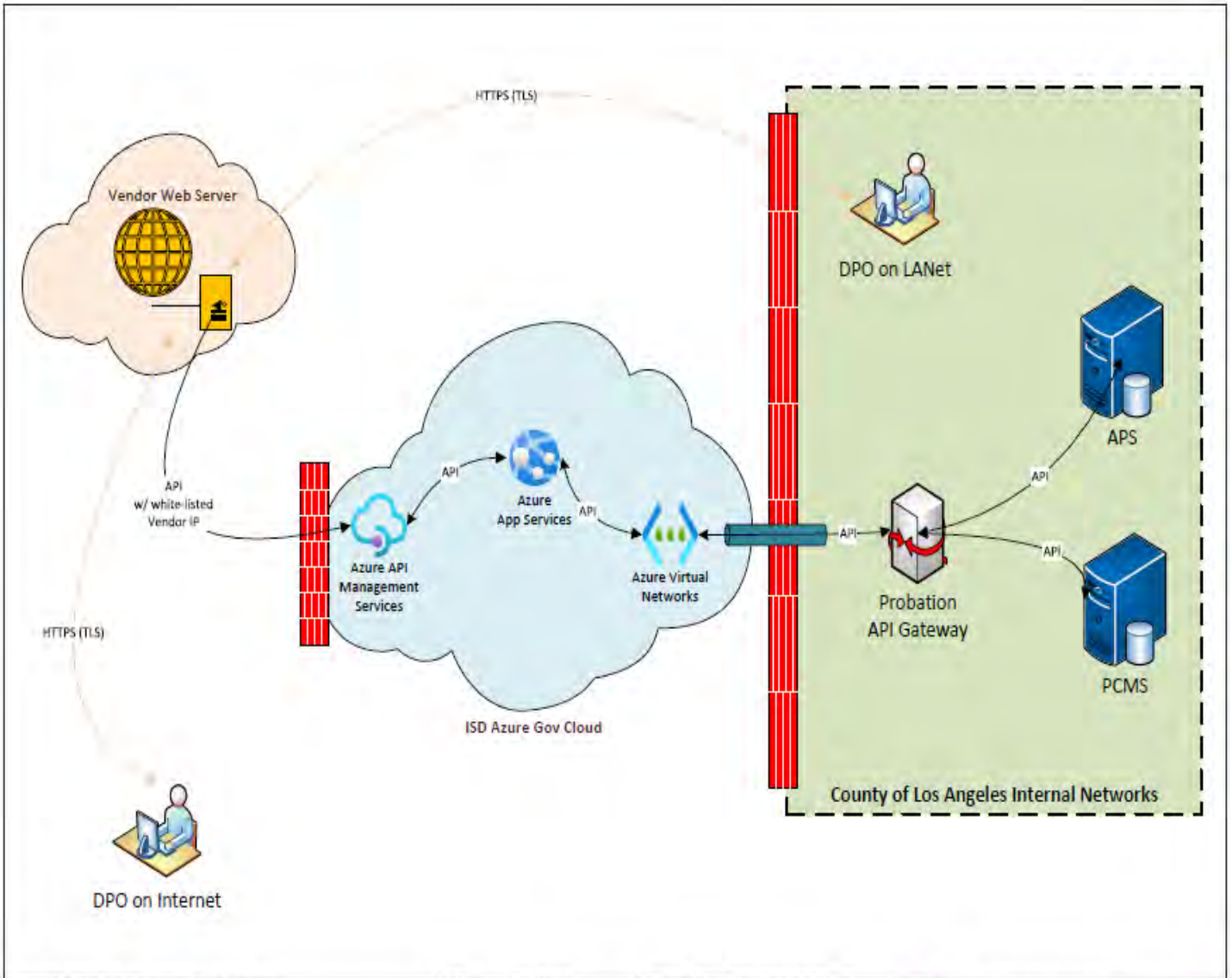
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- Sample not received
- Tamper-evident seal broken
- Urine - abnormal appearance
- Will send result ASAP
- Other
- Client admission of illicit drug use
  - Admit
  - Deny
- Drug that client admitted using
- Test Results
  - Positive
  - Negative
  - Inconclusive
- Drugs Confirmed (If results positive)

**Notes:** Contractor shall work with County to confirm and update the requirements for the Interface in Technical Exhibit 11 (Minimum System Requirements), this Technical Exhibit 12 (Interface Specifications), and Technical Exhibit 13 (DTIMS Network Diagram) based on the data elements to be transferred to PCMS from DTIMS.

# TECHNICAL EXHIBIT 13

## DTIMS NETWORK DIAGRAM



|           |  |                |  |            |                                 |
|-----------|--|----------------|--|------------|---------------------------------|
| Title:    | DTIMS Network Diagram                      | Author:        | Charlie Cheng                          | Filename:  | DTIMSNetworkDiagram01182022.vsd |
| Subtitle: | Conceptual design                          | Revision:      | 0.3                                    | Page:      | 1 of 1                          |
| Project:  | Drug Testing Information Management System | Date:          | January 18, 2022                       | Last Edit: | January 16, 2022                |
| DEPT:     | Probation Department                       | File Location: | DTIMS\DTIMSNetworkDiagram\01182022.vsd |            |                                 |
|           |  | Notes:         | Conceptual design                      |            |                                 |



Probation Department  
Information Systems Bureau  
Infrastructure and Operations



**APPENDIX C**  
**SAMPLE RFP CONTRACT**



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**(CONTRACTOR)**  
**FOR**  
**OBSERVED BIOLOGICAL SPECIMEN COLLECTION FOR**  
**DRUG TESTING AND LABORATORY CONFIRMATION**  
**REPORTING SERVICES**

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**STANDARD EXHIBITS**

(NOT ATTACHED – TO BE INCLUDED IN FINAL CONTRACT)

A Statement of Work (SOW) .....

B Pricing Sheet .....

C Contractor’s EEO Certification.....

D County’s Administration.....

E Contractor’s Administration .....

F Contractor Acknowledgement and Confidentiality Agreement.....

F1 Contractor Employee Acknowledgement and Confidentiality Agreement.....

F2 Contractor Non-Employee Acknowledgement and Confidentiality Agreement.....

G Jury Service Ordinance .....

H Safely Surrendered Baby Law .....

I Charitable Contributions Certification .....

J Background Request Form.....

K Defaulted Property Tax Reduction Program/Form.....

L Confidentiality of CORI Information .....

M Performance Requirements Summary (PRS) Chart .....



**SAMPLE CONTRACT**  
**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**

**AND**

---

**TO PROVIDE**  
**OBSERVED BIOLOGICAL SPECIMEN COLLECTION FOR DRUG TESTING AND**  
**LABORATORY CONFIRMATION REPORTING SERVICES**

This Contract (together with all exhibits and attachments hereto, all as amended from time to time, this “Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the County of Los Angeles, hereinafter referred to as “County” and \_\_\_\_\_, hereinafter referred to as “Contractor”. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the County of Los Angeles Probation Department has a need for the services of a vendor to provide observed biological specimen collection for drug testing and laboratory confirmation reporting services, as further described in this Contract; and

**WHEREAS**, the County is authorized to enter into a contract for such services under California Governmental Code Section 31000; and

**WHEREAS**, the County is authorized to enter into a contract for such services under California Governmental Code section 26227, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physical, mentally and financially handicapped persons and aged persons; and

**WHEREAS**, the County and Contractor desire to enter into this Contract for Contractor’s provision of such services, on the terms and conditions described herein.

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

**1 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, G1, G2, G3, G4, H, I, J, K, L, and M, 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:**

(NOT ATTACHED – TO BE INCLUDED IN FINAL CONTRACT)

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.4 EXHIBIT C - Contractor's EEO Certification
- 1.5 EXHIBIT D - County's Administration
- 1.6 EXHIBIT E - Contractor's Administration
- 1.7 EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT F1 - Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT F2 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT G - Jury Service Ordinance
- 1.9 EXHIBIT H - Safely Surrendered Baby Law
- 1.15 EXHIBIT I - Charitable Contributions Certification
- 1.17 EXHIBIT J - Background Request Form
- 1.19 EXHIBIT K - Defaulted Property Tax Reduction Program/Form
- 1.20 EXHIBIT L - Confidentiality of CORI Information
- 1.21 EXHIBIT M- Performance Requirements Summary (PRS) Chart

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 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.2 Confidential Information:** As defined in Paragraph 7.6 (Confidentiality & Security).
- 2.1.1.3 Contract:** As defined in the preamble to this Contract.
- 2.1.1.4 Contractor:** As defined in the preamble to this Contract.
- 2.1.1.5 Contractor's Project Director:** as defined in Appendix A (Statement of Work) Section 6.3 (Project Director).
- 2.1.1.6 Contractor's Program Manager:** as defined in Appendix A (Statement of Work) Section 6.4 (Project Manager).
- 2.1.1.7 County:** As defined in the preamble to this Contract.
- 2.1.1.8 County Data:** As defined in paragraph 9.1.4.1 (Ownership of County Data).
- 2.1.1.9 County Indemnities:** As defined in Paragraph 8.23 (Indemnification).
- 2.1.1.10 County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to the Contract.
- 2.1.1.11 County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.1.1.12 County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.1.1.13 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.1.14 Deficiency:** With respect to DTIMS, any portion thereof, or any other task, deliverable, goods, services, or other work, a failure of the DTIMS, any portion thereof, or any other task, deliverable, good, service or other work, to conform to its Specifications, or with respect to the DTIMS or any

portion thereof, a failure that impairs the performance of the DTIMS when operated in accordance with the Contract.

- 2.1.1.15 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the DTIMS, including, but not limited to, online help screens contained in the DTIMS, existing as of the effective date of this Contract and any revisions, supplements, or updates from time to time thereto.
- 2.1.1.16 DTIMS or System:** The Drug Testing Information Management System provided by Contractor to County according to the terms of this Contract. The DTIMS includes but is not limited to all Contractor software and/or third-party software included therein; all interfaces between the DTIMS and other County systems; all Revisions; all tasks, deliverables, goods, services, and other work provided by Contractor in order to host the DTIMS according to the terms of this Contract, and all Documentation.
- 2.1.1.17 Federal:** The federal government of the United States of America.
- 2.1.1.18 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.19 Intellectual Property Rights:** All intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof).
- 2.1.1.20 Personally Identifiable Information:** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personal Data shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") § 6801 et seq.), Protected Health Information, and Personally Identifiable

Information as that term is defined in California Civil Code section 19798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

- 2.1.1.21 Revisions:** All configurations, customizations, bug fixes, patches, updates, upgrades, and new versions to software and/or interfaces from time to time provided by Contractor under this Contract, including but not limited to those Revisions provided to: (a) correct an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) for the DTIMS to remain in compliance with the Specifications; and (c) for the DTIMS to remain in compliance with applicable Federal, State, and local laws, rules, and regulations.
- 2.1.1.22 Specifications:** All specifications, requirements, and standards specified in the Statement of Work; the Documentation for the DTIMS, to the extent not inconsistent with any of the foregoing; all specifications for the DTIMS provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the DTIMS, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other DTIMS criteria or any element of the DTIMS, but only to the extent not inconsistent with any of the foregoing.
- 2.1.1.23 State:** The State of California.
- 2.1.1.24 Statement of Work:** Exhibit A (Statement of Work) to this Contract, together with the technical exhibits thereto, which includes but is not limited to the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the services and providing the tasks, deliverables, goods, and other work under this Contract.
- 2.1.1.25 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

**2.1.1.26 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 the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

**2.1.1.27 Third Party Vendors:** As defined in Paragraph 9.1.1.3 (Third Party Vendors).

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, goods, services and other work as set forth in this Contract.
- 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 commence following Board approval and will continue for a five (5) year period, unless terminated or extended in whole or in part, as provided in the Contract. Contingent upon available funding, the Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to two (2) additional and consecutive thirty (30) month periods for a total maximum Contract term of ten (10) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor the Contractor's performance history. Information entered into such databases 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 County of Los Angeles Probation Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the

Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit D (County's Administration).

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all tasks, deliverables, goods, services, and other work under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$ \_\_\_\_\_, for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform, provide, and complete all tasks, deliverables, goods, services, and other work specified in this Contract.

The Contractor shall return to the County any unspent funds in excess of actual administrative/indirect costs under this Contract at the end of each Contract term. The Contractor must return to the County any funds received in excess of administrative/indirect costs. The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

### **5.2 Written Approval for Reimbursement**

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services, or other work performed or provided, 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, as specified in Section 5.1.1 above. Upon occurrence of this event, the Contractor shall send written notification to Los Angeles County Probation Department at the address herein provided in Exhibit D (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 the County for payment of any money or reimbursement, of any kind whatsoever, for any task, deliverable, good, service, or other work performed or provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this 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 monthly in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices that were provided by Contractor provided during the prior month, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's invoiced amounts shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the 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 Sheet).

5.5.3 The Contractor's invoices shall contain the information set forth in Statement of Work describing the tasks, deliverables, goods, services, and other work, hours spent, and facility and/or other work for which payment is claimed, and shall tie back to the applicable



Exhibit B (Pricing Sheet) item for which the amount is billed and attach a detail invoice monthly report.

Each invoice needs to identify quantity provided for each applicable item in the pricing sheet and attaches a detailed listing of all services provided during the month by individual probationer/client.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

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

**Attention: Drug Testing Consultant  
County of Los Angeles Probation Department  
Attention: Fiscal Department, P-73  
9150 East Imperial Highway  
Downey, CA 90242**

#### **5.5.6 County Approval of Invoices**

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

#### **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

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

### **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.6.1 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).

5.6.2 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.

5.6.3 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.

5.6.4 At any time during the duration of the 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 D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Contract Manager**

6.2.1 The role of the County's Contract Manager may include:

6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the 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 the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Program Manager**

6.3.1 The role of the County's Program Manager is authorized to include:

6.3.1.1 Meeting with the Contractor's Project Director 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 the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Program 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 the County in any respect whatsoever.

### **6.4 County's Contract Monitor**

6.4.1 The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Staff**

7.2.1 The Contractor shall have a Project Director pursuant to Section 6.3 (Project Director) of Statement of Work.

7.2.2 The Contractor shall be responsible for providing competent staff pursuant to Section 6.4 (Personnel) of Statement of Work.

### **7.3 Approval of Contractor's Staff**

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

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

- 7.3.2 Contractor shall use best efforts to assure continuity during the term of the Contract of Contract personnel performing key functions under this Contract, together with Contractor's Project Director (in this Paragraph 7.3, the "Contractor Key Personnel"). Notwithstanding the foregoing, County's Project Director may require removal of any Contractor Key Personnel.
- 7.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Contract, Contractor shall provide County with notice at least fourteen (14) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 7.3.4 Contractor shall promptly (and in any event no later than fourteen (14) days of providing County notice under Paragraph 7.3.3) fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 7.3.5 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County or members of the public (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

#### **7.4 Intentionally Omitted**

#### **7.5 Background and Security Investigations**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under this Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. Elements of the monitoring report shall receive prior written approval from the County.

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's staff to the County's Program Manager prior to the staff starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's staff as set forth in Exhibit J (Background Request Form) of this Contract. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's staff at any time. **The Contractor's or the subcontractor's staff shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.5.2 No staff employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the staff for this service is approved in writing by the County.
- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

## **7.6 Confidentiality and Security**

### **7.6.1 General Confidentiality Obligation**

The Contractor shall be responsible for protecting, safeguarding, and maintaining the confidentiality of all County records and information, including but not limited to Personally Identifiable Information; information relating to County's constituents, users, partners, or

personnel; juvenile and adult criminal history information and other records; Los Angeles County Probation Department case information; and any other County Data, obtained and/or produced under the provisions of this Contract (collectively, “Confidential 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 Nature of Confidential Information**

Contractor agrees that all of County’s Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”. Notwithstanding the foregoing or Paragraph 7.6.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party’s Confidential Information.

## **7.6.3 Required Actions Regarding County’s Confidential Information**

7.6.3.1 The Contractor shall restrict access to the County’s Confidential Information only to its officers, employees, agents and subcontractors who need the County’s Confidential Information to perform official duties under the Contract. The Contractor shall inform all of its officers, employees, subcontractors, and other agents providing services hereunder of the confidentiality and security provisions of this Contract.

7.6.3.1.1 The Contractor shall sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).

7.6.3.1.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F1 (Contractor Employee Acknowledgement and Confidentiality Agreement).

7.6.3.1.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

7.6.3.2 The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or subcontractors with respect to which the Contractor shall have complied with Paragraph 7.6.3.1; (c) not disclose, except as otherwise specifically permitted by the Contract, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, at County's election, return, destroy, or maintain all of County's Confidential Information in accordance with this Contract.

7.6.3.3 Without limiting the generality of the preceding paragraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County's Confidential Information, the Contractor shall promptly notify (to the extent permitted by law) the County. Thereafter, the Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the Contractor shall use commercially reasonable efforts to delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

#### **7.6.4 Confidentiality of Adult and Juvenile Records**

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and case information

provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.4.1 The Contractor's staff performing work under this Contract shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit L (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.6.4.2 The Contractor agrees to inform all of its employees, agents, subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of a misdemeanor.

#### **7.6.5 CJIS Security Policy and Addendum**

Contractor shall comply with the provisions of the Criminal Justice Information Systems ("CJIS") Security Policy, as amended from time to time ("CJIS Security Policy"), which are applicable to Contractor in the performance of any and all work under this Contract.

#### **7.6.6 Non-Exclusive Equitable Remedy**

The Contractor acknowledges that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, the County may be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

#### **7.6.7 Personally Identifiable Information**

In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all



applicable State and Federal laws, rules, and regulations for the sole purpose of performing work under this Contract.

#### **7.6.7.1 Treatment of Personally Identifiable Information**

Without limiting any other warranty or obligations specified in this Contract, and in particular the confidentiality and security provisions of this Paragraph 7.6, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Contract and all applicable State and Federal laws, rules, and regulations.

#### **7.6.7.2 Retention of Personally Identifiable Information**

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase at County's option all originals and copies of such PII in accordance with this Paragraph 7.6 (Confidentiality and Security).

#### **7.6.8 Information Security and Privacy Requirements**

Without limiting this Paragraph 7.6, Contractor, its officers, employees, subcontractors, agents, and the DTIMS, as applicable, shall, at all times, during the term of this Contract, comply with Exhibit W (Information Security Contract Requirements).

#### **7.6.9 Specific Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, subcontractors, or other agents, to comply with this Paragraph 7.6

(Confidentiality and Security), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 7.6 (Confidentiality and Security) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### **7.6.10 Material Breach**

Any breach of this Paragraph 7.6 by Contractor shall constitute a material breach of this Contract and be grounds for termination of this Contract pursuant to the applicable provisions of Paragraph 8.43 (Termination for Default) of this Contract.

## **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 Probation Officer or his/her 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 Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract

during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her 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, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, 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 in accordance with Paragraph 8.1. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 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 the 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, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the 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 Program 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 Program 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, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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

## **8.7 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 C (Contractor's EEO Certification).

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 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 (as defined in Paragraph 8.8.2.2) 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.

8.8.2.2 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) the “Contractor” has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor meets the definition of “Contractor” under the Jury Service Program and uses any subcontractor to perform services for the County under this 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 Contract.

8.8.2.3 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.

8.8.2.4 The Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 are on a County 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/START Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants



by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/START 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 Los Angeles County Probation 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 Los Angeles County Probation 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 the subcontractors of the County contractors.

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

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

and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **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. The 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, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

## **8.17 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 Indemnitees 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. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 8.17 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval

## **8.18 Counterparts and Electronic Signatures 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 Indemnitees 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. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 8.19 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

## **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's delay in performing 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 the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## **8.21 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.

## **8.23 Indemnification**

**8.23.1 General Indemnification.** The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively, "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. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 8.23 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

**8.23.2 Intellectual Property Indemnification.** Contractor shall indemnify, hold harmless, and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or



by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the DTIMS or other Contractor Proprietary Technology (collectively, the "Indemnified Items") (collectively referred to for purposes of this Paragraph 8.23.2 as "Infringement Claim(s)").

8.23.2.1 Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 8.23 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.23.2.2 County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under this Paragraph 8.23.2, or in County's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Paragraph 8.23.2, Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-

disclosing (hereinafter collectively for the purpose of this Paragraph 8.23.2, "Remedial Act(s)").

8.23.2.3 If Contractor fails to complete the Remedial Acts described in Paragraph 8.23.2.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all fees paid by County to Contractor under the Contract for the DTIMS as apportioned by County in its sole discretion, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to in this Paragraph 8.23.2.3 as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (collectively in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage), the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the 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 (in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage), "Certificate") satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the 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 the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 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:

**Oscar Rivas, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**Email address:**

**[Oscar.Rivas@probation.lacounty.gov](mailto:Oscar.Rivas@probation.lacounty.gov)**

**Fax#: (562) 658-2307**

8.24.2.6 The Contractor also shall promptly report to the 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 the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the 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 the Contractor and/or the County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, elected and appointed officers, agents, employees and volunteers (collectively in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage), "County and its Agents") shall be provided additional insured status under the Contractor's General Liability policy with respect to liability arising out of the Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

The Contractor shall provide the County with, or the Contractor's insurance policies shall contain a provision that the 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 the 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**

The 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 the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue Contractor reimbursement.

#### **8.24.6 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 the County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

The 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 the 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 the 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**

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

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 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. The 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**

The 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, the 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 the 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 the County and its Agents as an additional insured, with limits of not less than:

|  |             |
|--|-------------|
| General Aggregate:                       | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury:         | \$1 million |
| Each Occurrence:                         | \$1 million |

**8.25.2 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 the 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 the 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 the 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 the 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 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 Contract's expiration, termination or cancellation.

##### **8.25.4.3 Intentionally Omitted**

##### **8.25.4.4 Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$2 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

##### **8.25.4.5 Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software



copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

**8.25.4.6** The Contractor must 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 must 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, will 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.

## **8.26 Liquidated Damages**

8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the

terms and obligations assumed hereby, the Chief Probation Officer, 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 Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, 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 Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata; 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 M (Performance Requirements Summary (PRS) Chart) 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 Subparagraph 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 Subparagraph 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 C (Contractor's EEO Certification).

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

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

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor 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 Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to resolve the dispute, the Chief Probation 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 H (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **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, overnight delivery with a reputable overnight delivery carrier, 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).

Notices and demands sent hereunder shall be deemed delivered immediately upon hand delivery, one (1) Day of deposit for overnight delivery with a reputable overnight delivery carrier, and within four (4) Days of deposit in the U.S. Mail if sent first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation 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 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. Any legal defense pursuant to the Contractor indemnification obligations under this Paragraph 8.36

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

### **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 Program Manager. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this 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 Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 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 Indemnities harmless in accordance with this Contract 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 Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 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, the Contractor shall ensure delivery of such documents to:

**Oscar Rivas, Contract Analyst**  
**County of Los Angeles Probation Department**  
**Contracts & Grants Management Division**  
**9150 East Imperial Highway, Room D-29**  
**Downey, CA 90242**  
Email address: [Oscar.Rivas@probation.lacounty.gov](mailto:Oscar.Rivas@probation.lacounty.gov)  
Fax#: (562) 658-2307

**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 the County's Contract Manager:

8.43.1.1 The Contractor has materially breached this Contract and has failed to cure such breach 30 Days following delivery by County to Contractor of written notice specifying such failure; or

8.43.1.2 The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, good, service, or other work required either under this Contract; or

8.43.1.3 The 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 delivery by County to Contractor 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 Subparagraph 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 Subparagraph 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 the 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 the 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 the 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 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers is set forth in Exhibit K (Defaulted Property Tax Reduction Program/Form) of this Contract.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this 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 the 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 the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the 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 (California 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**

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

If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The 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 the Contractor's staff pursuant to this paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally Omitted**

### **8.56 Compliance with Fair Chance Employment Hiring Practices**

The Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the 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 Proposer/Contractor 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 Contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **8.61 Compliance with County's Women in Technology Hiring Initiative**

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov.

## **8.62 Effect of Termination**

8.62.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Contract to the extent not terminated.
2. Contractor shall cease to perform the portion of the work being terminated on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County.
3. County will pay to Contractor all sums due and payable to Contractor for work properly performed through the effective date of such expiration or termination (prorated as appropriate).
4. Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County or at County's election destroy all copies of such Confidential Information in accordance with this Contract.

8.62.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.62.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County

hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition as provided herein. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (in this paragraph, "Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in an Amendment. Additionally, upon the expiration or termination of this Contract, County may require Contractor to provide services to assist County to transition DTIMS operations from Contractor to County or County's designated third party (in this paragraph, "Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using any applicable rates set forth on Exhibit B (Pricing Sheet). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Paragraph 8.62.3 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Additionally, in the event that County terminates the Contract for any breach by Contractor, County shall be entitled to seek reimbursement from Contractor for all costs incurred by County in connection with Contractor's provision of Transition Services, including but not limited to all fees paid to Contractor for such Transition Services. Compliance with this Paragraph 8.62.3 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Proprietary Considerations**

#### **9.1.1 License Grants and Limitations**

**9.1.1.1 Access License.** Contractor grants to County a unlimited (except as limited by this Contract), non-exclusive, non-transferable (except as permitted by this Contract) license, without the right to sublicense, to remotely access and use the DTIMS in accordance with the terms of this Contract for the length of the term of this Contract.

**9.1.1.2 Third Party Vendors.** Contractor acknowledges and agrees that County may use certain third-party vendors for purposes of performing some of County's internal business processes ("Third Party Vendors"). County may allow its Third Party Vendors to access and use the DTIMS subject to the terms and conditions of this Contract solely for County's internal business processing services, subject to the following conditions: (i) County agrees to be fully responsible for all use of the DTIMS by its Third Party Vendors; (ii) County will ensure compliance by Third Party Vendors with the terms and conditions of this Contract, including without limitation, the applicable provisions of Paragraph 7.6 (Confidentiality and Security) of this Contract; and (iii) upon termination of its relationship with such Third Party Vendors or of this Contract, County will ensure that all access to the DTIMS by such Third Party Vendors ceases immediately.

**9.1.1.3 Limitations.** Unless otherwise expressly authorized in this Contract, County will not will not: (i) modify, adapt, alter, translate, or create derivative works from the DTIMS; (ii) merge the DTIMS (or any part thereof) with any other software, products or services (other than Contractor-provided interfaces or interfaces developed based upon Specifications provided by Contractor); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the DTIMS (or any part thereof) or any other associated products and services to any third party (other than as permitted under Paragraph 9.1.1.3 (Third Party Vendors) above); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the DTIMS (or any part thereof); (v) otherwise use or copy the DTIMS (or any part thereof) except as expressly allowed under this Contract or (vi) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the DTIMS (or any part thereof).

**9.1.2 Documentation.** At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the

DTIMS. If the Documentation for the DTIMS is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County and Third Party Vendor personnel, or County designees and users of the DTIMS, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the DTIMS as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form.

### **9.1.3 Revisions**

9.1.3.1 During the term of this Contract, all Revisions shall be provided to County as part of Contractor's maintenance and support services under Paragraph 9.2 (Maintenance and Support and Hosting Services) at no additional charge beyond the fees set forth in Exhibit B (Pricing Sheet), regardless of whether Contractor charges other customers for such Revisions.

9.1.3.2 Contractor may from time to time make material Revisions to the DTIMS. In the event of such Revisions, (a) the Revision of the DTIMS will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such material changes, written notice and a demonstration of such material changes (for any minor changes or security updates a shorter notice period may be required). If such advanced demonstration reveals material adverse effects on functionality or operation of the DTIMS, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the DTIMS and continue to receive maintenance and support services as required hereunder for the remainder of the term of this Contract. County shall be entitled to withhold payment demonstrated correction of the issues identified. During the term of this Contract, as part of maintenance and support

services, County shall receive access to all new Revisions of the DTIMS that Contractor makes available to its other licensees without additional charge as provided in this Paragraph 9.1.3 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the term of this Contract, Contractor shall only provide maintenance and support services for the current version of DTIMS and the most recent prior one (1) versions.

#### **9.1.4 Proprietary Rights**

**9.1.4.1 Ownership of County Data.** All of the County's Confidential Information, including without limitation Personally Identifiable Information, information relating to County's constituents, users, partners, or personnel; juvenile and adult criminal history information and other records; Los Angeles County Probation Department Case information; any other sensitive records or information; and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract; and all of the output from the DTIMS generated by County's use of the DTIMS, including without limitation, reports, graphs, charts, modified County Data, etc., but expressly excluding any form templates of such reports, graphs or charts that by themselves that do not include County Data (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County.

**9.1.4.2 Ownership of Deliverables and Intellectual Property Rights Created Under this Contract.** The 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. 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. The 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.

**9.1.4.3 Proprietary Rights in the Contractor Proprietary Technology.** As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all Intellectual Property Rights in the DTIMS or other deliverables in existence as of the effective date of this Contract or developed outside of the scope of this Contract (collectively, “Contractor Proprietary Technology”). County acquires no rights to Contractor Proprietary Technology except for the license interests granted under this Contract. County acknowledges that the Contractor Proprietary Technology contains Confidential Information belonging to Contractor and its third-party suppliers, and that nothing herein gives County any right, title or interest in such Contractor Proprietary Technology except as otherwise expressly set forth in this Contract. County acknowledges and agrees that Contractor may use, without restriction but at Contractor’s own risk, all suggestions, improvements and ideas concerning any part of the Contractor Proprietary Technology that may be communicated to Contractor by County.

9.1.4.3.1 All Contractor Proprietary Technology shall be plainly and prominently marked by the Contractor as “Proprietary” or “Confidential” on each appropriate page of any document containing such material according to Paragraph 8.36 (Public Records Act).

9.1.4.3.2 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.

9.1.4.3.3 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.1.4.3.2 for any of the Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.1.4.3.1 or for any

disclosure which the County is required to make under any state or Federal law or order of court.

**9.1.5 Third Party Product.** The Contractor shall not use any software or other content licensed, leased, or otherwise obtained by Contractor from a third-party (in this Paragraph 9.1.5, "Third Party Product") in the DTIMS without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County on connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a license for County and County's agents and assigns, to use the Third Party Product that is consistent with the license rights granted hereunder with respect to the DTIMS. For the avoidance of doubt, Contractor shall maintain, support, and host, at no additional charge to County, all Third Party Product to the same extent as the other components of the DTIMS.

## **9.2 Maintenance and Support and Hosting Services**

During the term of this Contract, Contractor shall provide to County the maintenance and support services and hosting services for the DTIMS as set forth in this Contract, including the Statement of Work and Exhibit W (Information Security Contract Requirements), at no additional charge beyond the fees set forth in Exhibit B (Pricing Sheet). Without limiting the foregoing, there shall be no additional charge to County for on-site maintenance and support services to remedy a breach of warranty, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Paragraph 9.2 (Maintenance and Support and Hosting Services). The Contractor shall at all times host the DTIMS in hosting facility that is at a minimum FedRAMP Moderate.

## **9.3 Unique Representations and Warranties**

9.3.1 All tasks, deliverables, goods, services, and other work hereunder shall be performed and developed in a professional, competent, and timely manner by appropriately qualified Contractor personnel in accordance with this Contract and consistent with the Mandatory Guidelines for Federal Workplace Drug Testing Programs set forth by the U.S. Department of Health and Human Services (HHS) from time to time, by the authority of Section 503 of Public Law 100-71, 5 U.S.C. Section 7301, and Executive Order No. 12564 (or successor guidelines) and other applicable industry best practices.

9.3.2 The DTIMS (and all portions thereof) shall conform to the Specifications and requirements set forth in this Contract without material Deficiencies during the term of this Contract.



- 9.3.3 Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the DTIMS and other tasks, deliverables, goods, services, and other work comply with the Specifications and the other requirements of this Contract. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls in order to verify and/or improve the quality of the DTIMS and other tasks, deliverables, goods, services, and other work. Contractor represents and warrants there is no existing pattern or repetition of customer complaints regarding the DTIMS or other tasks, deliverables, goods, services, or other work, including functionality or performance issues, and Contractor's engineers have not currently identified any repeating adverse impact on the DTIMS, including functionality or performance, for which the root cause is believed to be a flaw or defect in the DTIMS.
- 9.3.4 Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the DTIMS or any component thereof through any code, device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, any disabling or malicious code or malware, which has the potential or capability of compromising the security or confidentiality of the Confidential Information or of causing any unplanned interruption of the accessibility of the DTIMS or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the DTIMS, any component thereof, or the data contained therein (collectively "Disabling Devices").
- 9.3.5 Contractor shall implement practices and procedures consistent with guidance defined in International Organization for Standardization security standard 27002, Section 10.4.1, as in effect from time to time, to prevent Disabling Devices from being incorporated or introduced into any component of the DTIMS by Contractor or any third party and to detect Disabling Devices in the event preventive measures fail.
- 9.3.6 Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County, other than to the applicable affected vendor(s), law enforcement and/or computer security coordinating organizations,

in each case, with County's prior written consent which will not be unreasonably withheld.

- 9.3.7 The DTIMS shall not contain defamatory or indecent matter, and County's use of the DTIMS in accordance with this Contract will not infringe the intellectual property rights of any third party.
- 9.3.8 To the extent permissible under the applicable third party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third party licensors and suppliers, including hardware vendors.
- 9.3.9 During term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the DTIMS (or any part thereof) in accordance with this Contract. This Contract and the DTIMS licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the DTIMS without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the DTIMS contains any untrue statements about the prior experience or corporate description of Contractor, or omits any fact necessary to make such statement not misleading.
- 9.3.10 County's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at Contractor's own expense, of the non-conforming DTIMS or applicable tasks, deliverables, goods, services, or other work, the specific remedies set forth in the Statement of Work, and other corrective measures afforded to County by Contractor under the Statement of Work and this Contract.

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

## **9.7 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## **9.8 Intentionally Omitted**

## **9.9 Local Small Business Enterprise (LSBE) Preference Program**

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.9.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.9.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.9.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

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

### **9.10 Social Enterprise (SE) Preference Program**

- 9.10.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.10.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.10.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.10.4 If the Contractor has obtained the County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, the Contractor shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

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

### **9.11 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.11.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.11.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.11.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.11.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, the Contractor shall:
  1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

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

**IN WITNESS WHEREOF**, the 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.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

EDWARD YEN  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By: \_\_\_\_\_

(CONTRACTOR NAME)

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

DAWYN R. HARRISON  
COUNTY COUNSEL

By: \_\_\_\_\_  
JASON C. CARNEVALE  
DEPUTY COUNTY COUNSEL

**APPENDIX D**  
**REQUIRED FORMS**  
**FOR**  
**REQUEST FOR PROPOSALS (RFP)**  
**TO PROVIDE**  
**OBSERVED BIOLOGICAL SPECIMEN COLLECTION FOR**  
**DRUG TESTING AND LABORATORY CONFIRMATION**  
**REPORTING SERVICES**



**APPENDIX D  
REQUIRED FORMS  
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**REQUIRED FORMS - EXHIBIT 1**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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

1. Is your firm a corporation or limited liability company (LLC)?  **Yes**  **No**

If yes, complete:

Legal Name (found in Articles of Incorporation/Organization) \_\_\_\_\_

State of Incorporation/Organization \_\_\_\_\_ Year Inc. \_\_\_\_\_

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner: \_\_\_\_\_

3. Is your firm doing business under one or more DBA's?  **Yes**  **No**

If yes, complete:

|             |                               |                        |
|-------------|-------------------------------|------------------------|
| <b>Name</b> | <b>County of Registration</b> | <b>Year became DBA</b> |
|-------------|-------------------------------|------------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

4. Is your firm wholly/majority owned by, or a subsidiary of another firm?  **Yes**  **No**

If yes, complete:

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Has your firm done business as other names within last five (5) years?  **Yes**  **No**

If yes, complete:

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

Name \_\_\_\_\_ Year of Name Change \_\_\_\_\_

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?

**Yes**  **No** If yes, provide information:

\_\_\_\_\_

\_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 1**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

The Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Mandatory Qualifications as stated in Paragraph 3 of this Request for Proposal, as listed below.

Check the appropriate boxes:

**Yes**    **No**   Subparagraph 3.1.1   The Proposer must submit a proposal by **January 23, 2025, 12:00 p.m., PT.**

**Yes**    **No**   Subparagraph 3.1.2   The Proposer must demonstrate a minimum of two (2) years experience within the past three (3) years in administering Federal, State, County or City Contracts.

**Yes**    **No**   Subparagraph 3.1.3   The Proposer must provide proof they are certified by the U.S. Department of Health & Human Services Substance Abuse and Mental Health Administration (SAMHSA). Attach copies of proficiency reports for the last two (2) years.

**Yes**    **No**   Subparagraph 3.1.4   The Proposer must have at least three (3) years of experience within the last five (5) years deploying drug testing management applications for a minimum of five (5) separate clients.

**Yes**    **No**   Subparagraph 3.1.5   The Proposer must have an administrative business office located within or adjacent to the County of Los Angeles. The address of the administrative business office must be included in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix D (Required Forms).

**The address to the administrative business office located within or adjacent to the County of Los Angeles must be listed here:**

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 1**  
**PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

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- Yes**    **No**   Subparagraph 3.1.6   If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

# REQUIRED FORMS – EXHIBIT 1

## PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

**I. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| <b>Business Structure:</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise<br><input type="checkbox"/> Other (Specify) _____ |  |        |          |        |       |        |
|--|--|--------|----------|--------|-------|--------|
| <b>Total Number of Employees</b> (including owners):   |  |        |          |        |       |        |
| <b>Race/Ethnic Composition of Firm.</b> Distribute the above total number of individuals into the following categories:  |  |        |          |        |       |        |
| Race/Ethnic Composition  | Owners/Partners/<br>Associate Partners |        | Managers |        | Staff |        |
|  | Male                                   | Female | Male     | Female | Male  | Female |
| Black/African American   |  |        |          |        |       |        |
| Hispanic/Latino  |  |        |          |        |       |        |
| Asian or Pacific Islander  |  |        |          |        |       |        |
| American Indian  |  |        |          |        |       |        |
| Filipino   |  |        |          |        |       |        |
| White  |  |        |          |        |       |        |

**II. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

|       | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men   | %                      | %               | %                         | %               | %        | %     |
| Women | %                      | %               | %                         | %               | %        | %     |

**III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Other |
|-------------|----------|-------|---------------|------------------|-------|
|             |          |       |               |                  |       |
|             |          |       |               |                  |       |

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

|   |  |  |             |
|---|--|--|-------------|
| <b>PROPOSER NAME:</b>   |  | <b>COUNTY WEBVEN NUMBER:</b>               |             |
| <b>ADDRESS:</b>   |  |  |             |
| <b>PHONE NUMBER:</b>  |  | <b>E-MAIL:</b>                             |             |
| <b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b> |  | <b>CALIFORNIA BUSINESS LICENSE NUMBER:</b> |             |
| <b>PROPOSER OFFICIAL NAME AND TITLE (PRINT):</b>                |  |  |             |
| <b>SIGNATURE</b>  |  |  | <b>DATE</b> |

# REQUIRED FORMS – EXHIBIT 1a COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

## Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

| <b>Section 1: FIRM/ORGANIZATION INFORMATION</b> |   |
|---|---|
| Total Number of Employees in California         | Using numerical digits, enter the total number of individuals employed by the firm in the state of California.  |
| Total Number of Employees (including owners)    | Using numerical digits, enter the total number of individuals employed by the firm regardless of location.  |
| Race/Ethnic Composition of Firm Table           | Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%. |

|   |
|---|
| <b>Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE</b> |
|---|

|  |
|--|
| If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm. |
|--|

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

# REQUIRED FORMS – EXHIBIT 1a COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

## COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

| TITLE   | REFERENCE  |        |  |        |
|---|--|--------|--|--------|
| 1   | The information requested below is for statistical |        |  |        |
| Total Number of Employees in California:  |  |        |  |        |
| Total Number of Employees (including owners):   |  |        |  |        |
| Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories: |  |        |  |        |
| Race/Ethnic Composition   | Owners/Partners/<br>Associate Partners             |        | Percentage of how ownership of the firm is distributed |        |
|   | Male   | Female | Male   | Female |
| Black/African American  |  |        | %  | %      |
| Hispanic/Latino   |  |        | %  | %      |
| Asian or Pacific Islander   |  |        | %  | %      |
| American Indian   |  |        | %  | %      |
| Filipino  |  |        | %  | %      |
| White   |  |        | %  | %      |

| TITLE   | REFERENCE  |       |               |                  |        |
|---|--|-------|---------------|------------------|--------|
| 2 CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE | If your firm is currently certified as a minority, women, disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprise by a public agency, complete the following. |       |               |                  |        |
| Agency Name   | Minority   | Women | Disadvantaged | Disabled Veteran | LGBTQQ |
|   |  |       |               |                  |        |
|   |  |       |               |                  |        |
|   |  |       |               |                  |        |
|   |  |       |               |                  |        |
|   |  |       |               |                  |        |
|   |  |       |               |                  |        |

## REQUIRED FORMS - EXHIBIT 2 PROSPECTIVE CONTRACTOR REFERENCES

**Contractor's Name:** \_\_\_\_\_

List at least (3) References where the same or similar scope of services were provided in order to meet the Minimum Mandatory Qualifications stated in Paragraph 3 of the RFP. If more than five (5) references are provided, only the first five (5) listed will be contacted. All dates must be in **MM/DD/YYYY** format.

|                        |                                |                       |                           |                     |
|------------------------|--------------------------------|-----------------------|---------------------------|---------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>2. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>3. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>4. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>5. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |



**REQUIRED FORMS - EXHIBIT 3**  
**PROSPECTIVE CONTRACTOR LIST OF CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

List of all public entities for which the Contractor has provided service within the last three (3) years. All dates must be in **MM/DD/YYYY** format. Use additional sheets if necessary.

|                        |                                |                       |                           |                     |
|------------------------|--------------------------------|-----------------------|---------------------------|---------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>2. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>3. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>4. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |
| <b>5. Name of Firm</b> | <b>Address of Firm</b>         | <b>Contact Person</b> | <b>Telephone #</b><br>( ) | <b>Fax #</b><br>( ) |
| Name or Contract No.   | Term of Contract<br>Start: / / | End: / /              | Type of Service           | Dollar Amt.         |

**REQUIRED FORMS - EXHIBIT 4**  
**PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS**

**Contractor's Name:** \_\_\_\_\_

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

|                        |                        |                         |                             |                       |
|------------------------|------------------------|-------------------------|-----------------------------|-----------------------|
| <b>1. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>2. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>3. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |
| <b>4. Name of Firm</b> | <b>Address of Firm</b> | <b>Contact Person</b>   | <b>Telephone #</b><br>(   ) | <b>Fax #</b><br>(   ) |
| Name or Contract No.   |                        | Reason for Termination: |                             |                       |

**REQUIRED FORMS - EXHIBIT 5**  
**CERTIFICATION OF NO CONFLICT OF INTEREST**

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

**CONTRACTS PROHIBITED**

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

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

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

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

**REQUIRED FORMS - EXHIBIT 6**

**FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# REQUIRED FORMS - EXHIBIT 7

## REQUEST FOR PREFERENCE CONSIDERATION

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

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

**Request for Local Small Business Enterprise (LSBE) Program Preference**

- Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- Certified as a LSBE by the DCBA.

**Request for Social Enterprise (SE) Program Preference**

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- Certified as a SE business by the DCBA.

**Request for Disabled Veterans Business Enterprise (DVBE) Program Preference**

- Certified by the State of California, **or**
- Certified by U.S. Department of Veterans Affairs as a DVBE; **or**
- Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: **and**
- Certified as a DVBE by the DCBA.

**\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.**

**DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

- DCBA certification is attached.**

|                             |                 |                    |             |
|-----------------------------|-----------------|--------------------|-------------|
| Name of Firm                |                 | County Webven No.  |             |
| Print Name:                 |                 | Title:             |             |
| Signature:                  |                 | Date:              |             |
|                             |                 |                    |             |
| <b>Reviewer's Signature</b> | <b>Approved</b> | <b>Disapproved</b> | <b>Date</b> |
|                             |                 |                    |             |

**REQUIRED FORMS - EXHIBIT 8  
PROPOSER'S EEO CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer 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.

| <b>CERTIFICATION</b>  | <b>YES</b> | <b>NO</b> |
|---|------------|-----------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment.  | ( )        | ( )       |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.  | ( )        | ( )       |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.   | ( )        | ( )       |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ( )        | ( )       |

---

Signature

---

Date

---

Name and Title of Signer (please print)

## REQUIRED FORMS - EXHIBIT 9

### ATTESTATION OF WILLINGNESS TO CONSIDER GAIN-START PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN-START participants or shall attest to a willingness to consider GAIN-START participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN-START participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN-START participants as potential employment candidates, Contractor shall email: [GAINSTART@DPSS.LACOUNTY.GOV](mailto:GAINSTART@DPSS.LACOUNTY.GOV) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV)

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN-START participants.

YES (subject to verification by County)       NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN-START participants for any future employment openings if the GAIN-START participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN-START participants.

YES       NO

C. Proposer is willing to provide employed GAIN-START participants access to its employee-mentoring program, if available.

YES       NO       N/A (Program not available)

Proposer's Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

## REQUIRED FORMS - EXHIBIT 10

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

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

|                        |                 |           |
|------------------------|-----------------|-----------|
| Company Name:          |                 |           |
| Company Address:       |                 |           |
| City:                  | State:          | Zip Code: |
| Telephone Number:      | E-mail Address: |           |
| Solicitation For _____ | Services: _____ |           |

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

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

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

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |



**REQUIRED FORMS - EXHIBIT 11  
PRICING SHEET**

**OBSERVED BIOLOGICAL SPECIMEN COLLECTION FOR DRUG TESTING AND LABORATORY  
CONFIRMATION SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

The undersigned offers to provide all tasks, deliverables, goods, services, and other work necessary to provide Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Services as set forth RFP# 6402406 for the costs described below. The undersigned understands and agrees the costs are all-inclusive of all ongoing work related to Observed Biological Specimen Collection for Drug Testing and Laboratory Confirmation Reporting Services and all tasks, deliverables, goods, services, and other work needed to implement and provide on an ongoing basis the Drug Testing Information Management System, and all Ongoing Reporting Procedures and Standards, all as described in Appendix A (Statement of Work) and Appendix B (Technical Exhibits) to RFP# 6402406. Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be on a sliding scale, fixed-fee basis as provided upon the hereinafter proposed sliding scale, fixed rates, which shall be payable to the resulting Contractor only as described in Section 5.5 (Invoices and Payments) of Exhibit C (Sample Contract) to RFP#6402406. I agree that if the County Board of Supervisors accepts my proposal, I will commence provision of such tasks, deliverables, goods, services, and other work immediately following contract execution. I agree to provide the specified work for the County of Los Angeles - Probation Department in accordance with Appendix A (Statement of Work) and Appendix B (Technical Exhibits) for the following submitted compensation.

**I PROPOSE THE FOLLOWING COSTS:**

**ROUTINE PANEL:**

| SAMPLES PER MONTH | COST PER SAMPLES |
|-------------------|------------------|
| 0 – 1,999         |                  |
| 2,000 – 3,999     |                  |
| 4,000 – 5,999     |                  |
| 6,000 – 7,999     |                  |
| 8,000 – 9,999     |                  |
| 10,000 – Over     |                  |

**NO TEST:**

| SAMPLE | COST PER SAMPLE |
|--------|-----------------|
|        |                 |

**SPECIAL TESTS:**

| SAMPLE | COST PER SAMPLE |
|--------|-----------------|
|        |                 |

**POCT DEVICES:**

| DEVICE | # OF DEVICES PER BOX | COST PER BOX |
|--------|----------------------|--------------|
| oral   |                      |              |
| urine  |                      |              |

**COURT/TESTIMONY COSTS:**

| FULL DAY | HALF DAY |
|----------|----------|
|          |          |

Respectfully submitted,

\_\_\_\_\_

Firm or Corporate Name

BY \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

**REQUIRED FORMS - EXHIBIT 12  
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

\_\_\_\_\_  
\_\_\_\_\_

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUIRED FORMS - EXHIBIT 13-18**  
**INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 19**  
**CHARITABLE CONTRIBUTIONS CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

---

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

---

Signature

---

Date

---

Please Print Name and Title of Signer

**REQUIRED FORMS EXHIBIT 20**

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

|   |                |           |
|---|----------------|-----------|
| Company Name:                             |                |           |
| Company Address:                          |                |           |
| City:                                     | State:         | Zip Code: |
| Telephone Number:                         | Email address: |           |
| Solicitation/Contract For _____ Services: |                |           |

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

---



---

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

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |

**REQUIRED FORMS - EXHIBIT 21**

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

|  |                |           |
|--|----------------|-----------|
| Company Name:                            |                |           |
| Company Address:                         |                |           |
| City:                                    | State:         | Zip Code: |
| Telephone Number:                        | Email address: |           |
| Solicitation/Contract for _____ Services |                |           |

**PROPOSER CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |

**REQUIRED FORMS - EXHIBIT 22**

**INTENTIONALLY OMITTED**

**REQUIRED FORMS - EXHIBIT 23**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

|  |                |           |
|--|----------------|-----------|
| Company Name:                            |                |           |
| Company Address:                         |                |           |
| City:                                    | State:         | Zip Code: |
| Telephone Number:                        | Email address: |           |
| Solicitation/Contract for _____ Services |                |           |

**PROPOSER/CONTRACTOR CERTIFICATION**

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

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

|             |        |
|-------------|--------|
| Print Name: | Title: |
| Signature:  | Date:  |



**REQUIRED FORMS – EXHIBIT 24**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act ([Government Code Section 84308](#)), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

## **APPENDICES E – N**

**APPENDICES E-N**

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**REQUEST FOR PROPOSALS (RFP) TRANSMITTAL  
TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

*Proposer requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.*

|                     |                   |
|---------------------|-------------------|
| Proposer Name:      | Date of Request:  |
| Solicitation Title: | Solicitation No.: |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Title)*

| <b>For County use only</b>                 |                                   |
|--|-----------------------------------|
| Date Transmittal Received by County: _____ | Date Solicitation Released: _____ |
| Reviewed by: _____                         |                                   |

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE. . .**

#### **The importance of small business to the County. . .**

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### **The County can play a positive role in helping small business grow. . .**

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

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**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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



## **LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>

## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
 Internal Revenue Service

### Notice 1015

(Rev. December 2023)

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

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Certificate.

**Note:** You are encouraged to notify all employees whose wages for 2023 are less than \$63,398 that they may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following.

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

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you

must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 5, 2024.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at [www.irs.gov/FormsPubs](http://www.irs.gov/FormsPubs). Or you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to order it.

#### How Will My Employees Know if They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the Instructions for Forms 1040 and 1040-SR.

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2023 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2023 and owes no tax but is eligible for a credit of \$800, they must file a 2023 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2023)  
 Cat. No. 20599I

**INTENTIONALLY OMITTED**

## **BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION**

Page 1 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

### **RESOURCES**

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 19).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

#### **1. LAWS AFFECTING NONPROFITS**

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

## BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

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### 2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

**The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.**

Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and Contract language.**

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

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

**2.206.050 Administration and compliance certification.**

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

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following Contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A Contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor;

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

**2.206.070 Enforcement and remedies.**

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



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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County Contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:
  - 1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
  - 2. Pursuant to chapter 2.202, seek the debarment of the Contractor; and/or,
  - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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