



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



ADOPTED

August 6, 2024

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

67 August 6, 2024

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

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC
TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff’s Department (Department) is seeking Board approval and execution of a contract (Contract) with Sentinel Offender Services, LLC. (Sentinel) to provide electronic offender monitoring services (Services), known as the Los Angeles County Offender Monitoring Services (LACOMS), for the Department’s Population Management Bureau, on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Contract with Sentinel, effective August 6, 2024, through and including August 5, 2027, with an option to extend for four additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his authorized designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the

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term of the Contract, (2) exercise option periods if it is in the best interest of the County, (3) add new or revised standard County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department to continue to place Department-designated offenders on an electronic monitoring program, on an as-needed basis. The LACOMS operates under a service bureau delivery model thereby eliminating the need for a County owned information technology infrastructure requiring maintenance and support services. Instead, Department users access LACOMS via a dedicated internet connection.

The Services are essential to the Department's public safety mission. The target populations for participation for the LACOMS program includes but is not limited to: (1) Offender Monitoring Program – a population consisting of offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using a tracking device, and (2) Inmate Worker Program – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using a tracking device. Enrollment will occur throughout the various County jail facilities.

Throughout the last several years, the number of inmates released with electronic monitoring has decreased. In 2022 and 2023, only 310 and 289, respectively, agreed to be released from custody with a tracking device. The decrease is believed to be due to the decline in the percentage of sentence time inmates are required to serve in the County jail system. The Department anticipates a similar number of enrollments for 2024.

Implementation of Strategic Plan Goals

The requested actions support the County Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area B: Care First, Jails Last: by providing rehabilitative services to those involved with the County's justice system to reduce the risk of recidivism and support successful re-entry into our communities.

FISCAL IMPACT/FINANCING

The estimated annual cost of the proposed contract is \$200,000. The Department intends to utilize its available Assembly Bill (AB) 109 allocation to fund the proposed Contract. While this is an eligible AB109 expense that will be included in the Department's AB109 quarterly claims, should there be insufficient AB109 funds to cover the cumulative extent of claimed expenses, including the costs associated with the Contract, the Department will work with the Chief Executive Office (CEO) to identify additional funds to fully offset the extent of claimed costs. The Department will also be submitting a formal budget request as part of the Fiscal Year 2024-2025 Supplemental Budget that seeks the allocation of any surplus AB109 revenue, countywide, at year end to cover any excess costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Electronic monitoring services are currently provided by Sentinel, through Contract Number 78034, which the Board approved on September 10, 2013. The Department intends to terminate Contract Number 78034 effective July 31, 2024.

Sentinel has affirmed it is in compliance with all Board and County CEO requirements, including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO analysis.

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

CONTRACTING PROCESS

On June 7, 2023, the Department posted a Request for Proposals (RFP) for a replacement contract, with a closing date of August 22, 2023.

The Department received four responses to the RFP.

The Honorable Board of Supervisors
August 6, 2024
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Sentinel was determined to be the highest scoring qualified proposer. Therefore, the Department is recommending Board approval of the proposed Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued Services for the Department's electronic offender monitoring program.

CONCLUSION

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

Sincerely,



ROBERT G. LUNA
SHERIFF

Reviewed by:



PETER LOO
CHIEF INFORMATION OFFICER

CONTRACT



CONTRACT BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

SENTINEL OFFENDER SERVICES, LLC

FOR

**LOS ANGELES COUNTY OFFENDER
MONITORING SERVICE
(LACOMS)**

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STANDARD EXHIBITS

- A** Statement of Work
 - Attachment A-1 XML System Interface with RAJIS
 - Attachment A-2 Performance Requirements Summary Chart
- B** Business and Technical Requirements Matrix
- C** Pricing Schedule
- D** County's Administration
- E** Contractor's Administration
- F1** Contractor Acknowledgement and Confidentiality Agreement
- F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Departmental Information Security Requirements
- M** Compliance with Departmental Encryption Requirements
- N** Supplemental Confidentiality of CORI Information-LASD
- O** Contract Discrepancy Report

**CONTRACT BETWEEN
THE COUNTY OF LOS ANGELES
AND
SENTINEL OFFENDER SERVICES, LLC
FOR
LOS ANGELES COUNTY OFFENDER MONITORING SERVICE**

This Contract (Contract) made and entered into this 6th day of August, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Sentinel Offender Services, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as “Contractor”. Sentinel Offender Services, LLC is located at 201 Technology Drive Irvine, California 92618.

RECITALS

WHEREAS, the County may contract with private businesses for offender monitoring system and related services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing monitoring Services; and

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

WHEREAS, the County, through the Los Angeles County Sheriff’s Department (Department), desires Contractor to provide Services; and

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

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through G, and K through O 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 Service or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority:

Standard Exhibits:

- Exhibit A Statement of Work
- Attachment A-1 XML System Interface with RAJIS

	Attachment A-2 Performance Requirements Summary Chart
Exhibit B	Business and Technical Requirements Matrix
Exhibit C	Pricing Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F2	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit F3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Departmental Information Security Requirements
Exhibit M	Compliance with Departmental Encryption Requirements
Exhibit N	Supplemental Confidentiality of CORI Information-LASD
Exhibit O	Contract Discrepancy Report

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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) below and signed by authorized representatives of both parties.

2.0 DEFINITIONS

2.1 Standard Definitions:

The terms and headings in this Paragraph 2.0, whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Active Case Management:** means, but is not limited to, ensuring Offender Monitoring Program (OMP) Participant compliance; monitoring and/or verification of a Participant's activities; establishing and maintaining curfew schedules; participating in OMP activities such as

monitoring participation in programs; notifying the Department of non-compliance by Participants; meeting with Participants as requested on the referral and attending periodic status meeting with the County Project Manager; testifying in court; and providing OMP completion services upon termination of Participants participation in the OMP, as further described in Exhibit A (Statement of Work).

- 2.1.2 **Active Monitoring:** means live/real time monitoring and reporting.
- 2.1.3 **Amendment:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.4 **Board of Supervisors (Board):** the Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.5 **Business Day:** Monday through Friday, excluding County-observed holidays.
- 2.1.6 **Change Notice:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices), of this Contract.
- 2.1.7 **Contract:** the agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of Services and other Work.
- 2.1.8 **Contractor:** means the limited liability company (LLC) that has entered into a written agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.9 **Contractor Project Director:** the meaning specified in Paragraph 7.2.1 (Contractor's Project Director).
- 2.1.10 **Contractor Project Manager:** the meaning specified in Paragraph 7.2.2 (Contractor's Project Manager).
- 2.1.11 **County:** means the County of Los Angeles.
- 2.1.12 **County Designated User(s):** means staff authorized to use the System, as determined by the Department, including designated staff of law enforcement and criminal justice agencies in the County at the local County, state, and federal agency level.
- 2.1.13 **County Indemnitees:** means the County, its Special Districts, elected and appointed officers, employee, and agents.
- 2.1.14 **County Project Director:** means the person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or their authorized designee."

- 2.1.15 **County Project Manager:** means the person designated by the County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or their authorized designee."
- 2.1.16 **Daily Rate:** means the applicable cell in Exhibit C (Pricing Schedule) based on the total combined quantity of all Type of Monitoring units in Service. The Daily Rate is an all-inclusive rate which includes, but not limited to, all Services, Taxes, Equipment, and unlimited access to System by all County Designated Users.
- 2.1.17 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.1.18 **Deficiency(ies):** means, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, failure, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable specifications or from published or mutually agreed upon industry standards, or any other malfunction, failure or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Requirements or other provisions of this Contract, including Exhibit A (Statement of Work) as determined by the County Project Director.
- 2.1.19 **Documentation:** means any and all written and electronic materials provided or made available by Contractor, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation, support, and use of the System.
- 2.1.20 **Equipment:** means any and all offender monitoring equipment, including Tracking Devices and home-based equipment, provided by Contractor under this Contract to meet the Requirements for operation of LACOMS.
- 2.1.21 **Initial Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.22 **Inmate Worker Program (IWP):** means the Department program which allows designated offenders remaining in custody to participate in various work programs using electronic offender monitoring.
- 2.1.23 **Monitoring Center:** means Contractor's facility used for the purposes of monitoring Participants, including their backup center, as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix).
- 2.1.24 **Monitoring Center Operator(s):** means Contractor's staff assigned to the Monitoring Center that perform the actual monitoring of Participants, as further described in Exhibit A, (Statement of Work), and its Exhibit B (Business and Technical Requirements Matrix) to this Contract.

- 2.1.25 **Offender Monitoring Program (OMP):** means the Department program which allows designated offenders to serve a portion of his/her sentence outside of jail confinement using electronic offender monitoring; non-sentenced offenders may also be placed on electronic offender monitoring.
- 2.1.26 **Participant:** means any Department-designated offender under the jurisdiction of the Department identified to undergo electronic offender monitoring, including Offender Monitoring Program and Inmate Worker Program Participants.
- 2.1.27 **Participant Billable Days:** means the number of Days, including the Day of Tracking Device installation, during the month, if applicable, but excluding the Day of Tracking Device removal during the month, if applicable, for each active Participant during the month.
- 2.1.28 **Requirements:** means any and all functional, operational, technical, service/performance level and/or business specifications, requirements, features, standards, and deliverables for the System, all as set forth in this Contract, including Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract, and all Documentation.
- 2.1.29 **Services:** means any development, installation, configuration, customization, implementation, tracking, monitoring, Active Case Management, Training Services, and all other services performed by or on behalf of Contractor pursuant to this Contract to meet the Requirements for operation of LACOMS.
- 2.1.30 **Sheriff:** means the elected official who is the Sheriff of the County.
- 2.1.31 **Subcontract:** means an agreement between Contractor and a third-party to provide goods and/or services for the fulfillment of this Contract.
- 2.1.32 **Subcontractor:** means any County approved individual, person or persons, sole proprietor, firm, partnership, joint venture, LLC, corporation, or other legal entity furnishing supplies, Services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.33 **System:** means the software, Equipment, and Services provided by or on behalf of Contractor under this Contract to meet the Requirements for operation of LACOMS. References to the System or LACOMS may include one or more components thereof or the System as a whole.
- 2.1.34 **Tax and Taxes:** means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. All Taxes must be paid directly by Contractor.

- 2.1.35 **Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.36 **Tracking Device:** means the single-unit electronic monitoring device or mechanism that is attached to the ankle of a Participant for purposes of tracking the whereabouts of such Participant at all times and consistent with the rules for participation in the program as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract.
- 2.1.37 **Training Services:** means the provision by Contractor of technical staff to train Department staff in all aspects of using the System, including software, as contemplated by this Contract, as such Training Services are further described in Exhibit A (Statement of Work) to this Contract.
- 2.1.38 **Type of Monitoring:** means one of the following four categories of monitoring services provided by Contractor: (a) GPS with Cellular (with Active Case Management), (b) GPS Cellular (without Active Case Management), (c) RF Tethered – landline Connection, or (d) RF Tethered – Cell Phone Connection.
- 2.1.39 **Work:** means any and all goods and Services provided and performed by or on behalf of Contractor pursuant to this Contract, including Exhibit A (Statement of Work), and all other Exhibits, and all fully executed Amendments and Change Notices hereto. Without limiting the foregoing, Work includes the provision of the System, including all Services and all Equipment, labor, and other supplies required to perform the Services and to meet the Requirements for operation of LACOMS.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully and competently perform, complete, and deliver on time, all Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Services or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor must make no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract will be for three years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 4.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for up to four one-year periods (Option Terms), subject to, among others, the County's right to terminate earlier for convenience, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have

exercised its one-year extension options automatically, without further act, unless no later than 30 Days prior to the expiration of the Initial Term, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4. If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

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

4.3 Notice of Expiration

Contractor must notify the Department when this Contract is within six months of the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address set forth in Exhibit D (County's Administration).

5.0 CONTRACT SUM

The prices and fees payable by County to Contractor for performing all Services and any other Work required under this Contract are as set forth on Exhibit C (Pricing Schedule). Such prices and fees are firm and fixed for the Term of this Contract. Contractor will not be entitled to payment or reimbursement for any other services or any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

5.1 Maximum Contract Sum

The Maximum Contract Sum will be the total monetary amount payable by County to Contractor for providing required Work under this Contract for the Term, including all exercised extension periods. In no event will the annual total exceed \$200,000. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract. All payments under this Contract will be in accordance with Exhibit C (Pricing Schedule).

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the annual contract sum

under this Contract. Upon occurrence of this event, the Contractor must send written notification to the County Project Director, at the address herein provided in Exhibit D (County's Administration).

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

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.5.2 Contractor must invoice the County only for Services and other Work specified in Exhibit A (Statement of Work). Contractor's invoices must be priced in accordance with Exhibit C (Pricing Schedule).

5.5.3 Details – each invoice submitted by Contractor must include:

- Contractor Name, Address, and Phone Number,
- Contract Number,
- Billing Period,
- Total number of Participants by Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Applicable Daily Rate per Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Dollar amount due per Type of Monitoring based upon the total Participant Billable Days and applicable Daily Rate, and
- Total dollar amount.

Additionally, Contractor must attach a monthly report with the information detailed below:

A monthly report subdivided by Type of Monitoring, a line item for each Participant included in the invoice identifying Participant's name, booking number, start date and start time, end date and end time, computed Participant Billable Days, and Daily Rate for the Participant.

5.5.4 Submission of Invoices

All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit D (County's Administration) as County Project Manager at the address specified in Exhibit D (County's Administration).

5.6 Intentionally Omitted

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

5.7.1 The County 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of this Contract, 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), will decide whether to approve any exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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 changes as they occur.

6.2 County's Personnel

6.2.1 County Project Director

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing this Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

6.2.2 County Project Manager

County Project Manager will be responsible for ensuring that the technical, business and operational standards and Requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and Requirements of this Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

6.3 County Personnel, Other

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 (hereinafter "Contractor's Personnel") are identified in Exhibit E (Contractor's Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration), must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

7.2 Contractor's Personnel

7.2.1 Contractor Project Director

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work). Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

7.2.2 Contractor Project Manager

Contractor's Project Manager is responsible for Contractor's day-to-day activities and for reporting to the County in the manner set forth in Paragraph 7.7 (Reports by Contractor) below. Contractor's Project

Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Manager must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

7.3 Approval of Contractor's Staff

- 7.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, to provide the Work required by this Contract. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 7.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's confidential information, System data and other County materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor staff performing or offering to perform Work hereunder.
- 7.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement)], for each member of Contractor's staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor staff first performs Work under this Contract.
- 7.3.4 In the event Contractor should ever need to remove any member of Contractor staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

7.4 Contractor's Staff Identification

- 7.4.1 Contractor, at Contractor's sole expense must provide each member of the staff assigned to this Contract with a visible photo identification badge in accordance with the County's specifications. Identification

badge specifications may change at the sole discretion of the County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a custody facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

- 7.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.
- 7.4.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.
- 7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal of Work under this Contract, if applicable.

7.5 Background and Security Investigations

- 7.5.1 All Contractor's staff performing Work under this Contract, must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information and security clearance.
- 7.5.2 County Project Director will schedule the background investigation with the Department's Religious and Volunteer Services Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality and Security

7.6.1 Confidential Information

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 7.8 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 7.6.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

7.6.2 Disclosure of Information

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such

information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director 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.

7.6.3 Disclosure Restrictions of Non-Public Information

While performing Work under this Contract, 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 Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

7.6.4 Security

7.6.4.1 System Security

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

7.6.4.2 Data Security

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Contractor's data or any other County data. Contractor must protect, secure and keep confidential all data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, including any breach of the security of their data, such as any unauthorized acquisition of data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor will take all reasonable actions necessary or advisable to protect all data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor will provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use data for any purpose or reason other than to fulfill its obligations under this Contract.

7.6.5 Protection of Electronic County Information – Data Encryption

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 7.6.5, "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

7.6.5.1 Encryption Standards – Stored Data

Contractor's and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General

(Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

7.6.5.2 Encryption Standards – Transmitted Data

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

7.6.5.3 Definition References

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

7.6.5.4 Compliance

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.6.5 as of the effective date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI, and/or MI. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and

such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.6.5.4 will constitute a material breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

7.6.5.5 No Policy Exceptions

There are no exceptions to this Policy, except those expressly approved by the Board in writing.

7.6.6 Remedies

Contractor acknowledges that a breach by Contractor of this Paragraph 7.6 (Confidentiality and Security) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 7.6 (Confidentiality and Security) and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.6 (Confidentiality and Security). The provisions of this Paragraph 7.6 (Confidentiality and Security) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the interface module from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor will bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the interface module and any data by any cause other than causes resulting from force majeure or the County's sole fault.

7.7 Rules and Regulations

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent,

Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

8.1.1 General

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 8.1 (Amendments and Change Notices).

8.1.2 Change Notices

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

8.1.3 Amendments

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract will be executed by the Board and Contractor's authorized representative(s).

8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, ii) execute any of the option Terms if it is in the best interest of the County, iii) effectuate Contract modifications that do not materially affect the Term of the Contract, and iv) effect assignment of rights and/or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual

acquisitions/mergers as soon as the law practicably 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 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, by the County, against claims Contractor may have against the County.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, 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 entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to County complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses will be sent to County Project Manager within five Business Days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor must 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 by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

- 8.6.3 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

8.7 Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, 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. Additionally, Contractor certifies to the County:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees must receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- 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 \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, Subcontractor is also subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must 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 Contractor demonstrate, to the County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will 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 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure will 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 will be a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.9.3 The terms and procedures of this Paragraph 8.9 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor must 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 entire Term 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 and 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 must 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 this Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: i) violated a material term of a contract with the County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on 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, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that Contractor may be subject to debarment, County Project Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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 will be presented to the Board. The Board will 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 years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) 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: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii)

the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will 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 will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

The terms and procedures of this Paragraph 8.12 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy that all County Contractors be required to post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

8.14.1 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 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 Contractor's duty under this

Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must, during the Term of this Contract, maintain 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 will 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 Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.16.2 If 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 will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due to Contractor from the County under this Contract.

8.17 Employment Eligibility Verification

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees and subcontractors performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all its and Subcontractors 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 amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

The County and 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 Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault

or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be, employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all

Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions of all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "required insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

8.24.2 The County in no way warrants that the required insurance is sufficient to protect Contractor from liabilities which may arise from or relate to this Contract.

8.24.3 Evidence of Coverage and Notice to County

8.24.3.1 Certificate(s) of 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 Contractor's General Liability policy, must be delivered to the County at the address listed in Exhibit D (County's Administration), and provided prior to commencing Services under this Contract.

8.24.3.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

8.24.3.3 Certificates must 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 must match the name of Contractor identified as the contracting party in this Contract. Certificates must 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 \$50,000, and list any County required endorsement forms.

- 8.24.3.4 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 Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 8.24.3.5 Certificates and copies of any required endorsements must be sent to the County's Contract Compliance Manager identified in Exhibit D (County's Administration).
- 8.24.3.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

8.24.4 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must 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.

8.24.5 Cancellation of or Changes in Insurance

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will 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 will be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 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 this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.6 Failure to Maintain Insurance

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

8.24.7 Insurer Financial Ratings

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

8.24.8 Contractor's Insurance Must Be Primary

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

8.24.9 Waivers of Subrogation

To the fullest extent permitted by law, 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. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.10 Subcontractor Insurance Coverage Requirements

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the required insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds

on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the required insurance.

8.24.11 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.12 Claims Made Coverage

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

8.24.13 Application of Excess Liability Coverage

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

8.24.14 Separation of Insureds

All liability policies must 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.

8.24.15 Alternative Risk Financing Programs

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

8.24.16 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 must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must 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 must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

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 must maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

8.25.4.3 Cyber Liability Insurance

Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the Term of this 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 this Contract. 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 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. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Sheriff, or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be

forwarded to Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff or his authorized designee, will provide a written notice, using Exhibit O (Contract Discrepancy Report), to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:
- a. Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
 - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of 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, as specified in Attachment A-2 (Performance Requirements Summary (PRS)), to Exhibit A (Statement of Work) hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
 - c. Upon giving five Days notice to 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 Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph 8.26 will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law, and must 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

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 by review of Contractor's books and records.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must 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 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
 - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
 - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
 - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor will 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 must 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 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 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, 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 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will 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 Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 8.28.9 The terms and procedures of this Paragraph will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

Contractor will bring to the attention of County Project Director any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff or his authorized designee, will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and must 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 will 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

Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and can be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will 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

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will 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 Contractor; all information obtained in connection with the County's right to audit and inspect 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 RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will 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”, Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1 Contractor will 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 Contractor’s need to identify its Services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
- a. Contractor will develop all publicity material in a professional manner, and
 - b. During the Term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold consent.
- 8.37.2 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, provided that the requirements of this Paragraph 8.37 will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, will 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, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County’s option, Contractor must 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 Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will 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 years after the expiration or termination of this Contract, representatives of the County conduct an audit of 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 Contractor, then the difference will be either: a) repaid by 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 Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will 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

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

8.40 Subcontracting

- 8.40.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.

8.40.2 In the event Contractor seeks to subcontract any portion of its performance of this Contract by Contractor's staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

- a. The reasons for the Subcontract,
- b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
- c. A detailed description of the Work to be provided by the proposed Subcontractor,
- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
- e. Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iv) any other standard County-required provisions,
- f. A representation from Contractor that:
 - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
 - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
 - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
 - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
- g. Other pertinent information and/or certifications reasonably requested by the County.

8.40.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.

8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and its agents, from and against any and all claims, demands, liabilities, damages, costs and

expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.

8.40.5 Notwithstanding any other provision of this Paragraph 8.40, Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to Subcontract, including but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All Subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.

8.40.6 Subcontracting of any Work performed by Contractor's staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff.

8.40.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.

8.40.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 8.40 or a blanket consent to any further subcontracting.

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) below, and pursue debarment of 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 will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
- Stop Work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) above.

8.43 Termination for Default

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Service or other Work required either under this Contract, or
 - b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or
 - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
 - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work), or
 - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such

failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

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

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts or other such items and means.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:
 - a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code

and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,

- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- c. The appointment of a Receiver or Trustee for Contractor, or
- d. The execution by 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 are not 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

Contractor, and each County Lobbyist or County Lobbying firm (as defined in [County Code Section 2.160.010](#)) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will 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

Notwithstanding any other provision of this Contract, the County will 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 Board 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will 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 will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will 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 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

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

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through this 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.

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

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

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

8.53 Time Off for Voting

Contractor must notify its employees and must 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 Days before every statewide election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of 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 Contractor's staff pursuant to this Paragraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

8.57 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other 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 assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any

resultant County contract. This provision will survive the expiration or 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 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 Retention of County Information

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

8.62 Arms Length Negotiations

This Contract is the product of arms length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either party as drafter or creator.

8.63 No Guaranty of Work

This Contract is intended to provide the County with an offender monitoring Service and related Work on an 'as-needed' basis. As such, the County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor Services, or any Service of Contractor at all during the Term of this Contract. The determination as to the need for such Services will rest solely within the discretion of the County.

8.64 Access to County Facilities

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Contractor will have no tenancy, or any other property or other rights in County facilities.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 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 available programs to: WITProgram@isd.lacounty.gov.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality and Security)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.19 (Fair Labor Standards)
- Paragraph 8.20 (Force Majeure)
- Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.23 (Indemnification)
- Paragraph 8.24 (General Provisions for all Insurance Coverage)
- Paragraph 8.25 (Insurance Coverage)
- Paragraph 8.26 (Liquidated Damages)
- Paragraph 8.34 (Notices)
- Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.42 (Termination for Convenience)
- Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity and Severability)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Paragraph 10.0 (Survival)

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

COUNTY OF LOS ANGELES

By: 
Chair, Board of Supervisors

CONTRACTOR

By: Dennis Fuller
Its Authorized Representative

Dennis Fuller
Printed Name

CFO
Title

06/25/2024
Date

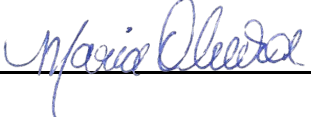


I hereby certify that pursuant to Section 25103 of the Government Code, Delivery of this document has been made.

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

ATTEST:

Edward Yen, Executive Officer
of the Board of Supervisors

By: 

By: 
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

Cammy C. DuPont
Digitally signed by
Cammy C. DuPont
Date: 2024.06.04
15:24:08 -0700

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#67 August 6, 2024

By: _____
Cammy C. DuPont,
Principal Deputy County Counsel


EDWARD YEN
EXECUTIVE OFFICER

EXHIBIT A

STATEMENT OF WORK

FOR

LOS ANGELES COUNTY OFFENDER

MONITORING SERVICES

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STATEMENT OF WORK ATTACHMENTS

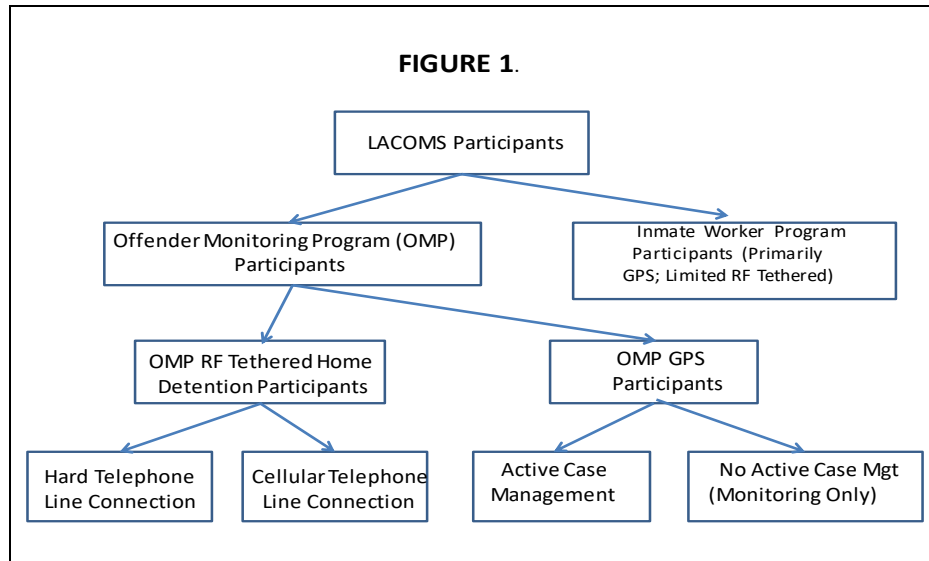
ATTACHMENT A-1: XML SYSTEM INTERFACE WITH RAJIS

ATTACHMENT A-2: PERFORMANCE REQUIREMENTS SUMMARY (PRS)
CHART

STATEMENT OF WORK

1.0 INTRODUCTION

- 1.1 This Statement of Work (SOW) defines the scope of Work, specific Work requirements, responsibilities, and quality control plan for the Los Angeles County Offender Monitoring Service (LACOMS) program for the Los Angeles County (County) Sheriff's Department (Department). Capitalized terms not defined herein may be found in Paragraph 2.0 (Definitions) of the Contract.
- 1.2 The LACOMS program will be a turnkey operation with Contractor providing ongoing electronic offender monitoring services (Services) throughout the Term of the Contract. It will not be necessary to change the Department's technical infrastructure to support LACOMS, as the Global Positioning System (GPS), cellular, and Radio Frequency (RF) tethered systems are all external to the Sheriff's Data Network. Authorized Department staff will access Contractor's web-based System (System) over a secure internet connection.
- 1.3 The target populations for participation for the LACOMS program includes, but is not limited to:
- 1.3.1 Offender Monitoring Program (OMP) Participants - a population consisting of Department-designated offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using electronic offender monitoring devices (Tracking Devices). Non-sentenced offenders may also be placed on electronic offender monitoring via Tracking Devices.
 - 1.3.1.1 A subset of the OMP Participant population will require GPS tracking for travel within specified zones and for specified time frames.
 - 1.3.1.2 Another subset of OMP Participants confined solely to their home will require Active Monitoring using RF tethered tracking. At the option of the Department, some of these OMP Participants will require Active Case Management by Contractor.
 - 1.3.2 Inmate Worker Program (IWP) Participants – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using electronic offender monitoring via Tracking Devices. This population consists of IWP Participants assigned to work at outdoor locations, as well as IWP Participants assigned to Department patrol stations or various other Department jail facilities.
 - 1.3.3 See Figure 1 below for a breakdown of the LACOMS Participants.



1.3.4 The County reserves the right to add additional target populations for participation in the program at any time during the Term of the Contract.

1.4 The goals and objectives for the LACOMS program include the following:

- a. Increase the availability of jail beds for high-risk inmates and, consequently, increase the percentage of jail sentence time actually served;
- b. Reduce the overall cost of detention by providing the LACOMS program as an alternative to incarceration for selected inmates;
- c. Provide a mechanism to efficiently and effectively manage the influx of inmates resulting from the state prison realignment initiative;
- d. Improve public safety in neighborhoods impacted by inmate worker programs;
- e. Ensure the timely apprehension of Participants that are not compliant with the conditions of the program; and
- f. Reduce the frequency of escapes by inmate workers.

2.0 SCOPE OF SERVICE

2.1 Contractor must provide electronic offender monitoring services using both RF tethered and GPS/cellular technologies on a 24/7 hour basis. For some Participants designated by the Department, Contractor must provide Active Case Management Services as outlined in this SOW. The Department anticipates, but does not guarantee, a potential average daily enrollment of 500 LACOMS program Participants. Although, the actual numbers may fluctuate, it is anticipated for planning purposes that OMP Participants will be placed on either RF tethered or

GPS monitoring with or without Active Case Management. IWP Participants may be equipped with either technology depending on their assignment and the physical constraints of the facility in which they are housed.

2.2 Contractor must provide a single-unit Tracking Device, which is waterproof and shockproof, that attaches to the ankle of each Participant for purposes of tracking the whereabouts of such Participant at all times, consistent with the rules for participation in the LACOMS program.

2.2.1 Contractor must provide the following two distinct levels of tracking:

- GPS tracking combined with indoor tracking via cell tower triangulation that provides universal coverage, and
- RF tethered for home or limited-area detention.

2.2.2 The Tracking Device must be equipped to provide alcohol-use monitoring of the Participant using transdermal monitoring technology, at the sole discretion of the County.

2.3 Contractor must provide, maintain, and support all Equipment (including, but not limited to Tracking Devices, transmitters, receivers, base stations, and accessories) required to deliver the Services and meet the Requirements of the Contract.

2.4 Contractor must provide the following Services for all Participants:

- Enrolling Participants in the program,
- Installing Tracking Devices on Participant's ankles,
- Removing Tracking Devices from Participant's ankles,
- Orientation for all Participants,
- Providing transmitters, receivers, and base stations,
- Establishing Active Case Management Services for select Participants,
- Electronic monitoring of all Participants on a 24/7 continuous basis,
- Responding to alerts as determined by the Department and notifying the Department of such alerts,
- Creating and maintaining Participant case files, and
- Program completion services upon termination of Participant's participation.

2.5 For certain OMP Participants, Contractor must provide Active Case Management. Active Case Management Services must include, but not be limited to:

- Ensuring OMP Participant's program compliance through verification by Contractor's case managers,
- Maintaining curfew schedules as determined by the courts and/or the County,
- Monitoring program participation and location,
- Notifying the Department of non-compliance by OMP Participant, and

- Meeting with OMP Participants face-to-face on a monthly basis.
- 2.6 Contractor must provide the following support Services, including but not be limited to:
- All Equipment for Participants (e.g. tracking devices, transmitters, receivers, and base stations, etc.),
 - Repair or replacement of parts for inoperative Equipment within 24 hours,
 - Installation/operating manuals,
 - A primary and secondary Monitoring Center,
 - A troubleshooting hot-line (with live operator) available 24 hours a day, seven days a week (24/7),
 - Resolution of any System problem within one hour of alert/notification,
 - Capability for the Department to review Participant case file activity through the System,
 - Response to and correction of all alarms (such as tamper alert, low battery, and Equipment malfunction) except for non-compliant alarms which are reported to and resolved by the Department, and
 - Testify in court.

3.0 PROGRAM IMPLEMENTATION PLAN

- 3.1 The LACOMS program will be implemented in one or more phases to ensure an orderly transition.
- 3.2 Contractor must deliver to County Project Director a draft Project Control Document (PCD) outlining the implementation plan for the LACOMS program within ten Business Days of the effective date of the Contract. The PCD requirements include, but are not limited to the following:
- **Introduction:** Summarize the program implementation plan, review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives.
 - **Project Objectives:** Describe the objectives to be achieved under the project and critical success factors for the Department, all based upon Contractor's recommendations which have been reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation.
 - **Project Scope:** Describe the overall scope of the implementation. The project scope statement acts as a confirmation of overall project scope.
 - **Work Breakdown Structure (WBS):** Identify all activities and tasks required to fully implement, manage, and operate the LACOMS program. As part of the program implementation plan, the WBS provides an outline of the critical steps necessary to execute Equipment procurement, delivery, and installation services to the Department, if applicable.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the project plan, including the critical path analysis, on a bi-weekly basis.
- **Project Team:** Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
- **Risk Assessment & Management:** Identify project risks and mechanisms to handle these risks.

3.3 If required by the Department, an updated PCD must also be submitted on a bi-weekly basis to communicate project progress, identify possible issues, and present strategies for overcoming the identified issues.

4.0 **DEVELOP AND IMPLEMENT INTERFACE TO DEPARTMENT'S JAIL MANAGEMENT SYSTEM**

4.1 Contractor must use web services to develop and implement a customized XML interface to the Department's jail management system, a relational database application known as RAJIS (Replicated Automated Jail Information System), to initially populate Participant demographics and other enrollment data. A technical overview of the relevant interface components is provided in Attachment A-1 (XML System Interface with RAJIS) to this SOW. The Department's key identifiers such as booking number and main number are required to be in the System to identify Participants.

4.2 The Department and Contractor must jointly document the technical specifications to support the development and implementation of the XML interface consistent with Attachment A-1 (XML System Interface with RAJIS) to this SOW. Upon completion of the technical specifications, the customized interface must be implemented within three months of the Contract effective date. The project schedule to develop and implement the XML interface must be documented by Contractor in the PCD, as specified in Paragraph 3.2 of this SOW.

4.3 The interface will initially be implemented to support the one-way transfer of data from the Department's RAJIS to the System (note, that all Personally Identifiable Information (PII) must be encrypted at rest and in transit). At the Department's option, the interface may be updated in the future to support bi-directional transfer of data.

5.0 PROJECT PLANNING

As part of the program implementation plan and prior to the initiation of Work under Paragraph 6.0 (Enrollment), Contractor must complete the following additional Tasks:

- 5.1 Initial configuration of the System for use by authorized Department users, including delivering a Notification Requirements Matrix that provides the parameters for each type of alert. The Notification Requirements Matrix must specify the following: a) whom the Department wants to be notified, b) the timing of notifications, and c) the preferred method of communication, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
- 5.2 Deliver the following documentation to County Project Director:
 - a. A business continuity plan for movement of data and System operations to a backup System within 60 minutes following a System malfunction or failure, as specified in Exhibit B (Business and Technical Requirements), to the Contract.
 - b. A data security plan describing the System's data security and facility security infrastructure. The plan must detail how Contractor prohibits, detects, and reports unauthorized access to the System, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
 - c. A Tracking Device user manual detailing features and technical specifications of the device.
 - d. A training plan in accordance with Paragraph 17.0 (Training Services) of this SOW.
 - e. A data destruction plan in accordance with Paragraph 18.5 (Data Procedures) of this SOW.

6.0 ENROLLMENT

- 6.1 Contractor must enroll Participants located at the Department's Inmate Reception Center (IRC), Century Regional Detention Facility (CRDF), Pitchess Detention Center (PDC) or other designated custody facility, into the System within one Business Day of receiving a referral and enrollment package from the Department. Contractor must accept referrals from the Department via the System, e-mail, and/or telephone calls. The County reserves the right to enroll the Participant and install the Tracking Device, at the County's sole discretion.
 - 6.1.1 The Department will provide Contractor with a referral and an enrollment package for each Participant one Business Day in advance of enrollment in the LACOMS program. The referral will include the Department's staff contact information.
 - 6.1.2 The enrollment package may include, depending on the type of Participant (e.g., OMP, IWP, etc.), the following:

- Type of Participant,
- Personal data,
- Curfew data,
- Location restrictions such as inclusion and exclusion zones,
- Case management requirements,
- Level of monitoring required,
- Pre-release risk assessment, and
- Other data required for enrollment of the Participant.

6.2 The initial enrollment package will normally be transferred electronically from the Department's jail management system to Contractor's database using a customized XML interface, as further described in Attachment A-1 (XML System Interface with RAJIS) of this SOW. Contractor must supplement the electronically transferred enrollment package with additional enrollment data including the creation of an electronic case file for each Participant. At the end of each Business Day, Contractor must provide the County with a report confirming all of that day's enrollments, as further described in Paragraph 16.0 (Management Reports) of this SOW.

6.3 Contractor must establish electronic case files as applicable, to provide a documented record of all Participant information and activities during the time that the Participant is electronically monitored. The electronic case file must contain all Participant documentation, including, at a minimum, the enrollment package and any subsequent program data related to the Participant. Contractor must ensure the confidentiality of all electronic case files and Participant data. All Participant data and electronic case files are property of the County and must be made available to the County at any time upon request.

7.0 ORIENTATION AND EQUIPMENT INSTALLATION

7.1 Within one Business Day of receipt of the referral and enrollment package from the Department, Contractor must install the Tracking Device on Participant during a mutually agreed-upon schedule, as suggested by the Department. Contractor must provide Participant with orientation to familiarize them with the program requirements and the Equipment. Contractor must also provide Participant with: (a) written program rules and regulations, (b) the Department's grievance procedures, (c) Contractor's contact information, and (d) written instructions regarding the Equipment. All written documentation and Equipment instructions must be provided in both English and Spanish.

7.2 The LACOMS Tracking Devices must initially be installed by Contractor for OMP Participants at the Department's IRC, CRDF and PDC. The County reserves the right to add additional installation facilities at any time during the Term of the Contract.

- 7.3 Contractor must instruct OMP Participants who are RF tethered to go home immediately to establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at OMP Participant's home within 24 hours to remedy connection and/or monitoring issues.
- 7.4 Contractor must work with Department staff to ensure that IWP Participants establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at IWP Participants jail facility within 24 hours to remedy connection and/or monitoring issues.

8.0 HOURS AND DAYS OF SERVICE

- 8.1 Contractor staff must be available to provide enrollment, orientation, and Equipment installation/removal services every Business Day, as required by the County. Orientation and installation must take place during business hours, up to two sessions per Business Day. Sessions will be mutually scheduled between the Department and Contractor based on the volume of regularly scheduled referrals. Sessions must begin at the agreed-upon scheduled time and continue until the processing of all referrals has been completed (e.g., M-F, 11am-12pm and 4pm-5pm).
- 8.2 Contractor staff assigned to Active Case Management and/or Active Monitoring must be available to provide alert services 24/7, 365 days a year.

9.0 ELECTRONICALLY MONITOR PARTICIPANTS ON A CONTINUOUS BASIS

- 9.1 Participants must be electronically monitored, accounted, and documented by Contractor's Monitoring Center on a 24/7 hour basis. Non-compliance of the continuous monitoring Requirements will be subject to the assessment of service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.
- 9.2 Contractor must send Participant violation alerts to authorized Department staff identified in the referral, via email, text message, and/or voice calls at the sole discretion of the Department. Contractor must make notifications to authorized Department staff, based on the alert type and within the time frames specified in the agreed-upon Notification Requirements Matrix and in Exhibit B (Business and Technical Requirements) to the Contract.
- 9.3 Upon the occurrence of Equipment-related alerts (e.g., power/phone disconnect/reconnect, cannot connect, low battery, shielded), Contractor must contact the OMP Participant to resolve the alerts. After the initial telephone call,

Contractor must place telephone calls to the Participant every two hours until the tamper alert is reset or transmitter is replaced. Contractor must coordinate with the Department to resolve Equipment-related alerts for IWP Participants.

- 9.4 Contractor must maintain records of all notifications which include, but may not be limited to, date/time stamp of the notification, type of alert, method(s) of notification, and Department staff notified. Contractor must document in the System all telephonic communications between Contractor and the Participant, and Contractor and the Department. Records of all notifications and telephonic communication must be made available to the Department at any time upon request.

10.0 MANAGE CHANGES IN CASE PLANS

- 10.1 Prior to commencement of Services, the Department and Contractor must mutually establish and document the parameters for accepting and processing Participant case plan changes in the PCD.
- 10.2 Contractor must make changes in case plans based upon Participant's work hours, travel time, and outside activities that have been documented and approved by Department staff.
- 10.3 Any Participant case plan change initiated by Department staff will be requested via the System, or alternatively by email or telephone. Contractor must make the change in the System within 24 hours of the Department's request.
- 10.4 All Participant case plan changes must be made in accordance with the parameters agreed upon by Contractor and the Department. All Participant case plan changes must be accessible in the System by both the Department and Contractor. Parameters may only be changed with written approval from authorized Department staff. For quality control purposes, all changes made to case plans must be dated and time stamped by the System for possible audit review and historical accuracy.

11.0 ACTIVE CASE MANAGEMENT - OMP PARTICIPANTS

- 11.1 Contractor must provide Active Case Management for select OMP Participants designated by the Department. Contractor is responsible for ensuring program compliance by all such OMP Participants.
- 11.2 Contractor must maintain and update electronic case files that, at a minimum:
- a. Consist of the referral, initial assessment data (including program goals), ongoing case plans, progress reports, and other program data related to the OMP Participant, and
 - b. Collect employment and school verification documentation, as applicable.

- 11.3 Case files must be updated periodically to reflect current program data for OMP Participants based on information obtained during meetings with OMP Participants, performance in the program, and other follow-up activities.
- 11.4 Contractor's case managers must:
- Monitor and/or verify OMP Participant's activities,
 - Maintain curfew schedules,
 - Notify the Department of program violations by OMP Participants,
 - Meet with OMP Participants as requested on the referral,
 - Attend periodic status meetings with County Project Manager, and
 - Testify in court, when requested by the Department or otherwise ordered by the court, at no additional cost to the County.
- 11.5 Contractor's case managers must meet face-to-face with OMP Participants as necessary; at least once per month but not more than once per week. The frequency of meetings will be determined by the Department in conjunction with Contractor and will be based on the OMP Participant's pre-release risk assessment. At meetings, Contractor's case managers must, at a minimum, review the OMP Participant's monitoring activity, collect documentation for all OMP Participant's outside activities, check the Equipment for signs of tampering, and review the OMP Participant's curfew schedule. Records from these meetings must be maintained in the OMP Participant's electronic case file and must be entered into the System within 24 hours following the meeting.
- 11.6 Contractor must ensure that all OMP Participant data is kept confidential and any personally identifiable information is encrypted.
- 11.7 Contractor must provide an audit trail, to the Department, of all case files that were reviewed on a regular basis.
- 11.8 Complete electronic case files must be available to the Department via the System at all times.

12.0 PROGRAM COMPLETION SERVICES

- 12.1 The Department will send a completion/termination notice to Contractor notifying Contractor of a Participant's conclusion in the LACOMS program. Notices will be sent via the System and secondarily by email or telephone, at least 24 hours in advance of Participant's end date, whenever possible. Contractor must end Participant participation in the program based upon the end date provided by the Department.
- 12.2 Contractor must prepare a completion report within one Business Day from the end date stated on the completion/termination notice. The completion report must

include, at a minimum, Participant's name and booking number, date and time of conclusion, and reason for ending. The Participant must no longer appear as an active Participant in the System once participation in the program has ended.

- 12.3 As a condition of release from custody and/or program completion process, Participants will be required to return all Equipment to Contractor. Contractor is responsible for securing the return of all Equipment. Contractor must remove Tracking Devices and retrieve all Equipment at a location and time designated by the Department. However, the County reserves the right to remove the Tracking Device from the Participant, if needed, at the County's sole discretion. The County is not responsible for any loss, damage, or misuse of Equipment by Participants or the Department.

13.0 PROVIDE WEB-BASED QUERY ACCESS

- 13.1 Contractor must provide authorized Department staff with a web-based, password-protected, dual-authenticated, query access to Participants' monitoring and tracking data, including, but not limited to, enrollment, notifications, reports, and other data, as further described in Exhibit B (Business and Technical Requirements) to the Contract.
- 13.2 The Department's Custody Classification staff will manage user accounts with permission to access the System.
- 13.3 Notwithstanding the above, the Department has moved to Active Directory Federation Services (ADFS), as specified in requirement 6.7 of Exhibit B (Business and Technical Requirements) to the Contract. The System must be ADFS compatible either upon execution of the Contract or within six months of execution of the Contract. This capability will provide authorized Department staff access to the monitoring and tracking data. The Department will use the data to provide the justice community with timely, accurate, complete, and accessible information in a secure and trusted environment. For those Participants with GPS electronic monitoring, Contractor must provide the Department with access to geographical displays using mapping software.
- 13.4 Non-compliance with the web-based query access system performance requirements specified in Exhibit B (Business and Technical Requirements) to the Contract will subject Contractor to service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.

14.0 CONDUCT PERIODIC STATUS MEETINGS

Contractor must meet with County Project Manager on a weekly basis, or as-needed, to review status, goal achievement, plans, and issues as a means to assess progress and to ensure that the LACOMS program is meeting the Department's objectives.

15.0 EQUIPMENT, INVENTORY

- 15.1 Contractor must provide and maintain backup/replacement inventory equal to or exceeding 25% of the actual number of Tracking Devices in use by the County for the preceding month. Tracking Devices in transit and/or pending delivery are not considered a part of the County inventory. There will be no limit on the number of Tracking Devices kept in the County inventory.
- 15.2 Contractor must replace any inoperable Tracking Devices in the County's possession, as needed.

16.0 MANAGEMENT REPORTS

- 16.1 The System must enable the Department to generate and review on-line monitoring/tracking reports, including pdf format reports when necessary. Final report structure and content must be agreed upon in writing by both parties upon execution of the Contract.

The reports must include, but not be limited to:

- Daily Status Reports

Comprehensive daily status reports must be available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence. The daily status reports must also include Participant's name, curfew schedule, case manager comments, references to any alerts, and Equipment description.

- Alert Reports

Alert reports for all active Participants who had at least one alert must be provided on-demand. The alert reports must list the type of alert and all compliant and non-compliant data for each Participant.

- Summary Management Workload Reports

Statistical reports must be provided on a daily, weekly, monthly, and annual basis summarizing number of enrollments, number of terminations, average length of stay in program, number of alerts subdivided by the number and percentage of each alert type, number of contacts subdivided by the number and percentage of each contact type, and related summary statistics.

- Other Reports

Contractor must provide all reports specified in Exhibit B (Business and Technical Requirements) to the Contract, in addition to other management and statistical reports (such as the number of Equipment failures and number of Participants by type of offense), from the System.

16.2 Upon request by the Department, Contractor must provide new customized reports, at no additional cost to the County. The Department's process for requesting customized reports and the time frame for delivery by Contractor must be agreed upon in writing by both parties and documented in the PCD.

17.0 TRAINING SERVICES

Contractor must provide training services to Department staff on all aspects of using the System, Equipment, and Services based upon the training plan specified in the PCD.

17.1 Training services must include instructions in the use of on-line queries, updates, navigation, mapping capability, report generation, and other functions of the System.

17.2 Four training sessions must be held at a Department-designated location, upon request by the Department, for the duration of the Contract Term, and additional training session must be held at a Department-designated location every six months.

17.3 Training materials and documentation must be made available to support ongoing training requirements and day-to-day use of the System.

17.4 Contractor must provide webinar training sessions on an ongoing basis at the request of the Department, at no additional cost to the County. These webinar training sessions will be scheduled on-demand and tailored to the Department's training needs. Contractor's training must, at a minimum, include the following topics:

- System overview,
- On-line access and data entry,
- Report generation,
- Special queries and ad-hoc reports,
- Equipment installation procedures,
- Inclusion and exclusion zones, and
- Troubleshooting.

17.5 At the discretion of the County, Contractor must provide annual on-site training to Department staff on the installation and removal of the Tracking Devices. Tracking Devices must come with an installation and removal kit containing all necessary tools to install, remove, activate or deactivate the Tracking Device, including a quick installation user guide.

18.0 DATA PROCEDURES

- 18.1 Contractor must maintain complete and accurate records regarding a Participant's participation in the program.
- 18.2 The System must only allow authorized users to view specific Participant data and reports.
- 18.3 Contractor must track and log all authorized and unauthorized, successful and failed user access attempts to the System. Contractor must log security administration activities and make all logs available to the Department, upon request.
- 18.4 Contractor must not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity, without a court subpoena, or without prior written approval from County Project Manager.
- 18.5 Contractor's data destruction plan must include written policies and procedures for the removal, storage, and destruction of documents or data files that contain any County information including but not limited to, Participant information, System performance, complaints, invoices, technical advice and/or enhancements, System problems, any written documentation/meeting notes on performance or compliance issues, and meetings where the County and Contractor met prior to the removal, storage or destruction of said documents and/or data. A complete list of all documents and/or data being considered for removal or destruction must be submitted to the County for approval prior to removal or destruction.
- 18.6 Contractor must advise in writing, the names of each of its employees, agents, and Subcontractors performing Work or having access to Participant data under the Contract, of the confidentiality requirements associated with the possession of Criminal Offender Record Information [see Exhibit N (Supplemental Confidentiality of CORI Information – LASD) to the Contract], including the potential for criminal penalties should confidential information be released to unauthorized persons [see Paragraph 7.6 (Confidentiality and Security) of the Contract].
- 18.7 All Participant data in the System must be made available for download, as described in Exhibit B (Business and Technical Requirements) to the Contract.

19.0 NEW TECHNOLOGIES

Contractor must advise the County of any and all innovations and new Equipment in the electronic monitoring industry. The County must be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its Equipment and monitoring capabilities. Contractor must provide

written notification to the County at least 30 Days prior to any implementation of new technology, or any other changes that could affect the Services provided to the County.

20.0 COUNTY RESPONSIBILITIES

All law enforcement services, such as arrest of Participant for violation of home detention conditions or entry into an inclusion or exclusion zone, will remain a Department function.

21.0 QUALITY CONTROL PLAN

21.1 Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of Service throughout the Term of the Contract. The plan must include, but not be limited to:

- Activities to be monitored to ensure compliance with all Contract Requirements,
- Method of monitoring to ensure that all Contract Requirements are being met,
- Frequency of monitoring,
- Samples of forms to be used in monitoring,
- Title/level of qualifications of Contractor staff performing monitoring functions, and
- Documentation of all monitoring results, including any corrective action taken.

21.2 Contractor must provide access, at any time, for the County to inspect records, offices or facilities being maintained in conjunction with this program.

21.3 In the event of a complaint by the County, Contractor must investigate and respond to the County in writing within five Business Days from receipt of complaint. The response must include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.

ATTACHMENT A-1

XML SYSTEM INTERFACE WITH RAJIS

ATTACHMENT A-1 XML SYSTEM INTERFACE WITH RAJIS

This Exhibit A-1 (XML System Interface with RAJIS) to Exhibit A (Statement of Work) provides an overview of the System interface Requirements.

Contractor must provide a System interface to enable the electronic transfer of enrollment data from the Department's Replicated Automated Justice Information System (RAJIS) to Contractor's System database. The objective is to minimize redundant data entry by users during Participant enrollment as well as reduce data entry errors resulting from manual re-entry of key data elements. The remote-hosted System database will require secure access to limited data originating in RAJIS. RAJIS is built upon Oracle database version 12.1, and is hosted in the Department's data center.

Contractor's access to the Department's enrollment data must be achieved through an XML interface developed by Contractor, using a secure web service. Upon entry of a booking number in Contractor's System database, the web services interface will be invoked to initially populate partial enrollment data available in RAJIS using an approved/appropriate database view. Upon inmate authentication, data will be transferred to Contractor-hosted database server. All Personally Identifiable Information (PII) data at rest must be encrypted.

Table A-1.1 below identifies data elements for inclusion in the interface. This list may be modified to include/exclude certain data elements based on Contractor's database and enrollment data-entry requirements, with agreement of County Project Manager.

**Table A-1 .1
Possible System Interface Data Elements**

<u>Name</u>	<u>Type</u>	<u>Description</u>
BOOKING_NO	N(9)	Booking No
BKG_INMATE_FIRST_NAME	X(12)	Inmate First Name
BKG_INMATE_LAST_NAME	X(15)	Inmate Last Name
BKG_INMATE_MIDDLE_NAME	X(9)	Inmate Middle Name
BKG_INMATE_SUFEX	X(3)	Suffix (Jr, Sr, I, II, III etc.)
INMATE_ADDR_APT_NO	X(5)	Apartment number
INMATE_ADDR_CITY	X(20)	City - Free form
INMATE_ADDR_ST	X(2)	State
INMATE_ADDR_STREET_DIR	X(2)	Street direction
INMATE_ADDR_STREET_NAME	X(20)	Street name
INMATE_ADDR_ZIP	9(5)	Zip - free form
INMATE_PHONE_NO	9(10)	Telephone number (area code + 7 digits)
INMATE_STREET_NO	X(10)	Street number
MONTHS_AT_CURR_RES	9(2)	Months at current residence

<u>Name</u>	<u>Type</u>	<u>Description</u>
YRS_AT_CURR_RES	9(2)	Years at current residence
EMP_AT_TIME_OF_ARR	X.	Employed at time of arrest
EMP_EMP_APT_NO	X(5)	Employer Apartment
EMP_EMP_CITY	X(20)	Employer City
EMP_EMP_PHONE	9(10)	Employer location (area code + 7 digits)
EMP_EMP_STATE	X(2)	Employer location
EMP_EMP_STREET_DIR	X(2)	Employer location
EMP_EMP_STREET_NAME	X(20)	Employer location
EMP_EMP_STREET_NO	X(10)	Employer location
EMP_NO_OF_MONTHS	9(2)	Employment Duration
EMP_NO_OF_YEARS	9(2)	Employment Duration
BKG_AGE	9(2)	Inmate's age
BKG_MAIN_NO	X(9)	LACRIS number (finger based id)
BKG_DATE_OF_BIRTH	DATE	Inmate's Date of Birth
BKG_DRIV_LIC_NO	X(8)	Drivers License number
BKG_DRIV_LIC_ST	X(2)	State which issued DL
BKG_EYES	X(3)	Eye color - validated
BKG_HAIR	X(3)	Hair color - validated
BKG_HEIGHT	X(3)	Inmate's height (300 - 811)
BKG_OCCUP_CODE	X(2)	Validated from OCCUPATION-LOOKUP table
BKG_RACE	X.	Race

ATTACHMENT A-2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Attachment A-2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

ITEM NO.	SPECIFIC PERFORMANCE REFERENCE	SERVICE	NON-COMPLIANCE SERVICE CREDITS TO BE ASSESSED
1	Exhibit B, Req. No. 11.1	The System must be available 99.96% of the time other than planned and approved downtime.	\$1000 for each occurrence in which the System availability is less than 99.96%, excluding planned and approved downtime.
2	Exhibit A (SOW), Paragraph 5.2 Exhibit B, Req. No. 2.4d	In the event of System disruption, malfunction, or failure, unscheduled downtime must not exceed 60 minutes concurrent, per occurrence.	\$1000 for each occurrence System downtime exceeds 60 minutes.
3	Exhibit B, Req. No. 5.3	The Department must be notified within two minutes via telephone, text message and/or email of an alert.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
4	Exhibit B, Req. No. 5.5a-g	The Department must be notified within two minutes via telephone, text message and/or email of an alarm due to: entry into an exclusion zone, curfew violation, Equipment removal or tampering, unauthorized absence from an inclusion zone, shielding of the Tracking Device, Equipment malfunction, low battery condition, location verification failure from GPS signal loss, or Tracking Device communication failure due to cellular transmission loss.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
5	Exhibit B, Req. No. 5.6	The Department must be notified within 15 minutes via telephone, text message and/or email of an alert due to	\$500 for each occurrence of failure to notify the Department within 15 minutes of the alarm.

		unauthorized movement of the base station.	
6	Exhibit A (SOW), Paragraph 7.3 (Orientation and Equipment Installation)	In the event of an unsuccessful connection for an RF Tethered Participant, Contractor must make a home or jail facility follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.	\$500 for each occurrence of a failure to make a follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.
7	Exhibit B, Req. No. 2.2	Telephone technical support must be available 24 hours per day/7 days a week.	\$100 for each occurrence in which technical support is not available via a telephone call.
8	Exhibit A (SOW), Paragraph 4.2 (Develop and Implement Interface to Department's Jail Management System)	Contractor must deliver interface to the Department by the scheduled completion date as agreed upon and documented in the PCD.	\$1,000 for each two-week period that exceeds the agreed upon scheduled completion date in the PCD for delivery of the interface.
9	Exhibit A (SOW), Paragraph 6.0 (Enrollment)	Contractor must enroll Participants within one Business Day of receiving a referral and enrollment package.	\$500 per occurrence of failure to enroll Participant within one Business Day.
10	Exhibit A (SOW), Paragraph 6.3 (Enrollment)	Contractor must establish electronic case files, as applicable.	\$500 per occurrence of Contractor not establishing electronic case files.
11	Exhibit A (SOW), Paragraph 12.1 (Program Completion Services)	Contractor must end Participant participation in the program based upon the end date provided by the Department.	\$500 per occurrence of failure to end Participant participation based upon the date provided by the Department.
12	Exhibit A (SOW), Paragraph 16.2 (Management Reports)	Contractor must provide customized reports, upon request by the Department.	\$500 per occurrence of failure to provide customized reports, based upon Department's request.

EXHIBIT B

BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
1.0 Introduction			
	This set of requirements is not exhaustive. Contractor must follow Business and Technical Requirements as minimum requirements. An attempt has been made to provide an overview of the processes and procedures which, together with Exhibit A (Statement of Work), describe in sufficient detail the Department's Work requirements. The term 'System' used in this document refers to Contractor's Monitoring Center System.		
2.0 Monitoring Center			
2.1	The Monitoring Center generates alert notifications to designated Department staff on a 24/7 basis.	M	Yes
2.2	Monitoring Center staff is accessible to designated Department staff 24/7 through a toll-free telephone number for both monitoring support services and technical support. The toll-free telephone number must be provided prior to the initiation of Work under the Contract.	M	Yes
2.3	The Monitoring Center security protocols (physical/virtual) are compliant with Department network and data security policies.	M	Yes
2.4a	The Monitoring Center is duplicated at a secondary (backup) Monitoring Center that provides full operational functions in the event the primary Monitoring Center is disabled.	M	Yes
2.4b	The secondary Monitoring Center is located, at a minimum, 500 miles away from the primary center, such that it is unlikely to be adversely affected by a manmade or natural disaster that could disable the primary Monitoring Center.	M	Yes
2.4c	The Monitoring Centers are located within the continental United States of America.	M	Yes
2.4d	In the event of primary Monitoring Center disruption, the secondary (backup) Monitoring Center is activated and fully functional within 60 minutes of initial system failure.	M	Yes

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
2.5	The Monitoring Centers are secure against unauthorized entry.	M	Yes
2.6	The Monitoring Center contents are safe from theft or loss.	M	Yes
2.7	At a minimum, the Monitoring Centers use a comprehensive intrusion alarm system which is monitored by a local law enforcement agency or security company.	M	Yes
2.8a	The Monitoring Centers provide the capability for every human voice call in and out of the System to be recorded with a transaction record.	M	Yes
2.8b	The transaction record indicates the number dialed, incoming number, and the length and resolution of the call.	M	Yes
2.8c	The transaction record is made available to authorized County personnel upon request.	M	Yes
2.9	The Monitoring Centers receive confirmation via a telephone call, email, or text message that alert notifications were received/acknowledged by Department staff.	M	Yes
2.10	The Monitoring Centers escalate an alert notification to the next designated Department contact if the initial contact does not acknowledge receipt of the alert notification within Department-specified time.	M	Yes
2.11	The Monitoring Centers define the level of an alert notification based on protocols established by the Department.	M	Yes
2.12	Monitoring Center staff respond to inquiries from Department staff within two minutes of request.	M	Yes
2.13	The Monitoring Centers remotely activate or deactivate Global Positioning System (GPS) tracking services for a Participant within 30 minutes after receipt of notification from the Department.	M	Yes
3.0 Tracking Device			
3.1	The Tracking Device transmits Participant's data to the Monitoring Center.	M	Yes

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
3.2	The Tracking Device receives and transmits signals utilizing GPS technology.	M	Yes
3.3	The GPS receiver is embedded within the Tracking Device.	M	Yes
3.4	The Tracking Device acquires GPS signals within two minutes when placed in an outdoor environment.	M	Yes
3.5	The Tracking Device is programmable to vary the rate of recording and reporting of GPS position data.	M	Yes
3.6a	The Tracking Device can be paired with a home monitoring unit (base station) to improve accuracy of tracking a Participant at the residence where GPS tracking may be impaired.	M	Yes
3.6b	The base station is available at no additional cost to the County.	M	Yes
3.7a	The base station receives signals from Tracking Device and transmits information to the Monitoring Center using the residence's telephone service.	M	Yes
3.7b	The base station transmits the information either by hard wired or cellular telephone service.	M	Yes
3.8	The base station may be configured to use radio frequency (RF), Wi-Fi, Bluetooth, or other available technology.	M	Yes
3.9	The Tracking Device is tamper-resistant.	M	Yes
3.10	The Tracking Device has a tamper alert which transmits an alert signal when the Tracking Device has been removed or if the strap is cut or otherwise tampered with.	M	Yes
3.11	The Tracking Device is hypoallergenic, sealed, shock resistant, and water/moisture resistant.	M	Yes
3.12	No special hand tools are needed to install the Tracking Device.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
3.13	Once properly installed on the Participant's ankle, the Tracking Device cannot be removed without compromising the strap and/or Tracking Device.	M	Yes
3.14	The Tracking Device does not pose a safety hazard or a risk of harm or danger to, or other adverse impact on, the Participant or others.	M	Yes
3.15	The Tracking Device operates at temperatures in the range of -20 degrees Celsius to +60 degrees Celsius.	M	Yes
3.16	The Tracking Device records the Participant's location point at least once every 60 seconds.	M	Yes
3.17	The Tracking Device emits or downloads signals to the Monitoring Center at least once every minute.	M	Yes
3.18	The Tracking Device emits alert conditions to the Monitoring Center immediately.	M	Yes
3.19a	The Tracking Device has a central processing unit (CPU) and internal memory to store at least 2,880 GPS points representing approximately two days' worth of location and data if communication is disrupted for any reason.	M	Yes
3.19b	Retransmission of data occurs immediately when connectivity is restored.	M	Yes
3.20a	The Tracking Device has internal diagnostics that can determine if it is operating properly.	M	Yes
3.20b	The Tracking Device has the ability to relay the diagnostics information to the tracking System.	M	Yes
4.0 Battery			
4.1	The Tracking Device is equipped with an electronic charger device that uses 110V AC power for home use.	M	Yes
4.2	The Tracking Device batteries are not removable or replaceable.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
4.3	The Tracking Device batteries are permanently sealed within the Tracking Device case.	M	Yes
4.4	The Tracking Device batteries have an active life of at least 18 months.	M	Yes
4.5	The Tracking Device batteries have a shelf life of at least two years.	M	Yes
4.6	The Tracking Device batteries hold a single charge for a minimum period of 24 hours while performing one minute GPS acquisition and downloading data to the System at least once every ten minutes without the use of additional accessories.	M	Yes
4.7	The Tracking Device batteries recharge to maximum capacity within four hours from a complete dead battery status.	M	Yes
5.0 Alerts and Notifications			
5.1	Proposer must describe, in the comment section, the alert feature to notify, detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.	M	Yes
5.2	Alert notifications of violations by Participants include, but are not limited to:		
5.2a	Participant's name	M	Yes
5.2b	Booking number	M	Yes
5.2c	Main number	M	Yes
5.2d	Type of alert	M	Yes
5.2e	Date and time of violation	M	Yes
5.2f	Location of the Participant's last known location.	M	Yes
5.2g	Follow-up action, if any	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
5.3	The System sends alerts to designated Department staff via e-mail, text message, and/or voice calls at the discretion of the Department.	M	Yes
5.4	Alert notifications to the Department are sent automatically or manually by Monitoring Center staff.	M	Yes
5.5	Alert notifications to the Department are sent within two minutes, for the following:		
5.5a	Participant entry into an exclusion zone.	M	Yes
5.5b	Participant curfew violation.	M	Yes
5.5c	Participant removing or tampering of Equipment.	M	Yes
5.5d	Unauthorized absence from an inclusion zone.	M	Yes
5.5e	Participant shielding the Tracking Device.	M	Yes
5.5f	Equipment malfunction or low battery condition.	M	Yes
5.5g	Location verification failure from GPS signal loss or Tracking Device communication failure due to cellular transmission loss.	M	Yes
5.6	Alert notifications are within 15 minutes of an alert due to unauthorized movement of the base station.	M	Yes
6.0 System			
6.1	The System has Internet security features, including:		
6.1a	256-bit encryption.	M	Yes
6.1b	Secure Sockets Layer (SSL)	M	Yes
6.1c	Multiple firewalls to ensure the security of Participant data.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.2	The System has infrastructure and application security to prevent unauthorized access to the System.	M	Yes
6.3	The System has host intrusion detection software to monitor unauthorized activity.	M	Yes
6.4	The System allows Department staff to make real-time modifications of alert parameters using a secure web application.	M	Yes
6.5	The System's automated data security functions provide information on attempted intrusions and other relevant or useful information within two hours to Department designated staff.	M	Yes
6.6	The System allows user accounts to be established by a limited number of authorized Department staff with System administration privileges.	M	Yes
6.7	User accounts are managed by Active Directory Federation Services (ADFS).	M	Yes
6.8	Participant data is accessible by authorized Department staff in a secure web-based HTTPS environment.	M	Yes
6.9	The System is capable of identifying a shielded Tracking Device.	M	Yes
6.10	At the Department's option, new fields can be added to the Participant database and made available for query and reporting functions, at no additional cost to the County.	M	Yes
6.11	Participant data includes, but is not limited to:		
6.11a	Enrollment data	M	Yes
6.11b	Case plans and case notes	M	Yes
6.11c	Inclusion/exclusion zones	M	Yes
6.11d	Curfew rules	M	Yes
6.11e	Alerts	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.11f	Historical and current location data	M	Yes
6.11g	Termination data	M	Yes
6.11h	Other relevant data as determined by the Department.	M	Yes
6.12	The System stores and retrieves the following information for Participants based upon data received from their Tracking Device:		
6.12a	Location	M	Yes
6.12b	Direction	M	Yes
6.12c	Latitude and longitude	M	Yes
6.12d	Speed of movement	M	Yes
6.13a	The System automatically evaluates incoming Participant data from a Tracking Device to determine if an alert should be activated based upon predefined rules in the database.	M	Yes
6.13b	The predefined rules for alerts are established by the Department and updated in the database by Contractor staff.	M	Yes
6.14	The System provides Monitoring Center staff and Department staff with the tools to track and evaluate alerts and support the notification of Department staff based upon predefined rules.	M	Yes
6.15	The System allows for assignment of inclusion and exclusion zones and associated curfew times for individual Participants.	M	Yes
6.16	The System allows creation of template zones applicable to a defined group of Participants (e.g., areas around playgrounds or schools).	M	Yes
6.17	The System allows for the input of multiple curfews for each day of the week.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.18	The System supports permanent and temporary schedules without having to delete any schedule information.	M	Yes
6.19	The System permits unlimited number of zones for an individual Participant with allowable times associated with each zone.	M	Yes
6.20	The System allows Monitoring Center staff entering inclusion and exclusion zone data the capability to draw points, form circles, squares, rectangles, and/or polygons based on inclusion and exclusion zone data provided by the Department.	M	Yes
6.21a	The System allows web-based queries of current and historical data for a Participant inclusive of the data sets identified in 6.22 below.	M	Yes
6.21b	Query parameters minimally include Department-supplied identification numbers and Participant name.	M	Yes
6.22	The System allows web-based queries of:		
6.22a	Alerts by type for a specified date and time range.	M	Yes
6.22b	Individual Participants at a location for a specified date and time range. This functionality also includes the capability for event detection queries. Event detection queries allow the Department to locate individual Participants that were around a specified location for a given time period and distance range.	M	Yes
6.23	At the Department's option, any and all other data fields in the Participant database can be queried as necessary for reporting purposes, at no additional cost to the County.	M	Yes
6.24	The System indexes Participant data using the following key fields:		
6.24a	Booking number (unique to each stay in Custody).	M	Yes
6.24b	Main number (unique to each Participant based upon positive identification).	M	Yes
6.25	The System can export all data into:		

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
6.25a	Microsoft Excel	M	Yes
6.25b	Adobe PDF	M	Yes
6.25c	GIS format	M	Yes
6.26	New updates and/or patches to the System are remotely installed on all Tracking Devices.	M	Yes
6.27	The System saves all updates to Participant, demographic information, and/or monitoring data.	M	Yes
6.28	The System provides continuous electronic monitoring with prohibitions against unauthorized access.	M	Yes
6.29	The System allows user accounts to have a minimum of three assigned roles with security permissions defined by the Department (e.g., system administrator role, end user role with update privilege, end user role with query access only, etc.).	M	Yes
7.0 Alcohol Monitoring Capability			
7.1	The Tracking Device samples the insensible perspiration on Participant's skin to measure for alcohol consumption.	M	Yes
8.0 Mapping Capability			
8.1	The System's mapping component tracks Participant's movement history.	M	Yes
8.2	The System's mapping component includes the capability to replay tracking history by date and time with rewind and fast forward functionality that displays a time series of Participant movements for a specified time period.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.3	The System provides unlimited access to the most up-to-date maps available with graphics, aerial photography, ability to update maps with public places of interest, icon references, including, but not limited to, schools, day-care centers, parks, and other areas of interest specific to each geographical area.	M	Yes
8.4	The System's mapping component provides the capability to re-size and reset inclusion and exclusion zones using x, y coordinates.	M	Yes
8.5	The System's mapping component provides the capability to display street names, schools, freeways, and other landmarks.	M	Yes
8.6	The System's mapping component provides the capability to pan and zoom in/out on the position of the Participant.	M	Yes
8.7	The System's mapping component provides the capability to print selected maps.	M	Yes
8.8	The System's mapping component provides the capability to view the movement of multiple Participants at the same time.	M	Yes
8.9	The System's mapping component provides the capability to display maps with street and aerial views of Participant locations through the web-based user interface based upon user-specified parameters.	M	Yes
8.10	The System provides three levels of mapping options:		
8.10a	Satellite images	M	Yes
8.10b	Street maps	M	Yes
8.10c	Hybrid maps (satellite images overlaid with street maps).	M	Yes
8.11	The System allows user to change the display view at any time while viewing the Participant's locations.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.12	The System's mapping component supports the generation of ad-hoc reports with a Department user-defined parameter.	M	Yes
8.13	The System's mapping component has the capability to quickly zoom in to street level including displaying places of interest frequented by Participants.	M	Yes
8.14	The System's mapping component saves/bookmarks mapped locations that can be easily accessed by users.	M	Yes
8.15	The System's mapping component provides exporting of data for:		
8.15a	Video capturing	M	Yes
8.15b	Printing to a minimum 600 dpi resolution.	M	Yes
8.16	The System's mapping component is capable of quickly loading 24 hours of GPS points, subject to a specified date/time selection.	M	Yes
8.17	The System's mapping component displays a minimum of seven days of GPS points for an individual Participant at one time based on the time the information is accessed.	M	Yes
8.18	When multiple days are loaded, the System distinguishes between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.	M	Yes
8.19	The System's mapping component is able to "play back" a time visualization of GPS points.	M	Yes
8.20	The System's mapping component allows for filtering of GPS points to display:		
8.20a	Time of day	M	Yes
8.20b	Duration of stay	M	Yes
8.20c	Speed of travel	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
8.21	The System's mapping component displays various map types that may be selected by the user, including, but not limited to:		
8.21a	Satellite	M	Yes
8.21b	Roads	M	Yes
8.21c	Birds eye	M	Yes
8.21d	Street	M	Yes
9.0 Crime Scene Correlation Mapping Analysis			
9.1	The System has a component that correlates crime scenes and incident report data collection.	M	Yes
9.2	Crime scene correlation mapping reports are generated on a daily basis and in accordance with Department specifications.	M	Yes
9.3	Crime scene correlation mapping is available on a near "real time" basis immediately upon request and notification by the Department.	M	Yes
9.4	The System's crime scene correlation mapping analysis identifies when one or more Participants on GPS tracking were in the vicinity of a crime.	M	Yes
9.5	The System's mapping analysis provides simultaneous locations for all Participants assigned to GPS tracking in relation to the location, date and time of a crime and the speed and direction of the Participant's travel.	M	Yes
9.6	The System's crime scene correlation maps are easy to navigate both forward and backwards in time for an accurate depiction of a Participant's position relative to criminal activity.	M	Yes
9.7	Mapping information includes Participant's time in each area, speed and direction of travel, to allow for rapid investigative crime analysis.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
9.8	All crime scene correlation services are provided by Contractor at no additional cost to the County and approved law enforcement agencies.	M	Yes
9.9	The System analyzes locations frequented by a Participant to identify places previously visited as well as new locations, for rapid investigative crime analysis.	M	Yes
10.0 Data			
10.1a	Participant data is maintained in the System database for 12 months after Participant termination.	M	Yes
10.1b	Post-termination Participant data is available to Department staff through the web-based query process.	M	Yes
10.2	Data for Participants that have been terminated from the program for 12 months or more is electronically archived until the Department requests that data be purged.	M	Yes
10.3	Purged data is transferred to the Department via an agreed-upon storage media, as determined by the Department, at no additional cost to the County.	M	Yes
10.4	Data is accessible through password-protected, role-based user accounts.	M	Yes
11.0 Minimum Performance			
11.1	The System's monitoring functionality and data storage has redundancy and failover capability to ensure 99.96% availability of the System, excluding planned and approved downtime.	M	Yes
11.2	The System has data recovery capability such that no more than 30 minutes of data is lost and has a recovery time objective to a secondary site of four hours.	M	Yes
11.3	During a system failover at the primary center, all data is stored until successfully transferred.	M	Yes

EXHIBIT B
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
11.4	The System accurately provides indoor location tracking data, within 20 meters or less, 95% of the time.	M	Yes
11.5	The System accurately provides outdoor location tracking data, within 10 meters, 90% of the time in an open-air environment with no obstructions.	M	Yes
11.6	The System accurately provides location tracking data, within 30 meters, 90% of the time when placed in an 8-foot single story structure.	M	Yes
11.7	Data collection rate: The System has an adjustable data collection rate that ranges from at least one location point per minute to one location point every 15 minutes.	M	Yes
11.8	Data upload rate: The System has the capability to upload data points at a minimum of once every 15 minutes.	M	Yes
11.9	On-demand location: The System is able to provide an on-demand location and status update within three minutes of the request.	M	Yes
11.10a	Response time for all standard web-based transactions averages two seconds or less during peak time usage of the System.	M	Yes
11.10b	Response time for complex queries (e.g., multiple Participants and/or real-time instant locations) does not exceed 30 seconds.	M	Yes
11.11	The System provides for 100% redundancy to avoid excessive downtime due to hardware or software issues.	M	Yes
11.12	The System has a timeout function after 15 minutes of no user activity.	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
11.13	The System incorporates non-volatile memory that stores at least ten days' worth of events (with date and time of occurrence) at a collection rate of one point per minute.	M	Yes
11.14	The System's non-volatile memory retains unreported events and reports them once power/cellular services have been restored, including date & time of occurrence.	M	Yes
12.0 Reports			
12.1	The System provides the following automatic and on-demand reports:		
12.1a	Daily status reports	M	Yes
12.1b	Alert reports on demand	M	Yes
12.1c	Annual summary reports	M	Yes
12.1d	Management summary statistical workload reports	M	Yes
12.1e	Other related reports as defined in Paragraph 15 (Management Reports) of Exhibit A (Statement of Work).	M	Yes
12.2	The reports are available daily, weekly, monthly, and on an annual basis, summarizing the following:		
12.2a	Enrollments	M	Yes
12.2b	Terminations	M	Yes
12.2c	Average length of time in the program	M	Yes
12.2d	Alerts	M	Yes
12.2e	Contacts	M	Yes

EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response Yes / No
12.3	Comprehensive daily status reports are available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence.	M	Yes
12.3a	The daily status report also include:	M	Yes
12.3b	Participant's name	M	Yes
12.3c	Curfew schedule	M	Yes
12.3d	Case manager comments	M	Yes
12.3e	References to any alerts	M	Yes
12.3f	Equipment description	M	Yes
12.4	Report formats can be modified, if required, to ensure compliance with the Department's requirements.	M	Yes
12.5	Every field of data in the Participant database can be queried, as necessary, for reporting purposes.	M	Yes
12.6	Alert Reports provide compliant and non-compliant data listings by type of alert for active Participants who had at least one alert.	M	Yes
12.7	Management Reports include information on the following:		
12.7a	New technology employed improvements to Tracking Devices and/or service delivery	M	Yes
12.7b	Dates of training and/or on-site technical assistance	M	Yes
12.7c	Court appearances	M	Yes

EXHIBIT C

PRICING SCHEDULE

PRICING SCHEDULE

TYPE OF MONITORING	Daily Rate* per Participant Years 1 – 3	Daily Rate* per Participant Option Year 1	Daily Rate* per Participant Option Year 2	Daily Rate* per Participant Option Year 3	Daily Rate* per Participant Option Year 4
GPS with Cellular (with Active Case Management)					
Quantity of 1 – 499	5.60	5.60	5.60	5.60	5.60
Quantity of 500 – 999	4.57	4.57	4.57	4.57	4.57
Quantity of 1000 – or more	4.49	4.49	4.49	4.49	4.49
GPS with Cellular (without Active Case Management)					
Quantity of 1 – 499	3.80	3.80	3.80	3.80	3.80
Quantity of 500 – 999	3.55	3.55	3.55	3.55	3.55
Quantity of 1000 – or more	3.35	3.35	3.35	3.35	3.35
RF Tethered – Landline Connection (with alcohol monitoring)					
Quantity of 1 – 499	6.87	6.87	6.87	6.87	6.87
Quantity of 500 – 999	6.59	6.59	6.59	6.59	6.59
Quantity of 1000 – or more	6.53	6.53	6.53	6.53	6.53
RF Tethered – Cell Phone Connection					
Quantity of 1 – 499	3.05	3.05	3.05	3.05	3.05
Quantity of 500 – 999	2.85	2.85	2.85	2.85	2.85
Quantity of 1000 – or more	2.45	2.45	2.45	2.45	2.45

*The Daily Rate per Type of Monitoring will be based on the **total** combined quantity of all Type of Monitoring units in service. The Daily Rate is an all-inclusive rate which includes, but not be limited to, all Services, Taxes, Equipment, Warranty and Maintenance Support, and unlimited access to System by all County Designated Users.

EXHIBIT D & E

COUNTY AND CONTRACTOR ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Roel D. Garcia

Title: Captain

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5165

E-Mail Address: r2garcia@lasd.org

COUNTY PROJECT MANAGER:

Name: Paxton A. Reinecker

Title: Leutenant

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5885

E-Mail Address: pareinec@lasd.org

COUNTY CONTRACT COMPLIANCE MANAGER:

Name: Alex Madera

Title: ASM III

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

Telephone: (213) 229-3276

E-Mail Address: amadera@lasd.org

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Sentinel Offender Services, LLC _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Bill Hecker _____

Title: Senior Regional Account Manager _____

Address: 1220 North Simon Circle, Unit C Anaheim, CA 92806 _____

Telephone: 877-218-1200 _____

E-Mail Address: bhecker@sentineladvantage.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Mark Contestabile _____

Title: Chief Business Development Officer _____

Address: 1080 Holcomb Bridge Road, Suite 100 Roswell, GA 30076 _____

Telephone: 770-778-9214 _____

E-Mail Address: mcontestable@sentineladvantage.com

Name: Dennis Fuller _____

Title: Chief Financial Officer _____

Address: 1220 North Simon Circle, Unit C Anaheim, CA 92806 _____

Telephone: 949-466-6631 _____

E-Mail Address: dfuller@sentineladvantage.com

Notices to Contractor shall be sent to the following:

Name: Alan Velasquez _____

Title: Regional Sales Manager West _____

Address: 1220 North Simon Circle, Unit C Anaheim ,CA 92806 _____

Telephone: 949-678-0813 _____

E-Mail Address: avelasquez@sentineladvantage.com

EXHIBIT F1, F2, AND F3

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Sentinel Offender Services, LLC Contract No _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: Dennis Fuller DATE: 06/25/2024

PRINTED NAME: Dennis Fuller

POSITION: CFO

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Contract No _____

Employee Name: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: Sentinel Offender Services, LLC Contract No _____

Non-Employee Name: Non-applicable _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: Non-applicable DATE: _____
PRINTED NAME: _____
POSITION: _____

EXHIBIT G

SAFELY SURRENDERED BABY LAW

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A BETTER CHOICE.
SAFELY SURRENDER YOUR BABY.



BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT K

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs, and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must 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 must 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 must 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 must:

- 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 must 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 must 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 must 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 must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must 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 must 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 will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must 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 must 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 must 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 must 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 must 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 must 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 must 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 must notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must 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. 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 will also apply to all Subcontractors and third parties. The Contractor or third party will 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 will 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 must obtain advanced approval from the County’s Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County’s Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor’s control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County’s Chief Information Security Officer.

In addition, the Contractor must 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 must 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.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must 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 must (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 must 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 must 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 must 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 must 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.

10. 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.

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (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 13 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 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 8 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 will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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 must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- 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 must 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 Street, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

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

Departmental Information Security Officer:

Fransiscus X. Gunawan (DISO)
Departmental Information Security Officer
12440 Imperial Hwy., Suite 400 E.
Norwalk, CA 90650
(562) 345-4181

- 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,
 - 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, and
 - 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 must 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 will 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.

14. 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 will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

15. AUDIT AND INSPECTION

Refer to Exhibit L (Departmental Information Security Requirements) of the Contract.

16. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will 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 will 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 will 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.

EXHIBIT L

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Exhibit L sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum standards set forth in this Exhibit L will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit L, capitalized terms have the meanings set forth in the Contract.

1. SECURITY POLICY

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

2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, Risks, and Threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA

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

4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and previously approved by the County in writing. The foregoing requirements will apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

6. HARDWARE RETURN

Upon termination or expiration of the Contract at any time upon County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential

Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

7. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. ACCESS CONTROL

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

10. SECURITY INCIDENT

A "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
 - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
 - (i) Audit spans a full twelve (12) months of operation and is produced annually.
 - (ii) The resulting detailed report is available to County.

- (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under HIPAA and HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be

grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at the County’s option, all originals and copies of all documents and materials it has received containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable

form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13 (a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13 (a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

EXHIBIT M

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information, and any other information described in Exhibit L (Departmental Information Security Requirements) of the Contract by completing this Exhibit M. By signing this Exhibit M, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	YES	NO	DOCUMENTATION AVAILABLE	YES	NO
1) Will County data stored on your workstation(s) be encrypted? Sentinel Employees are not permitted to store county data on workstations.	<input type="checkbox"/>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2) Will County data stored on your laptop(s) be encrypted? Sentinel Employees are not permitted to store county data on laptops.	<input type="checkbox"/>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3) Will County data stored on removable media be encrypted? Sentinel Employees are not permitted to store county data on removable media.	<input type="checkbox"/>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools? Sentinel does not have attestation reports for encryption.	<input type="checkbox"/>	<input type="checkbox"/> N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
6) Will County data be stored on remote servers*? *cloud storage, Software-as-a-Service or SaaS Encrypted backups are stored at Amazon S3; and encrypted synchronized copies of systems are stored at 11:11 Systems iLand for Disaster Recovery.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Dennis Fuller
 Official's Name

Chief Financial Officer
 Official's Title

Dennis Fuller
 Official's Signature

EXHIBIT N

SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

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 Contractor during the legitimate course of your duties, you may have access to CORI. The Los Angeles County Sheriff's Department (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 contact with inmates 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 Department is considered a breach of confidentiality, inappropriate, and unauthorized.

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

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

Dennis Fuller

(Signature)

Dennis Fuller

Name (Print)

Chief Financial Officer

Title of Authorized Representative

06/25/2024

Date

All Contractor's staff authorized to perform work under the Contract must complete this form. A fully executed copy(ies) of this form must be provided to County Project Manager prior to commencement of Work under the Contract.

EXHIBIT O

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

Prepared by County: _____

Returned by Contractor: _____

Action Completed Date: _____

DISCREPANCY PROBLEM(S): _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____