



NATHAN J. HOCHMAN
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HALL OF JUSTICE
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 02, 2025

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

49 September 2, 2025

A handwritten signature in cursive script that reads "Edward Yen".

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE
TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY
FOR THE PERIOD FROM OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, AND
TO REQUEST FOR APPROVAL TO AWARD AND EXECUTE ONE CONTRACT
FOR ON-CALL BLOOD DRAW SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (LADA) to accept grant funds from the California Office of Traffic Safety (OTS) and enter into agreements to support the Driving Under the Influence (DUI) and Vehicular Homicide Training, Education, and Prosecution Program (Program) for a one-year period from October 1, 2025, through September 30, 2026, and to award Vital Medical Services, LLC (VMS) a services contract to provide on-call blood draw services when needed by law enforcement in DUI of Alcohol (DUI-A) and DUI of Drugs (DUI-D) cases, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. VMS was selected through the County's standard competitive solicitation and contracting process by a Request for Proposals (RFP).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize LADA to accept grant funds from the OTS for the DUI and Vehicular Homicide Training, Education, and Prosecution Program, Assistance Listing Number 20.616, Grant Award Number DI26034, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$2,200,000, for a one-year period from October 1, 2025, through September 30, 2026. There is no required County match for this grant.

2. Delegate authority to the District Attorney (DA), or designee, to serve as Program Director and to sign and approve the OTS grant agreement and any revisions, subsequent amendments, modifications, and/or extensions to the OTS grant agreement that do not increase the net County cost of the Program; and to apply, submit, and execute all required grant application documents, including assurances and certifications, when and if such future and similar funding becomes available.
3. Delegate authority to the DA, or designee, to sign and execute the attached contract (Attachment 1) with VMS for on-call blood draw services from October 1, 2025, through September 30, 2026, with up to two additional one-year periods and six month-to-month extensions, for a maximum total contract term of three and a half years at a first-year contract cost of \$200,000, unless sooner terminated or extended, in whole or in part, as provided in the contract, for a potential maximum contract sum of \$700,000. This also includes authority to execute amendments (including changes to the scope of services) and allocate the awarded grant funds from the OTS to increase the contract amount, as needed, for any increase in volume of services required by the program's needs, up to maximum annual of \$250,000 and contract sum of \$875,000, and subject to review and approve as to form by County Counsel.
4. Delegate authority to the DA, or designee, to select the next highest-ranking proposer should the selected vendor default on the contract, pursuant to Section 8.43 (Termination for Default) of the contract, or follow the County established procurement policy and procedure to select the successor contractor with the least gap in services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The OTS is designated by the Governor to receive federal traffic safety funds from the United States Department of Transportation, National Highway Traffic Safety Administration, for coordinating California's highway safety programs. Each year, the OTS develops a Highway Safety Plan identifying the key highway safety problems in the state and the most effective countermeasures to address them. The OTS then solicits proposals statewide to address the identified problems. The OTS awards grant funds to local governmental agencies to implement traffic safety programs and grants.

The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDAs) continue the process of providing significantly improved DUI-A, DUI-D, and vehicular homicide training and education to DDAs and law enforcement agencies, as well as allowing this specialized team of DDAs to continue its work in increasing the number of Drug Recognition Experts. The members of this specialized team will work to increase the capabilities of the team, the office, law enforcement personnel, and outside prosecutorial agencies, by obtaining and delivering specialized training in these fields throughout the county and state. In addition to providing this specialized training and education, team members will also personally prosecute a select number of the county's most serious and high-profile DUIs and vehicular homicides. LADA will accomplish these objectives as a means to prevent impaired driving and reduce traffic fatalities and injuries.

Grant funds provided by the OTS allows LADA to create the DUI Training and Prosecution Section (DTAPS) to address and combat the ongoing and increasing DUI-Alcohol, DUID, and vehicular homicide problems within Los Angeles County. One of the main goals of DTAPS has been to prioritize and continue to expand a vertical prosecution program to facilitate the specialized prosecution of the most high-profile DUI-related vehicular homicide cases.

The LADA's plan to develop expertise and train prosecutors on topics specific to DUI and vehicular homicide cases has been approved for grant funding from the OTS. The OTS grant will provide funding to continue the Program for as-needed, on-call blood draw services. The blood draw service is essential to the Program because the presence of active drugs in the bloodstream of a DUI suspect dissipates rapidly and, unlike alcohol, can only be detected through blood sample testing. Recent changes to the law hold that a blood sample from a DUI suspect may be obtained either through consent or, absent that, through a search warrant signed by a judge. In many instances, law enforcement officers have experienced difficulty or delays in obtaining blood draws at hospitals, despite having obtained consent or a valid search warrant. The ability to have an on-call blood draw service respond when needed by law enforcement is imperative in proving many DUI cases and is, therefore, a public safety necessity. The Program will afford an opportunity to assess the level of need, and the geographic areas of need, for on-call blood draw services in the County twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

On the previous Board Letter requesting the Board to accept grant funds from the OTS for the DUI and Vehicular Homicide Training, Education, and Prosecution Program, LADA notified the Board that LADA was in the process of soliciting for a new on-call blood draw service contract and would present to the Board in a separate Board Letter when it was completed. LADA has, through competitive solicitation, selected VMS as the services provider for on-call blood draw services, funded by the OTS grant.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan's North Star No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as North Star No. 2, Foster Vibrant and Resilient Communities: Utilize the support of a network of public/private partners, faith-based organizations, community-based organizations, philanthropic organizations, and local governments in order to foster vibrant and resilient communities.

FISCAL IMPACT/FINANCING

The total funding awarded from the OTS is \$2,200,000 for a one-year period from October 1, 2025, through September 30, 2026, which includes the allocation of funds for the salary and employee benefits for 100 percent of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, and 100 percent of one (1) District Attorney Senior Investigator. Of the total awarded amount, \$200,000 in grant funding is allocated to VMS to provide on-call blood draw services for the grant period.

The pro-rated grant award funding is included in the LADA's FY 2025-26 Final Adopted Budget; therefore, no budget adjustment is required.

If funding for this Program were to be terminated, an evaluation would be conducted to determine whether the Program would be continued, with costs absorbed by LADA, or discontinued with staff attrition or reallocation to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LADA is responsible for prosecuting all felonies in Los Angeles County and misdemeanors for

78 of 88 cities within its jurisdiction (4,083 square miles). Within that territory, LADA works with over 100 law enforcement agencies. When fully staffed, there are approximately 1,000 DDAs employed by LADA. DUI offenses represent a rising and continuing threat in Los Angeles County. Given the passage of Proposition 64 and the trend of increased DUI-A, DUI-D, and DUI combination crashes and fatalities in states, such as California, where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community expects the danger to continue to increase.

The fair and ethical prosecution of those who drive while impaired by alcohol, drugs, or a combination of drugs and alcohol, requires a well-trained prosecutorial staff. The OTS grant is a timely opportunity to provide this training in Los Angeles County.

The terms and conditions of the proposed contract with VMS have been approved as to form by County Counsel. This contract for on-call blood draw services is not a Proposition A contract because the contracted services are of an extraordinary professional or technical nature and are not subject to the Living Wage Program (County Code Chapter 2.121).

The proposed contract contains all of the current County-required provisions, such as Compliance with County's Zero Tolerance Human Trafficking Policy, Time Off for Voting, Consideration of Hiring GAIN/START Program Participants, Contractor Responsibility and Debarment, Compliance with Jury Service Program, Safely Surrendered Baby Law, County's Child Support Compliance Program, and County's Defaulted Property Tax Reduction Program. VMS will provide all required levels of insurance, including for professional liability/errors.

CONTRACTING PROCESS

LADA issued an RFP on December 20, 2024, RFP No. RFP-DA-S001 for on-call blood draw services. The solicitation and contracting opportunity was posted on the County's website "Doing Business with Us" <http://camisvr.co.la.ca.us/lacobids/BidLookUpFrm.asp> (Attachment 2) for download by any potential service provider. Notice of the RFP was sent to vendors registered with the County. The solicitation was consistent with federal competitive procurement regulations for County contracting policies. The solicitation was open to non-profit and for-profit organizations.

Pre-proposal conferences were held on January 6, 2025, and January 13, 2025. Three vendors attended the first pre-proposal conference, and two vendors attended the second. Proposals were due on January 24, 2025, at 5:00 p.m. (Pacific Standard Time). Two proposals were received by the deadline, and both met the minimum requirements set forth in the RFP. None of the proposers were disqualified.

An evaluation committee composed of one staff from LADA's Accounting and two staff from LADA's DTAPS Section evaluated the written proposals, in accordance with the evaluation process and criteria described in the RFP, including price, service expertise, proposed work plan, experience, personnel qualifications, and understanding of work requirements. The selection of VMS was facilitated through the County's standard competitive solicitation (RFP) and contracting process, complying with the County's procurement policy and procedure, and providing the highest level of fair business practices and contractual protection.

Based on the evaluation of the proposals and factoring in cost, VMS is the highest ranked proposer. They have been determined to meet the minimum requirements of the RFP and deemed to be qualified to provide the required services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Program proposes the dedication of one (1) existing Grade IV DDA, three (3) existing Grade III DDAs, and one (1) full-time District Attorney Senior Investigator. Pursuant to your Board motion of December 15, 1998, the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments have been notified of this request for review and have determined that this action would not impact their current operations and/or any potential impact due to the expansion of this Program can be managed with existing resources. Funding from the OTS will allow DTAPS to continue to vertically prosecute County's most serious DUI-related vehicular homicides, all while providing important DUI and vehicular homicide-related training to prosecutors and law enforcement agencies.

Approval of the recommended contract will allow LADA's DTAPS to receive on-call blood draw services when needed by law enforcement in DUI-Alcohol and DUID cases, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The recommended actions will enable law enforcement officers to obtain blood draws without difficulty or delay, which is imperative in providing many DUI cases and is, therefore, a public safety necessity.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Ms. Ani Ayvazyan, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Ayvazyan at (213) 257-2746, or at AAyvazyan@da.lacounty.gov.

Respectfully submitted,



NATHAN J. HOCHMAN

District Attorney

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Enclosures

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

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

Department:	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	ALCOHOL & DRUG IMPAIRED DRIVER VERTICAL PROSECUTION PROGRAM
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The Los Angeles County District Attorney's Office will continue with its specialized team of prosecutors (DUI Training and Prosecution Section (DTAPS)) that will strengthen Driving Under the Influence of Alcohol (DUI Alcohol) and/or Drugs (DUID) and/or DUI Combination of Alcohol and Drug (DUI Combo) investigations and prosecutions in Los Angeles County by providing training on these types of cases to trial prosecutors and law enforcement agencies throughout the County. DTAPS will continue to train, and in some instances, co-chair the prosecution of DUI Alcohol, DUID, or DUI Combination (Alcohol and Drug) cases with misdemeanor and felony Deputy District Attorneys who handle these types of cases throughout each step of the criminal justice process. DTAPS will work with the Traffic Safety Resource Prosecutor - Southern California Training Network to increase the capabilities of the Office by obtaining and delivering specialized training. DTAPS will share information with peers, law enforcement, and crime lab personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
OFFICE OF TRAFFIC SAFETY	DI26034	N/A

Total Amount of Grant Funding:	\$2,200,000	County Match:	\$0
Grant Period	Begin Date: October 1, 2025	End Date: September 30, 2026	
Number of Personnel Hired Under This Grant	Full Time: 5	Part Time: 1	

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>

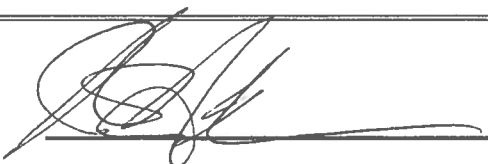
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

Department Head Signature 

Date 8/5/25



CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE**

AND

VITAL MEDICAL SERVICES, LLC

FOR

ON-CALL BLOOD DRAW SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
1.0 APPLICABLE DOCUMENTS.....	2
2.0 DEFINITIONS	2
2.1 Standard Definitions	2
3.0 WORK	4
4.0 TERM OF CONTRACT.....	4
5.0 CONTRACT SUM.....	5
5.1 Total Contract Sum	5
5.2 Written Approval for Reimbursement	5
5.3 Notification of 75% of Total Contract Sum.....	6
5.4 No Payment for Services Provided Following Expiration-Termination of Contract.....	6
5.5 Invoices and Payments	6
5.6 Intentionally Omitted	7
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	7
6.0 ADMINISTRATION OF CONTRACT - COUNTY.....	7
6.1 County's Administration	7
6.2 County's Project Director.....	7
6.3 County's Project Manager	8
6.4 County's Project Monitor	8
6.5 County's Contract Analyst.....	8
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	8
7.1 Contractor's Administration	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff	9
7.4 Contractor's Staff Identification	9
7.5 Background and Security Investigations	9
7.6 Confidentiality.....	9
8.0 STANDARD TERMS AND CONDITIONS	10
8.1 Amendments	10
8.2 Assignment and Delegation/Mergers or Acquisitions	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints	12
8.6 Compliance with Applicable Laws	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County's Jury Service Program.....	13
8.9 Conflict of Interest	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	18
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program	18
8.15 County's Quality Assurance Plan	18
8.16 Damage to County Facilities, Buildings or Grounds	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards	20
8.20 Force Majeure	20
8.21 Governing Law, Jurisdiction, and Venue	20
8.22 Independent Contractor Status	21
8.23 Indemnification	21
8.24 General Provisions for all Insurance Coverage	21
8.25 Insurance Coverage	25
8.26 Liquidated Damages	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action	27
8.29 Non-Exclusivity.....	28
8.30 Notice of Delays	28

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.31 Notice of Disputes	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	29
8.34 Notices	29
8.35 Prohibition Against Inducement or Persuasion.....	29
8.36 Public Records Act.....	29
8.37 Publicity.....	30
8.38 Record Retention and Inspection-Audit Settlement.....	30
8.39 Recycled Bond Paper	31
8.40 Subcontracting	31
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	32
8.42 Termination for Convenience	33
8.43 Termination for Default.....	33
8.44 Termination for Improper Consideration.....	34
8.45 Termination for Insolvency	35
8.46 Termination for Non-Adherence of County Lobbyist Ordinance	35
8.47 Termination for Non-Appropriation of Funds	35
8.48 Validity.....	36
8.49 Waiver	36
8.50 Warranty Against Contingent Fees	36
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program	36
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	36
8.53 Time Off for Voting	37
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	37
8.55 Intentionally Omitted	37
8.56 Compliance with Fair Chance Employment Hiring Practices.....	37
8.57 Compliance with the County Policy of Equity	37
8.58 Prohibition from Participation in Future Solicitation(s)	37

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.59 Injury and Illness Prevention Program	38
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding	38
9.0 INTENTIONALLY OMITTED	38
9.1 Intentionally Omitted	38
9.2 Intentionally Omitted	38
9.3 Data Destruction	38
9.4 Contractor's Charitable Activities Compliance.....	39
9.5 Intentionally Omitted	39
9.6 Intentionally Omitted	39
9.7 Intentionally Omitted	39
9.8 Intentionally Omitted	39
9.9 Intentionally Omitted	39
10.0 SURVIVAL.....	39

STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1 Contractor Acknowledgement and Confidentiality Agreement
 - F2-3 Intentionally Omitted
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Charitable Contributions Certification
- K** Intentionally Omitted

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DISTRICT ATTORNEY’S OFFICE
AND
VITAL MEDICAL SERVICES, LLC
FOR
ON-CALL BLOOD DRAW SERVICES**

This Contract (“Contract”) made and entered into on **October 1, 2025** (“Execution Date”) by and between the County of Los Angeles, through its District Attorney’s Office, hereinafter referred to as “County” and Vital Medical Services, LLC, hereinafter referred to as “Contractor” for on-call blood draw services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, which outlined in the Statement of Work, hereinafter referred to as “Services.” Vital Medical Services, LLC is located at 701 North Brand Boulevard, Suite 850, Glendale, CA 91203-1220.

RECITALS

WHEREAS, County may contract with private businesses for On-Call Blood Draw Services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing On-Call Blood Draw Services; and

WHEREAS, County, through the District Attorney’s Office with the Board of Supervisors delegated authority for executing the Contract when certain requirements are met under Government Code Section 23005 and 31000; 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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	<u>Intentionally Omitted</u>
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	<u>Intentionally Omitted</u>
Exhibit I	<u>Intentionally Omitted</u>
Exhibit J	Charitable Contributions Certification
Exhibit K	<u>Intentionally Omitted</u>

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 signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1 Board of Supervisors (Board): The Board of Supervisors of the County acting as governing body.

2.1.2 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions

for the issuance and performance of all tasks, deliverables, services, and other work.

- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager or Designated Liaison:** The person designated by Contractor to administer the Contract operations under this Contract. This person must have at least **ten (10) years** of experience in both law enforcement and medical related practices and procedures pertaining to Driving Under Influence (DUI) investigations and procedures.
- 2.1.5 Contractor's Training Manager:** The person must have significant law enforcement and healthcare management experience, coupled with Title 15 jail operations expertise and up-to-date knowledge of DUI related legislature, particularly in forensic phlebotomy. This person will attend LA County police agency briefings to promote the program and educate agencies and officers on its effective use. The role will involve leveraging their extensive background to enhance operational efficiency, ensure compliance with relevant regulations, and provide critical training and support to law enforcement personnel, ultimately improving the accuracy and reliability of DUI investigations.
- 2.1.6 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.9 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.1.10 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.11 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.12 Department:** The County of Los Angeles District Attorney's Office (LADA), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.13 Director:** Director of Department.

- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 Forensic Evidence Phlebotomist:** A phlebotomist with a minimum of **five (5) years** of working with law enforcement and involve the specialized practice of drawing blood for legal purposes, particularly in cases of DUI and other investigations requiring biological evidence. This expert includes being proficient in adhering to legal protocols, maintaining chain of custody, ensuring sample integrity, and understanding the legal implications and procedures associated with forensic evidence collection. Additionally, requires comprehensive knowledge of relevant laws, regulations, and best practices to support accurate and reliable results in forensic investigations.
- 2.1.16 Phlebotomist:** California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio analyst, or has been issued a current "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code.
- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 Subcontract:** An agreement by Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, goods, services, and other work as set forth in herein.
- 3.2** If Contractor provides any tasks, deliverables, goods, 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 have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence after execution by the County and shall expire **September 30, 2026**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total contract term of three and a half years. Each such extension option may be exercised at the sole discretion of the County or its designee as authorized or delegated by the County's Board.

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

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services, and other work specified under Exhibit A (Statement of Work and Attachments) of this Contract. Contractor will provide Services at the rates identified in Exhibit B (Pricing Schedule). The Contract Sum authorized by County hereunder shall not exceed two hundred thousand dollars (**\$200,000**) for the Term of Contract.

For each exercised extension, County shall set new contract sum authorized by the County's Board and notify Contractor in writing.

Contractor's fees shall remain firm and fixed prices for the Term of Contract and each subsequent extension.

- 5.1.2** County may increase the total contract amount by up to 10%, as approved by the County's Board. County does not warranty or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by County; nor does County warranty or represent that it will authorize Contractor to perform any work or services of any monetary amount.

5.2 Written Approval for Reimbursement

Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of 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 except with County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. Contractor must prepare invoices, which will include the charges owed to Contractor by County under the terms of this Contract.

5.5.2 Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment will be due to Contractor for that work.

5.5.3 Contractor must submit the monthly invoices to County by the 15th calendar day of the month following the month of service.

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

County of Los Angeles District Attorney's Office
Bureau of Administrative Services
Attention: Account Payables Unit
211 West Temple Street, Suite 200
Los Angeles, CA 90012-3205

5.5.5 County 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. Approval for payment will not be unreasonably withheld.

5.5.6 Preference Program Enterprises - Prompt Payment Program (if applicable)

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.6 Intentionally Omitted

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County 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 the 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 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 Contractor in writing of any changes as they occur.

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

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

6.4 County's Project Monitor

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

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1 Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge including physical description of Contractor's staff. All of Contractor's staff being present within the confines of County facilities, Law Enforcement Agency's offices, Courtrooms, Hospital facilities, or other facilities shall always display a photo identification badge on their person and visible at all time.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's 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

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures

relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, 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 make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by Contractor and by the County or its designee.
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by Contractor and by the County or its designee.
- 8.1.3** County, or its designee, may at its/his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract).

Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by Contractor and by the County or its designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1** Contractor must notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2** Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its 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 is 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, at County's sole discretion, against the claims, which 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 County's express prior 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, County will be entitled to pursue the same remedies against Contractor as it could pursue 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 County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be

provided by Contractor under this Contract will also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar 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 and maintain operating procedures for receiving, investigating, and responding to complaints.

8.5.1 Complaint Procedures

- 8.5.1.1** Within thirty (30) business days after the Contract effective date, Contractor must provide the County with Contractor's procedures for receiving, investigating, and responding to user complaints.
- 8.5.1.2** County will review Contractor's procedures and provide Contractor with approval of said procedures or with requested changes.
- 8.5.1.3** If County requests changes in Contractor's procedures, Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- 8.5.1.4** If, at any time, Contractor wishes to change Contractor's procedures, Contractor must submit proposed changes to County for approval before implementation.
- 8.5.1.5** Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** 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 must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 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 herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without

limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, 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.

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:

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4** 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 the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2** For purposes of this paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be 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 must be attached to the Contract.
- 8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor 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 the Contractor demonstrate, to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- 8.8.2.4** Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, 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 the County. Full written disclosure must 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.

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 life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

- 8.11.1** Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 Contractor will interview qualified candidates. County will refer GAIN/START participants by job category to 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 the contract. It is 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 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: 1) violated a term of a contract with County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against 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 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 the County 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 (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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

These terms will also apply to subcontractors of County contractors.

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 to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and will 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

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 County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board 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, 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 will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor must retain all such 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.

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

8.19 Fair Labor Standards

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 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 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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.

8.22 Independent Contractor Status

- 8.22.1** This Contract is by and between the County and Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. 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 will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 8.22.4** Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

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 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 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates 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 the 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 fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to:
- County of Los Angeles District Attorney's Office
Grants and Contract Section
211 West Temple Street, Suite 200
Los Angeles, California 90012-3205
Attention: OTS Grant
- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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. County and its Agents additional insured status will 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.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance 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.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide 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 County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies 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 as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies 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.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 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 County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also 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 \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination, or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of County, or their designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County, or their designee, at their 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 County, will be forwarded to Contractor by County, or their designee, in a written notice describing the reasons for said action.

8.26.2 If County, or their designee, determines that there are deficiencies in the performance of this Contract that County, or their designee, deems are correctable by Contractor over a certain time span, County, or their designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or their 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 is five hundred dollars (\$500) per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that Contractor will be liable to 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 (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate

private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

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

8.26.4 This Paragraph does not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and does not, in any manner, restrict or limit 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 the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to County.

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 will 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:

8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

8.28.2.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 Contractor must 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 will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While 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 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, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict 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 must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

Contractor must notify its employees, and will 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 must 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 Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. 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 will 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). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director or designee 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 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 Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of 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”. 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 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 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 must 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, County will not inhibit Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 Contractor must develop all publicity material in a professional manner; and

8.37.1.2 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 of County without the prior written consent of the County’s Project Director.

- 8.37.2** Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this Paragraph 8.37 (Publicity) 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 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, will be kept

and maintained by Contractor and will be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at County's option, Contractor will pay County for travel, per diem, and other costs incurred by 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 thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, 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 subparagraph will constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference must be either: a) repaid by Contractor to 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 County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference will be paid to Contractor by County by cash payment, provided that in no event will County's maximum obligation for this Contract exceed the funds appropriated by 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 requirements of this Contract may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.

8.40.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor.

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.40.5 County's consent to subcontract will not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor must forward a fully executed subcontract to County for their files.

8.40.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

8.40.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles District Attorney's Office
Grants and Contracts Section
211 West Temple Street, Suite 200
Los Angeles, California 90012-3205
Attention: OTS Grant

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) 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 ninety (90) calendar days of written notice will be grounds upon which County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) 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 County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected 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 ten (10) days after the notice is sent.
- 8.42.2** After receipt of a notice of termination and except as otherwise directed by County, Contractor must:
 - 8.42.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1** County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1** Contractor has materially breached this Contract; or
 - 8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3** Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.43.2** In the event that County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor will continue the

performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3** Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4** If, after County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by County that Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to Contractor's performance pursuant to the Contract. In the event of such termination, 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 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** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1** County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

- 8.45.2** The rights and remedies of County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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 the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with 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, County will not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the County's 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. County will notify 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 waiver by 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles 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 (10) 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 [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. 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 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 the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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 contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the

solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 INTENTIONALLY OMITTED

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Data Destruction

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

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

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

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST)

Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

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 Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Laws
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 8.36	Public Records Act
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
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Data Destruction
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 District Attorney or designee, on the day, month, and year first above written. The person(s) signing on behalf of Contractor warrants under penalty of perjury that (s)he is authorized to bind Contractor. Contractor and County acknowledge that this Contract will not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

CONTRACTOR

VITAL MEDICAL SERVICES, LLC

By

ARMEN VARTANIAN, President

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

By

NATHAN J. HOCHMAN, District Attorney

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Principal Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK AND ATTACHMENTS
- B PRICING SCHEDULE
- C INTENTIONALLY OMITTED
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
 - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
 - F2 INTENTIONALLY OMITTED
 - F3 INTENTIONALLY OMITTED
- G SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

- H INTENTIONALLY OMITTED
- I INTENTIONALLY OMITTED
- J CHARITABLE CONTRIBUTIONS CERTIFICATION
- K INTENTIONALLY OMITTED



**LOS ANGELES COUNTY
DISTRICT ATTORNEY'S OFFICE**

EXHIBIT A

**STATEMENT OF WORK
AND
ATTACHMENTS**

FOR

ON-CALL BLOOD DRAW SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
1.0 SCOPE OF WORK	1
2.0 INTENTIONALLY OMITTED	1
3.0 QUALITY CONTROL	1
4.0 QUALITY ASSURANCE PLAN	1
4.1 Monthly Meetings	1
4.2 Contract Discrepancy Report	1
4.3 County Observations	2
5.0 DEFINITIONS	2
6.0 RESPONSIBILITIES	2
County	2
6.1 Personnel	2
6.2 Furnished Items	3
Contractor	3
6.3 Contractor's Project Manager	3
6.4 Personnel	3
6.5 Uniforms/Identification Badges	3
6.6 Materials and Equipment	4
6.7 Training	4
6.8 Contractor's Office	4
7.0 HOURS/DAY OF WORK	4
8.0 WORK SCHEDULES	4
9.0 INTENTIONALLY OMITTED	4
10.0 WORK REQUIREMENTS	4
11.0 GREEN INITIATIVES	9
12.0 PERFORMANCE REQUIREMENTS SUMMARY	9
 SOW ATTACHMENTS	
1 Contract Discrepancy Report (CDR)	
2 Performance Requirements Summary (PRS)	

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Scope of Work establishes the work, tasks, deliverable and other components for County's On-Call Blood Draw Services with Contractor. Contractor's services are needed for police officers investigating Driving Under the Influence (DUI) cases when an arrested DUI suspect has consented to provide a blood sample, or a Search Warrant has been issued (or is being drafted for review) by a judge of Los Angeles County. The blood draw services are required 24 hours a day, seven (7) days a week, and 365 days a year on an as-needed basis. The service providers who draw the blood must be a Forensic Evidence Phlebotomist and must either be a California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio-analyst, or has been issued a current "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code.

2.0 INTENTIONALLY OMITTED

3.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted to the County's Project Manager for review. The QCP must include, but may not be limited to, the following:

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

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

4.1 Monthly Meetings

Contractor is required to provide a monthly report of the previous months work orders, any issues that have arisen, and a financial update.

4.2 Contract Discrepancy Report

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

The County's Project Manager will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document,

Contractor is required to respond in writing to the County's Project Manager within three (3) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Manager within 30 business days.

4.3 County Observations

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

5.0 DEFINITIONS

- 5.1 Forensic Evidence Phlebotomist:** A phlebotomist with a minimum of five (5) years of working with law enforcement and involve the specialized practice of drawing blood for legal purposes, particularly in cases of DUI and other investigations requiring biological evidence. This expert includes being proficient in adhering to legal protocols, maintaining chain of custody, ensuring sample integrity, and understanding the legal implications and procedures associated with forensic evidence collection. Additionally, requires comprehensive knowledge of relevant laws, regulations, and best practices to support accurate and reliable results in forensic investigations.
- 5.2 Phlebotomist:** California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio analyst, or has been issued a current "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code.

6.0 RESPONSIBILITIES

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

County

6.1 Personnel

County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). County through the County of Los Angeles District Attorney's Office (LADA) shall:

- 6.1.1** Designate the Deputy District Attorney-In-Charge of the LADA's DUI Training and Prosecution Section (DTAPS) as the Project Manager.
- 6.1.2** Monitor Contractor's performance in the daily operation of this Contract.
- 6.1.3** Provide direction to Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.4** Prepare Amendments in accordance with Contract, Paragraph 8.1 (Amendments).
- 6.1.5** Project Manager will ensure that Contract requirements are being met.

- 6.1.6** Project Manager will ensure Law Enforcement Agencies (LEAs) are trained and kept apprised of the conditions necessary to use Contractor's services.
- 6.1.7** Project Manager will ensure Law Enforcement Agency (LEA) is advised on materials they must provide to Contractor's employee for blood draw services.

6.2 Furnished Items

None

Contractor

6.3 Contractor's Project Manager

- 6.3.1** Contractor must provide a full-time Contractor's Project Manager or Designated Liaison. County must have access to the Contractor's Project Manager during all hours, 365 days per year. Contractor must provide a telephone number where the Project Manager may be reached on a 24-hour per day basis.
- 6.3.2** Contractor's Project Manager or Designated Liaison must act as a central point of contact with the County.
- 6.3.3** Contractor's Project Manager or Designated Liaison must have at least ten (10) years of experience in both law enforcement and medical related practices and procedures pertaining to DUI investigations and procedures.
- 6.3.4** Contractor's Project Manager or Designated Liaison must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager or Designated Liaison must be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1** Contractor will assign a sufficient number of staff to perform the required work. At least one (1) staff on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2** Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

6.5 Uniforms/Identification Badges

- 6.5.1** Contractor staff reporting to the site or County facilities must wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or their designee, will be provided by and at Contractor's expense.
- 6.5.2** Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.

6.6 Materials and Equipment

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

6.7 Training

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

6.8 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within 15 minutes of receipt of the call.

7.0 HOURS/DAY OF WORK

Contractor shall provide as-needed on-call blood draw services 24 hours a day, seven (7) days a week, 365 days a year.

8.0 WORK SCHEDULES

- 8.1** Contractor must submit a monthly work log for the preceding month's work schedule. The monthly work log must identify which of its employees were on-call each day, the length of time they were on-call, dates, what area they were assigned, how many calls they responded to (if any), and the law enforcement agency(ies) they responded to. The log must also include employee identifying information including the on-call employee's name, title (if applicable), and professional license number. These work logs must be emailed to the County Project Manager by the last day of the following report month.

9.0 INTENTIONALLY OMITTED

10.0 WORK REQUIREMENTS

- 10.1** The persons who draw the blood must either be a California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio-analyst, or has been issued a current "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code. Be a Forensic Evidence

Phlebotomist which requires a minimum of five (5) years of working with law enforcement and involve the specialized practice of drawing blood for legal purposes, particularly in cases of DUI and other investigations requiring biological evidence. This expert includes being proficient in adhering to legal protocols, maintaining chain of custody, ensuring sample integrity, and understanding the legal implications and procedures associated with forensic evidence collection. Additionally, it requires comprehensive knowledge of relevant laws, regulations, and best practices to support accurate and reliable results in forensic investigations.

- 10.2** The person who draws blood must also be available for court should there be a need for testimony about the blood draw conducted.
- 10.3** Contractor shall send a Forensic Evidence Phlebotomist if requested by a LEA.
- 10.4** Contractor shall determine if the delay falls into one (1) of the following four (4) categories:
 - 10.4.1** The DUI-Alcohol investigation is being conducted at a location where transportation of the DUI-Alcohol Suspect to a hospital or medical facility would prevent a sample from reasonably being obtained within three (3) hours from the time of the DUI-Alcohol Suspect's driving; or
 - 10.4.2** The DUI-Drugs or DUI-Combination (Alcohol and Drugs) investigation is being conducted at a location where transportation of the DUI-Drugs or DUI-Combination Suspect to a hospital or medical facility would prevent a sample from reasonably being obtained within two (2) hours from the time of the DUI-Drugs or DUI-Combination Suspect's driving; or
 - 10.4.3** The DUI-Alcohol, DUI-Drugs, or DUI-Combination Suspect has been transported to a hospital or medical facility where medical personnel have refused to draw the DUI-Alcohol, DUI-Drugs, or DUI-Combination Suspect's blood; or
 - 10.4.4** If there is another type of delay in obtaining a blood draw from the DUI Suspect such that a sample cannot reasonably be obtained within three (3) hours (for a DUI-Alcohol Suspect) or two (2) hours for a DUI-Drugs or DUI-Combination Suspect from the time of the DUI suspect's driving, the Contractor shall contact the DUI Training and Prosecution Section (DTAPS) of the LADA to discuss and review the circumstances of the delay before an on-call phlebotomist responds to the LEA request.
- 10.5** At the time of the initial contact with the LEA, the Contractor shall collect and document the following information:
 - 10.5.1** The full name and employee ID number of the LEA officer contacting the Contractor;
 - 10.5.2** The LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drugs, or Combination); and
 - 10.5.3** Whether the incident involves death or great bodily injury, or if the case involves a delay, the Contractor shall notate if a hospital or medical

facility has refused to draw the DUI Suspect's blood, the name of the hospital or medical facility.

10.6 GENERAL REQUIREMENTS:

- 10.6.1** Contractor must respond to notification (by telephone) within 15 minutes of LEA's call and provide approximate arrival time of the Contractor employee performing the blood draw to the location within Los Angeles County where the DUI suspect is located.
- 10.6.2** Contractor must respond within 60 minutes from LEA call requesting service. (no later than 60 minutes from LEA call);
- 10.6.3** Contractor must send the County's Project Manager, via email by the 5th of the month, invoices and monthly reports of the previous months work orders, including the full name and employee ID number of the LEA officer contacting the Contractor; and the LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drugs, or Combination); and the basis of the delay, and if a hospital or medical facility has refused to draw the DUI Suspect's blood, the name of the hospital or medical facility;
- 10.6.4** Contractor must provide a full-time employee to act as a Designated Liaison. County's Project Manager must have access to this Designated Liaison during all hours, 365 days per year. Contractor must provide a telephone number where the Designated Liaison may be reached on a 24-hour per day basis;
- 10.6.5** Contractor must provide training programs for all Forensic Evidence Phlebotomists, including, but not limited to, training in the safe handling of equipment and maintaining proper evidentiary chain of custody standards. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards;
- 10.6.6** Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday. When the office is closed, an answering service must be provided to receive calls. The office will have a mailing address to serve as a location to receive bills, correspondence, subpoenas for Contractor employees, and a central location for 24 hours a day, 365 days a year, on-call phone service;
- 10.6.7** Contractor must answer calls received by the answering service within 15 minutes of receipt of the call;
- 10.6.8** Contractor shall immediately notify the County's Project Manager, or Deputy District Attorney assigned to prosecute the specific case, of any subpoenas received from the defense for either the personal appearance of the Contractor employee or the Contractor records pertaining to a blood draw performed by the Contractor regarding this on-call blood draw service;

- 10.6.9** Contractor shall adhere to all County policies, procedures, and regulations;
- 10.6.10** Selected contractor will provide in-service training as needed at all Los Angeles County Law Enforcement agency facilities where the on-call phlebotomy program will be used. This training includes, but is not limited to, what criteria is needed to utilize the blood-draw services, how to contact and deploy the blood-draw services, what law enforcement can expect from the blood-draw service and service provider and what will be expected of law enforcement, and what additional services will be provided before, during and after the blood-draw;
- 10.6.11** Contractor will obtain and tailor their own policy to the LEA policies and procedures pertaining to forensic evidence collection and forced blood draws and educate staff responding to the police agencies of their specific policies and procedures;
- 10.6.12** Contractor agrees that should it perform work outside the scope of this Contract without amendments thereto, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the County for such work; and

10.7 SPECIFIC REQUIREMENTS:

The Contractor shall perform on-call blood draw services [Services] as outlined herein. In addition, the Contractor shall:

- 10.7.1** Draw the DUI suspect's blood in a medically-approved manner at the location of the suspect in a DUI investigation;
- 10.7.2** Collect the sex, age, height, weight, and vital statistics (including, but not limited to, heart rate, blood pressure, and other vital statistics) from each DUI Suspect;
- 10.7.3** Prepare, correct, and sign and date a blood draw report for each blood draw conducted;
- 10.7.4** Be available to review the clinical and medical history, as well as any law enforcement reports pertaining to the DUI suspect, as needed in order to appropriately evaluate the DUI Suspect and collect the DUI suspect's blood draw sample;
- 10.7.5** Consult with medical staff, law enforcement agencies, the Deputy District Attorney, and/or other officials as needed;
- 10.7.6** Provide LADA with competency assessment verification training documents on all staff that will be providing the services under this agreement;
- 10.7.7** In any case where the Contractor provided on-call blood draw services, Contractor must be available to meet and discuss the procedures utilized and manner of the blood draw from the DUI suspect with the assigned Deputy District Attorney, Law Enforcement Agency Officer, or other designated representative;

- 10.7.8** Contractor shall provide courtroom testimony of the work performed in any given case, as needed, as to the procedures utilized and manner of the blood drawn from the DUI suspect;
- 10.7.9** Contractor shall conduct all interaction with LEA and arrestee in a professional manner at all times; and
- 10.7.10** Contractor shall work in consultation with representatives of law enforcement, LADA staff and other specialists and officials as required by the LADA to ensure any necessary operational changes due to new statutory rules and changes in the law or case law.

10.8 SECURITY AND CONFIDENTIALITY REQUIREMENTS:

- 10.8.1** Contractor must provide security identification badges including photographs and physical description of designated Contractor employee(s) providing Services.
- 10.8.2** Contractor's employee(s) providing Services must display Contractor-provided identification per Section 10.3.1 at all times while within the confines of an LEA office, LADA, courtroom, or other facility.
- 10.8.3** Contractor must also ensure the following additional security and performance requirements for employee(s) providing Services:
 - 10.8.3.1** Employee(s) shall wear appropriate clothes when in an LEA office, LADA, courtroom, hospital, or medical facility;
 - 10.8.3.2** Employee(s) shall not bring visitors into an LEA office, LADA, courtroom, or other facility unless previously approved by the LADA;
 - 10.8.3.3** Employee(s) shall not bring in any form of weapons or contraband;
 - 10.8.3.4** Employee(s) shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs;
 - 10.8.3.5** Employee(s) shall conduct himself or herself in a professional manner at all times;
 - 10.8.3.6** Employee(s) shall be subject to all rules and regulations of the facility and shall not cause any disturbance;
 - 10.8.3.7** Employee(s) shall report to the County's Project Monitor any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after said occurrence; and
 - 10.8.3.8** Employee(s) shall enter and leave through only specified locations in an LEA office, LADA, courtroom, or other facility to maintain a high level of security.

10.9 DISTRICT ATTORNEY'S OFFICE RULES, REGULATION AND PROCEDURES

When at the facilities of the LADA, LEA office, medical facility, or courtroom, Contractor's employee(s) providing Services shall be subject to that agency's or office's rules. It is the responsibility of Contractor and its employee(s) providing Services to be familiar with such rules, regulations, and procedures. Contractor may not employ sub-agents to perform work under this Contract.

Contractor and Contractor employee(s) providing Services shall comply with consultant obligations as set forth in the Durable Medical Equipment (DME) Manual as referenced on www.ca.gov or <https://mcweb.apps.pr.d.cammis.medical.ca.gov/publications/manual?community=durable-medical-equipment-and-medical-supplies>, including but not limited to:

- 10.9.1** Contractor and Contractor's employee(s) providing Services shall not accept private consultation work on any Los Angeles County Superior Court case or testify as an expert for the defense in any civil or administrative proceeding where there is a criminal investigation or pending criminal case or the County of Los Angeles is a party;
- 10.9.2** Contractor and Contractor's employee(s) providing Services shall not disclose information regarding any County criminal case, whether assigned or not, except as required by law. Contractor acknowledges that no order requiring discovery on a criminal case can be made except pursuant to Penal Code section 1054.5(a), and that any request for discovery which Contractor and/or Contractor's employee(s) providing Services receives on a criminal case should be forwarded to the Deputy District Attorney handling the case;
- 10.9.3** Contractor and Contractor's employee(s) providing Services shall recuse himself or herself on cases where there is even an appearance of a conflict of interest; and
- 10.9.4** Contractor and/or Contractor's employee(s) providing Services shall not conduct research or publish on County Criminal cases without the prior written approval of the LADA.

11.0 GREEN INITIATIVES

- 11.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the

Contract and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

Contractor shall submit a written monthly workload report for all work done during the previous month by the 15th day of the following month.

This report shall be organized sequentially by date and include the Law Enforcement Agency's Case and/or Report Number, beginning with the lowest Case Number and proceeding to the highest, and shall include but not limited to the following:

- 12.1** Date of Blood Draw;
- 12.2** The full name and employee ID number of the LEA officer contacting Contractor;
- 12.3** Any Law Enforcement Officer(s) and their Identification Number(s), who were present during the blood draw;
- 12.4** The LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drugs, or Combination); and
- 12.5** The basis of the delay, and if a hospital or medical facility has refused to draw the DUI Suspect's blood, the name of the hospital or medical facility.


CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY: MM/DD/YY 05:00 PM.

Date: 08/12/25		Contractor Response Received: MM/DD/YY	
Contractor: VITAL MEDICAL SERVICES, LLC		County's Project Manager: GARRETT DAMERON	
Contact Person: ARMEN VARTANIAN	Contract No. ENTER HERE	County's Project Manager Signature:	
Email: ARMEN@VITALMEDICALSERVICES.COM	Telephone: (310) 324-1700	Email: GDAMERON@DALACOUNTY.GOV	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to County Project Manager, Garrett Dameron by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	MM/DD/YY	MM/DD/YY	MM/DD/YY
2	Click or tap here to enter text.	Click or tap here to enter text.	MM/DD/YY	MM/DD/YY	MM/DD/YY
3	Click or tap here to enter text.	Click or tap here to enter text.	MM/DD/YY	MM/DD/YY	MM/DD/YY

 Contractor's Representative Signature	08/12/25 Date Signed
---	---------------------------------------

Additional Comments: Click or tap here to enter text.

*Use additional sheets if necessary

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 6.5 – Uniforms/Identification Badges	Contractor to provide uniforms and ID badges.	Inspection & Observation	\$ <u>100</u> per occurrence
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation	\$ <u>100</u> per occurrence
Contract: Paragraph 8.2 - Assignment and Delegation/Mergers or Acquisitions	Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so.	Inspection & Observation	\$ <u>500</u> per occurrence; possible termination for default of contract.
Contract: Sub-paragraph 8.24.5 – Failure to Maintain Insurance	Contractor to maintain or to provide acceptable evidence that it maintains the Required Insurance.	Receipt of document	\$ <u>500</u> per occurrence; possible termination for default of contract.
Contract: Paragraph 8.34 - Notices	Contractor to submit notices of changes in office information to County.	Receipt of document	\$ <u>100</u> per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$ <u>100</u> per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$ <u>500</u> per occurrence; possible termination for default of contract.
SOW: Paragraph 3.0 – Quality Control	Contractor must establish and utilize comprehensive Quality Control Plan to ensure County receives consistently high level of service.	Inspection & Observation	\$ <u>100</u> per occurrence
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance	\$ <u>50</u> per occurrence

EXHIBIT B

PRICING SCHEDULE


This Pricing Schedule contains Contractor's flat rate for providing as-needed on-call blood draw services in accordance with the attached Statement of Work. Contractor, in calculating the Pricing Schedule, has taken into consideration the possible escalation of wages, material and all other costs associated with the services. Contractor's flat rate is firm and fixed for the initial term of the Contract and the optional extension terms.

Contractor's classification and flat rate, in accordance with all the requirements in Exhibit A – Statement of Work, is:

Classification	Flat Rate Per Draw
A phlebotomist with a minimum of five (5) years of working with law enforcement and involve the specialized practice of drawing blood for legal purposes, particularly in cases of Driving Under Influence and other investigations requiring biological evidence. This expert includes being proficient in adhering to legal protocols, maintaining chain of custody, ensuring sample integrity, and understanding the legal implications and procedures associated with forensic evidence collection. Additionally, requires comprehensive knowledge of relevant laws, regulations, and best practices to support accurate and reliable results in forensic investigations. -OR- A California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio analyst, or has been issued a current "certified phlebotomy technician" certificate pursuant to Section 1246 of the Business and Professions Code.	Flat rates shall be fully burdened and include, but not be limited to, all labor and administrative costs, travel, overhead, benefits, and profit.
On-call Phlebotomist	\$ <u>100.00</u> per draw

Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

This Pricing Schedule is a firm offer and may not be withdrawn for a period of two hundred seventy (270) days following the proposal acceptance deadline.

CONTRACTOR'S NAME Vital Medical Services, LLC	
CONTRACTOR'S OFFICIAL NAME AND TITLE (PRINT) Armen Vartanian, President	
CONTRACTOR'S SIGNATURE 	DATE 08/13/2025

CONTRACTOR'S PROPOSED SCHEDULE

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATIONCONTRACT NO. [RFP-DA-S001](#)**COUNTY'S PROJECT DIRECTOR:**

Name: [GARRETT DAMERON](#)
Title: [DEPUTY IN CHARGE](#)
Address: [320 WEST TEMPLE STREET, SUITE 1180](#)
[LOS ANGELES, CA 90012-3289](#)
Telephone: [\(213\) 974-2187](#)
E-mail Address: [GDAMERON@DA.LACOUNTY.GOV](#)

COUNTY'S CONTRACT ANALYST:

Name: [ANI AYVAZYAN](#)
Address: [211 WEST TEMPLE STREET, SUITE 200](#)
[LOS ANGELES, CA 90012-3205](#)
Telephone: [\(213\) 257-2746](#)
E-mail Address: [AAYVAZYAN@DA.LACOUNTY.GOV](#)

COUNTY'S PROJECT MANAGER:

Name: [GARRETT DAMERON](#)
Title: [DEPUTY IN CHARGE](#)
Address: [320 WEST TEMPLE STREET, SUITE 1180](#)
[LOS ANGELES, CA 90012-3289](#)
Telephone: [\(213\) 974-2187](#)
E-mail Address: [GDAMERON@DA.LACOUNTY.GOV](#)

COUNTY'S PROJECT MONITOR:

Name: [GARRETT DAMERON](#)
Title: [DEPUTY IN CHARGE](#)
Address: [320 WEST TEMPLE STREET, SUITE 1180](#)
[LOS ANGELES, CA 90012-3289](#)
Telephone: [\(213\) 974-2187](#)
E-mail Address: [GDAMERON@DA.LACOUNTY.GOV](#)

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: VITAL MEDICAL SERVICES, LLC
CONTRACT NO. RFP-DA-S001

CONTRACTOR'S PROJECT MANAGER:

Name: Armen Vartanian
Title: President
Address: 701 N. Brand Blvd., St. 850
Glendale, CA 91203
Telephone: (310) 324-1700
E-mail Address: armen@vitalmedicalservices.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: Annie Vartanian
Title: Director of Operations
Address: 701 N. Brand Blvd., St. 850
Glendale, CA 91203
Telephone: (818) 905-1700
E-mail Address: annie@vitalmedicalservices.com

Name: _____
Title: Click or tap here to enter text.
Address: Click or tap here to enter text.
Click or tap here to enter text.
Telephone: Click or tap here to enter text.
E-mail Address: Click or tap here to enter text.

NOTICES TO CONTRACTOR:

Name: Armen Vartanian
Title: President
Address: 701 N. Brand Blvd., St. 850
Glendale, CA 91203
Telephone: (310) 324-1700
E-mail Address: armen@vitalmedicalservices.com

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: VITAL MEDICAL SERVICES, LLC Contract No RFP-DA-S001

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:

DATE: 08/12/2025PRINTED NAME: Armen VartanianPOSITION: President

***CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT***

INTENTIONALLY OMITTED

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

INTENTIONALLY OMITTED

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.**



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.

ASSIGNMENT AND TRANSFER OF COPYRIGHT

INTENTIONALLY OMITTED

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

INTENTIONALLY OMITTED

CHARITABLE CONTRIBUTIONS CERTIFICATION

VITAL MEDICAL SERVICES, LLC

Company Name

701 N. Brand Blvd., Ste. 850, Glendale, CA 91203

Address

46-1055770

Internal Revenue Service Employer Identification Number

[Click or tap here to enter text.](#)

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature:



Date: 08/12/2025

Printed Name: Armen Vartanian

Title: President

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

INTENTIONALLY OMITTED


lacounty.gov
[Home \(/LACoBids/\)](#)

[+ Solicitation Information](#)

Solicitation Number:	RFP-DA-S001		
Title:	On-call Blood Draw Services		
Department:	Office of District Attorney		
Bid Type:	Service	Bid Amount:	\$200,000.00
Commodity:	LABORATORY & FIELD TESTING SERVICES (NOT OTHERWISE CLASSIFIE		
Description:	Contractor's services are needed for police officers investigating Driving Under the Influence (DUI) cases when an arrested DUI s... More		
Open Day:	12/20/2024	Closed Date:	1/24/2025 5:00:00 PM
Contact Name:	Ani Ayvazyan	Contact Phone:	(213) 274-2746
Contact Email:	AAyvazyan@da.lacounty.gov		
Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.		
Solicitation Award (0) :	+ Click here to view award list.		

Amendment
(3):

Click here to view the amendment list.

Amendment Date	Amendment Description	File Attachment	
01-16-2025	Addendum No. 3 is posted to provide responses to questions vendors have submitted. In addition, as such, this addendum No. 3 also revises the following: Section 4.8.2 of the RFP; Sections 8.1, 8.2, and 10.0 of the SOW; and Exhibit 6 of Appendix B.	RFP-DA-S001_Addendum_No3_2025-01-16_FINAL.pdf	Download
01-10-2025	Addendum No. 2 is posted to extend due dates (RFP - 1.0) due to Board of Supervisor's approval of January 9, 2025 as national day of mourning, in recognition of former president, James Earl and as a result of the southern California wildfires impacting several regions throughout the Los Angeles County. In addition, this Addendum No. 2 revises Paragraph 8.5, under Section 8.5.4.1 (10) of the RFP and Paragraph 10.6, under Section 10.6.10 of the SOW.	RFP-DA-S001_AddendumNo2_2025-01-10.pdf	Download
01-06-2025	Addendum Number One is posted to reduce the Minimum Mandatory Requirements and add a second Optional Virtual Proposer's Conference meeting on 1/13/25.	RFP-DA-S001_AddendumNo1_2025-01-06.pdf	Download

Last
Changed
On:

1/16/2025 3:53:26 PM

Attachment
File (6) :

Click here to download attachment files.

File Name	Description	Type	Size	Last Update On	
00_RFP-DA-S001_On-callBloodDrawServicesCompletePacket.pdf	Request for Proposals for On-call Blood Draw Services (Complete Packet)	.pdf	4857821	12-20-2024	Download
01_RFP-Appendix-B_RequiredFormsExhibit1-4and6-12.docx	RFP Appendix B - Required Forms Exhibit 1-4 and 6-12	.docx	131024	12-20-2024	Download
02_RFP-Appendix-B_RequiredFormsExhibit5.xlsx	RFP Appendix B - Required Forms Exhibit 5	.xlsx	29719	12-20-2024	Download
03_RFP-Appendix-C-D.docx	RFP Appendix C and D	.docx	48625	12-20-2024	Download
04_RFP-Exhibit-A_StatementOfWorkAttachment1and2.docx	RFP Exhibit A - Statement of Work Attachment 1 and 2	.docx	50396	12-20-2024	Download



GRANT AGREEMENT

DI26034

1. GRANT TITLE DUI and Vehicular Homicide Training, Education, and Prosecution Program			
2. NAME OF AGENCY Los Angeles County		3. Grant Period From: 10/01/2025 To: 09/30/2026	
4. AGENCY UNIT TO ADMINISTER GRANT Los Angeles County District Attorney's Office			
5. GRANT DESCRIPTION The County District Attorney's Office (or City Attorney's Office) will assign a specialized team to prosecute alcohol and drug impaired driving cases. The DUI prosecution team will handle cases throughout each step of the criminal process. Prosecution team members will work to increase the capabilities of the team and the office by obtaining and delivering specialized training. Team members will share information with peers and law enforcement personnel throughout the county and across the state. The office will accomplish these objectives as a means to prevent impaired driving and reduce alcohol and drug-involved traffic fatalities and injuries.			
6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$2,200,000.00 Allocation is contingent upon availability of federal funds.			
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A – Problem Statement, Goals and Objectives and Method of Procedure Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* – OTS Grant Program Manual Exhibit C – Grant Electronic Management System (GEMS) Access <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>			
8. Approval Signatures			
A. GRANT DIRECTOR NAME: Garrett Dameron TITLE: Deputy-In-Charge EMAIL: gdameron@da.lacounty.gov PHONE: (213) 974-2187 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>		B. AUTHORIZING OFFICIAL NAME: Nathan J. Hochman TITLE: District Attorney EMAIL: nhochman@da.lacounty.gov PHONE: (213) 974-3500 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>	
C. FISCAL OFFICIAL NAME: Lidia Youssef TITLE: Chief, Budget and Fiscal Services Division EMAIL: lyoussef@da.lacounty.gov PHONE: (213) 257-2821 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>		D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Stephanie Dougherty TITLE: Director EMAIL: stephanie.dougherty@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive Suite 300 Sacramento, CA 95758 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>(Signature)</div> <div>(Date)</div> </div>	

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	9. SAM INFORMATION SAM #: HQKJLGBSMBL5 REGISTERED ADDRESS: 211 West Temple Street, 12th Floor CITY: Los Angeles ZIP+4: 90012-3205
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$2,200,000.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$2,200,000.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		\$ 0.00
				TOTAL AMOUNT ENCUMBERED TO DATE		\$2,200,000.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The Los Angeles County District Attorney's Office (LADA) is responsible for prosecuting all felonies in Los Angeles County (LA County) and misdemeanors for 78 of 88 cities within its jurisdiction (4,083 square miles). When fully staffed, there are approximately 1,000 Deputy District Attorney's (DDAs) employed by LADA. LA County has the largest population of any county in the nation, and, according to internal statistics, contains approximately 10.4 million residents living therein. Within that territory, there are, and LADA works with, over 100 law enforcement agencies. The Los Angeles Police Department (LAPD) and Los Angeles Sheriff's Department (LASD), alone, have 8,832 and 9,915 sworn personnel, respectively. Those two agencies, in addition to the other 100 plus law enforcement agencies countywide, demonstrates that there are tens of thousands of sworn law enforcement working within LA County. Thanks to the generosity of the yearly grant provided by the Office of Traffic Safety (OTS), the LADA's DUI Training and Prosecution Section (DTAPS) has been one of the preeminent resources for those seeking assistance and counsel, from prosecutors and law enforcement alike, on all matters involving Driving Under the Influence (DUI) and traffic fatality cases, which directly affects millions of residents and thousands of officers.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

Driving Under the Influence of Alcohol (DUI-Alcohol), Driving Under the Influence of Drugs (DUID), and Driving Under the Influence of alcohol and drugs Combined (DUI-Combo), represent a rising and continuing threat in LA County. Given the passage of Proposition 64, and the trend of increased DUID and DUI-Combo collisions and fatalities in states, such as California, where drugs, including marijuana, have been legalized, the LA County law enforcement community expects the danger to continue to increase.

The public safety threat of DUIs is substantiated by yearly statistics tracked and maintained by LADA. In 2024, the most shocking numbers were the rise in felony DUIs. In fact, the number of felony DUIs rose to their highest levels since 2015, the first year LADA began tracking these numbers. In 2024, 1,020 felony DUIs (California Vehicle Code (VC) 23153(a)) were presented for filing, up from 921 in 2023 and 729 in 2015. That marks an increase of 11% and 40%, respectively. In addition, 738 VC 23153(a) cases were filed in 2024, an increase from 687 filed in 2023 (increase of 8%) and 625 filed in 2015 (increase of 18%). In 2024, 769 VC 23153(b) (felony DUI with a blood alcohol content (BAC) of .08% or higher) cases were presented for filing, up from 694 in 2023 and 519 in 2015. That marks an increase of 11% and 48%, respectively. In addition, 619 VC 23153(b) cases were filed in 2024, an increase from 594 in 2023 (an increase of 5%) and 502 in 2015 (an increase of 23%). Keep in mind, a DUI case does not rise to the level of a felony unless there is serious bodily injury or death suffered by the victim or victims, and/or the suspect has three prior misdemeanor DUIs or a prior felony DUI.

In addition to the rise in felony DUIs, there was a one-year rise (from 2023 to 2024) in all DUID, DUI-Combo, and Vehicular Homicides While Intoxicated (California Penal Code (PC) 191.5(a)) cases. Misdemeanor DUID filings rose from 365 to 481 and felony DUID filings rose from 28 to 45. Misdemeanor DUID cases presented for filing rose from 670 to 806 and felony DUID cases presented for filing rose from 55 to 69. Misdemeanor DUI-Combo filings rose from 125 to 177 and felony DUI-Combos rose from 21 to 24. Misdemeanor DUI-Combo cases presented for filing rose from 177 to 246 and felony DUI-Combos rose from 29 to 46.

Tragically, between 2023 and 2024, there was also rise in the filing, and cases presented for filing, of vehicular homicides committed by intoxicated drivers (separate and apart from vehicular murders, which LADA also prosecutes in large numbers). In 2020, LADA updated its case tracking capabilities and began to better account for the rising number of DUI-related homicides being prosecuted within LADA. The LA County numbers detailed above are a shocking indicator of how these cases present a very serious public safety issue within the county.

The troubling rise in the number of intoxicated drivers in LA County is reflected in national research conducted on the number of DUIs per 1,000 drivers. According to a study that analyzed the 50 largest U.S. cities, Los Angeles and Long Beach, both within LA County, are in the top 10 for the highest DUI rates in the country (Conybeare, Will. Data: 8 California Cities Among Top 10 in America for Highest DUI Rates. KTLA. August 27, 2024). Los Angeles is number 3 in the country, and Long Beach is number 8. In addition to the staggering number of DUIs, in 2024, Los Angeles experienced its deadliest year on the roads in a decade. (Regardie, Jon. Another Awful Year on Los Angeles Streets, with 337 Traffic Deaths. Crosstown. January 19, 2025) Fatalities rose 7% from 2022, marking the third consecutive year traffic fatalities have increased.

There is no doubt the increase in the number of DUI and vehicular homicide cases can be contributed to a variety of factors, which includes, but is not limited to, law enforcement that are better trained and prepared to deal with these investigations, and prosecutors that are better educated and equipped to file and handle these cases. To that end, the increase in the level of professionalism among the criminal justice community can be partly attributed to the ongoing hard work of the DTAPS team who train and educate these partners. While DTAPS will continue to better prepare both officers and lawyers handling these cases, greater generosity from OTS, namely, increased funding for additional staffing, would allow DTAPS to increase its ability to train and educate a larger number of law enforcement and lawyers. In addition, this added funding would give DTAPS an opportunity to expand its community outreach in order to better educate and connect with citizens and youth countywide. Considering the size and population of LA County, and the consistently increasing numbers of DUIs and vehicular homicides perpetrated within the county, providing DTAPS additional resources would only serve to enhance education, preparation, and, most importantly, prevention, in hopes of curbing these terrible tragedies and growing dangers.

Define the target population the grant intends to serve and how they are affected by the problem(s).

Based on a Fiscal Year (FY) 2017 grant from OTS, LADA created DTAPS in attempt to address and combat the ongoing and increasing DUI and DUID problems within LA County. One of the main goals of DTAPS has been to prioritize and continue to expand a vertical prosecution program to facilitate the specialized prosecution of the most high-profile, and serious DUID and DUI-Combo cases (nearly all being DUI-related murders). In doing so, the DTAPS lawyers provide their vast amounts of experience and expertise to ensure these tragic cases are vigorously prosecuted and that justice can be thoroughly pursued for the victims and their families. Unfortunately, the DDAs in DTAPS are limited in the number of cases they can vertically prosecute because of the overwhelming amount of time necessary in prosecuting such cases and the attention and resources needed to devote to the remaining objectives and goals of DTAPS. The DUI vehicular homicide cases vertically prosecuted by DTAPS encompass only a small percentage of the cases that are prosecuted by LADA.

VICTIMS

One of the targets served by this grant are the victims' families devastated by the impact of losing loved ones in DUI-related vehicular homicides. As explained above, although DTAPS is only able to vertically prosecute a small number of cases, when DTAPS does handle a case, the lawyers are able to develop and cultivate relationships with the families of the victims. The DTAPS lawyers are especially aware of the impact of these tragedies, and, because of their expertise in handling these cases, they are best equipped to take care of these families and ensure they receive the services and resources they are entitled to. Increased funding from OTS allowing for additional lawyers would give DTAPS the ability to vertically prosecute a larger number of these cases, and, as a result, ensure a greater number of these families are given increased, specialized attention.

In addition to assisting victims and their families, the OTS grant allows DTAPS to serve the incredibly large and diverse number of law enforcement personnel and prosecutors, county and statewide. The grant gives the lawyers in DTAPS the opportunity to develop and maintain an expertise in a highly technical and complex area of law. These lawyers, in-turn, use their specialized knowledge to educate and train law enforcement and prosecutors county and statewide.

ROLLOUT ASSISTANCE

In January 2017, DTAPS established a rollout program for DUID and DUI-Combo fatality cases. DUID and DUI-Combo cases involving a homicide or grave injury are screened by, and when deemed appropriate, vertically prosecuted by DTAPS DDAs. DTAPS always has been, and will continue to be, available to rollout, provide consultation, and to support DDAs and members of law enforcement handling any DUI related homicide case, whether vertically prosecuted by DTAPS or not. When DTAPS is on-scene at a vehicular homicide investigation, it allows for personal interaction and the ability to provide immediate assistance to investigators and victims and their families.

TRAINING

Another important goal of DTAPS, geared towards tackling these problems, is providing comprehensive, standardized training to DDAs and law enforcement on DUI-Alcohol and DUID cases. DTAPS has made great strides to implement and continually improve the DUI training provided to veteran and newly-hired LADA prosecutors, as well as certified law clerks.

All newly-hired DDAs receive immersive training during their probationary period on effective strategies for prosecuting DUI-Alcohol and DUID cases. During this training, DDAs conduct mock direct examination of officers and lab analysts, and they receive a lecture-based component on how alcohol consumption affects divided attention skills. The DUID training also includes instruction from veteran, certified DREs, as well as analysts from the crime lab. The training focuses on the difference between DUI-Alcohol and DUID cases, and how best to utilize the available facts and results, such as standardized field sobriety tests (SFSTs), Drug Recognition Expert (DRE) investigations, and quantitative results.

DTAPS also trains law clerks, during the summer and others while awaiting bar exam results. These law clerks work in various assignments throughout the county and are trained in most of the same subject matter as newly-hired DDAs, including effective methods and strategies for prosecuting DUI-Alcohol and DUID cases, and a comprehensive overview on presenting a compelling DUI case to a trier of fact. By educating LADA's law clerks, DTAPS is able to provide them with the foundation for some general DUI-Alcohol and DUID concepts as they embark on their legal careers as prosecutors, or, if they leave the office, in whatever legal field they choose.

In addition to newly-hired DDAs and law clerks, DTAPS spends a great deal of time training veteran DDAs and making sure these prosecutors are kept current with the latest changes in the law and in investigative and trial strategies. The DTAPS lawyers make themselves available to all prosecutors in the LADA to answer questions and address issues in all DUI cases and often assist DDAs in court as well. DTAPS assists senior DDAs who review, file, and prosecute some of the most serious DUI-related fatalities.

Not only does DTAPS educate and train prosecutors inside and outside the LADA, but the DDAs in DTAPS have working relationships with nearly all 100 plus law enforcement agencies within Los Angeles County. DTAPS receives frequent requests to train these law enforcement officers in all aspects of DUI investigations, including report writing, testifying, and legal updates and trends. In addition to DUI patrol officers, DTAPS frequently trains senior traffic detectives in conducting vehicular homicide investigations and preparing those cases for filing and court.

One of the positives to come from having to adapt to limitations imposed by COVID, the lawyers in DTAPS now provide hybrid live-virtual trainings and recorded trainings for future viewings. These trainings cover a wide variety of topics from the prospective of both a prosecutor and a law enforcement officer. By having these trainings available to prosecutors and law enforcement, filing standards have become more consistent, and investigations and prosecutions have improved. This conformity is essential, and perhaps remarkable, given the size of the county, the number of law enforcement agencies in LA County, and the number of offices within the LADA.

In an effort to better equip prosecutors and law enforcement officers with the tools needed to tackle the challenges of DUI and DUID cases, DTAPS published its own DUI/DUID manual on the investigation and prosecution of these cases. The publication, entitled The Investigation and Prosecution of DUIs and Vehicular Related Crimes, compiled DUI/DUID related statutes, case law, and published studies into one manual as a resource for prosecutors and law enforcement state-wide. The publication has already been widely distributed and, based on the feedback we have received, is being hailed as a preeminent

resource. The first manual was published in 2021 and a revised edition, with updates on recent caselaw and new studies, was published in 2024.

COLLABORATION

DTAPS has an ongoing collaboration with the California Traffic Safety Resource Prosecutor Training Network (TSRP) and our colleagues at the Los Angeles City Attorney's Office (LACA). DTAPS has taught a portion of Traffic Colleges (North and South) in 2018-2024 and has already scheduled attending and presenting at both colleges in 2025. In addition, DTAPS now frequently conducts its quarterly, Regional Roundtables in conjunction with TSRP and LACA, which allows for presenting a wider variety of relevant content while reaching a larger audience.

As part of a FY 2020 grant award, OTS funded a part-time LADA Investigator to join DTAPS as a DRE. For this upcoming grant, we are asking OTS fund a full-time DRE. This DRE is an integral part of the DTAPS team and plays a significant role in serving DREs in our partner law enforcement agencies and prosecutors who need the assistance and expertise of this specialist. The DA Investigator (DAI) is a sworn officer who came to the LADA Bureau of Investigation as a trained and qualified DRE. Since joining DTAPS as a DRE, the DAI has re-certified as a DRE and has become available to all LADA DDAs, as well as local law enforcement agencies, for DRE-related issues. The DAI-DRE has been consulting on cases, participating in DTAPS trainings, and testifying in court as a DRE. Since many agencies have few or no DREs, the availability of a DRE in DTAPS has allowed DDAs in LADA to consult with the DRE from the filing stage all the way through to trial. The DRE has also made himself available to serve as an expert consultant to assist trial deputies with the preparation for, and cross-examination of, defense expert witnesses. The DAI-DRE has been an active partner in conducting prosecution and law enforcement trainings. The DRE serves as a regional resource to law enforcement agencies and investigators on case evaluations in those instances where no DRE is available to work on the initial investigation. The DAI-DRE has been an invaluable resource to DTAPS and an outstanding asset to the LADA and would only be of greater service to law enforcement and prosecutors if the OTS funding allowed for a full time DRE.

DTAPS has worked, and continues to work, with multiple law enforcement agencies within Los Angeles County to encourage officers to complete DRE training or obtain re-certification to address the critical shortage of qualified officers in the county. DTAPS has made presentations on this critical need to most of the law enforcement agencies within the county. The DAI-DRE has encouraged more officers to attend DRE school when the DAI-DRE has attended law enforcement briefings. DTAPS has provided report writing and courtroom testimony training, while emphasizing and highlighting the need for more DREs, at various SFST, Advanced Roadside Impairment Driving Enforcement (ARIDE), and DRE schools. DTAPS has also partnered with the California Highway Patrol (CHP) Statewide Coordinator to inform agencies that reimbursement for DRE school is available.

A yearly goal for DTAPS has been increasing the number of DREs within all LA County law enforcement agencies, with a particular emphasis on the Los Angeles County Sheriff's Department (LASD). Although employing the largest number of sworn law enforcement officers in the country, the LASD was slow to train and certify its own deputies as DREs. As of 2020, LASD had 7 DREs for their entire department. In early 2021, after a meeting between DTAPS and high-ranking LASD personnel, the LASD agreed to increase its number of DREs. Although the numbers of LASD DREs have fallen again, an increase in funding for additional lawyers would allow for an increased concentration on LASD to modernize their training and increase their numbers. DTAPS also trains at SFST, ARIDE, and DRE schools for the LAPD, LASD, and CHP.

DTAPS has been working with many Los Angeles County law enforcement agencies to assist them and provide guidance on updating and modernizing the agency's standardized DUI and DRE arrest reports. Due to changes in the law regarding chemical test advisements, many law enforcement agencies have outdated verbiage or language contained in the reports that arresting officers use when making DUI and DRE related arrests, that has been deemed legally deficient. DTAPS continues to work with these agencies to update and correct these issues. In addition, DTAPS has been advocating for these agencies to add "Watson" advisements to DUI-related arrest reports and has been training officers to provide these warnings to motorists stopped for egregious traffic violations, regardless of whether they result in misdemeanor arrests or simple traffic tickets. Many agencies have adopted, or are in the process of adopting, this

recommendation, thereby assisting prosecutors and investigators in deciding whether a DUI vehicular homicide would be more appropriately charged as a "Watson" murder and, in some cases, making it easier to prove the necessary knowledge element in court.

DTAPS has partnered with the LASD - Scientific Services Bureau (SSB) to advocate and promote their requests of funding to update their drug testing capabilities and to modernize and improve their laboratories. Based on a separate FY 2017 OTS Grant, SSB received funding to obtain a liquid chromatography tandem mass spectrometry (LCMS) machine for confirmatory and quantitative analysis of drug-impaired driving blood submissions, including delta-9 THC, the psychoactive component of marijuana. DTAPS worked with SSB in attempt to utilize LCMS testing in analyzing blood samples for individuals who may have been DUID-marijuana. DTAPS then trained and promoted the importance of the utilization of these testing results in DUID-marijuana cases. Additionally, in 2022, SSB applied for and received grant funds from the CHP to modernize and improve all their antiquated drug testing capabilities. DTAPS played a major role in SSB receiving these funds by appearing before the Los Angeles County Board of Supervisors to advocate for the receipt of the funds.

DTAPS continues to collaborate with SSB to train newly-hired DDAs by providing instruction on the technical aspects of forensic toxicology. This instruction includes guidelines on when the analyses can be utilized by a forensic toxicologist to render a legally admissible opinion about whether someone was under the influence of drugs at the time of driving. This partnership has allowed DDAs to better understand the analytical results when reviewing DUID cases for a potential criminal filing, and when prosecuting a filed DUID case. This allows DDAs to have a better understanding of SSB's analytical results, which will increase the effectiveness of the presentations of this evidence to a jury.

DTAPS continues to play a major role in improving and standardizing the McNeely Warrant form - the mechanism for obtaining blood from drivers suspected of operating a motor vehicle while under the influence of alcohol and/or drugs. DTAPS authored and trains on this form with all its LA County law enforcement partners. The standardization of this form streamlines and expedites the warrant process for DUI investigations by ensuring the same form is used county-wide, thus allowing for familiarity with the judges who must review and ultimately sign the warrants. DTAPS has ensured these forms will expedite the process by which blood is obtained and increase the likelihood of detecting any impairing substance in the blood before dissipation.

DTAPS now works closely alongside with, and is a member of, the new Los Angeles Traffic Group which brings together traffic investigators from all over LA County to discuss issues and trends in vehicular fatalities and traffic related crimes. Additionally, DTAPS attends and participates in LASD Drive which is a traffic safety group focusing on new and emerging investigative techniques in traffic fatalities and DUIs. One such tool is the new drug detection breath device that is now being rolled out to some LA County law enforcement agencies. This device, like a Preliminary Alcohol Screening (PAS) machine, will be a tool DUI officers can utilize when determining whether there is probable cause to make an arrest for a drug related DUI. DTAPS is working with the agencies who have purchased and are using this device. In addition, DTAPS is educating the prosecutors in LADA about this device and are encouraging other law enforcement agencies to consider purchasing and deploying the device as well.

This grant also helps additional target groups that LADA serves, including school-aged children. In recent years, DTAPS, in an effort to educate and interact with students about the dangers of DUIs, participates in the "Every 15 Minutes" program at local high schools. This provides an excellent opportunity for the members of DTAPS to share its knowledge and experience with students to make them aware of the dangers and legal consequences of engaging in this behavior. In 2024, DTAPS participated in the program at four different high schools and looks forward to increasing the number of schools in 2025.

In order to increase visibility with those outside the legal community, DTAPS now participates in a number of activities and events put on by Mothers Against Drunk Driving (MADD). Like "Every 15 Minutes," the attendance at MADD events gives DTAPS the ability to advocate for greater awareness of the dangers of DUI driving while interacting with victims and their families to offer support and access to available resources.

BLOOD DRAW SERVICES

Based on a 2019 OTS grant, DTAPS was awarded funding for an on-call phlebotomist through a private medical service to draw blood in suspected DUI cases in which blood cannot be drawn at a hospital. Whether the nearest hospital is too far from the location of an arrest, or the nearest hospital is unable or unwilling to perform a blood draw, the on-call blood draw service is vital to ensuring necessary evidence is collected in a timely manner. The inability or refusal of some hospitals to cooperate with law enforcement and draw blood, even with a warrant, places officers in one of two untenable situations: 1) they must try to get blood drawn from another hospital, or 2) simply forego obtaining a blood sample. Both situations significantly hinder a DUI investigation. When officers are forced travel to another hospital, the delay impedes the ability to find traceable alcohol and/or drugs (like cannabis which dissipates rapidly) in the suspect's blood. If no blood is drawn, the officers are left with only the initial observations by the roadside officer and a DRE, if one is available, which makes prosecution much more difficult.

For the 2023-24 OTS grant, LADA asked for and was granted \$150,000 for the on-call phlebotomist program. The program has been a tremendous success since its inception. DTAPS has been training law enforcement agencies throughout the county about the program's availability and these same agencies immediately utilized this valuable resource. Unfortunately, while the program has been tremendously successful since its existence, the \$150,000 devoted to the program has been exhausted in a matter of eight to ten months. Due to the size of LA County, the number of law enforcement agencies working in the county, and the growing number of drivers arrested every year for DUIs, the amount granted for this program needs to be increased to meet this demand. This need is magnified by the growing number of hospitals unable or unwilling to assist law enforcement with blood draws. Additional funds would allow LADA and law enforcement the tools needed to continue to combat the growing number of DUI-Alcohol and DUID driving incidents and related prosecutions.

In addition, the on-call phlebotomist program requires a solicitation process. The solicitation process is a complex, months long process that begins preparing solicitation documents, posting of solicitation, conducting proposer conferences, receiving proposals, overseeing vendor evaluation/selection process, and administering the execution of subcontract. Upon selection of a subcontractor, the subcontractor will be closely monitored to ensure the efficacy of services received. These functions require a grants analyst at the title of Administrative Services Manager I (ASM I) who can independently, with minimal supervision, use sound professional judgement and carry out difficult to complex analytical assignments. On top of the aforementioned responsibilities, the grants analyst skillfully manages the recurring functions of the OTS grant including, but are not limited to the following, independent processing of grant application and monthly staffing reports; working with Accounting Section in obtaining cost expenditure reports and independently analyzing the difficult cost reports for accuracy; independently conducting audits and site visits to verify compliance and accuracy of claims; independently reviewing and processing invoices and approving or disallowing claim expenses; independently preparing difficult Board Letters and amendments and works with County Counsel to ensure Board Letters, agreements, and amendments, MOUs comply with legal requirements in accordance with County Fiscal Policies and Guidelines; independently preparing and submitting quarterly claims on GEMS; reviewing quarterly progress reports; reviewing and approving travel/training requests; monitoring budget to prevent exceeding budget line items and overall budget categories. The grants analyst plays a critical role in a central operation function of grant management and subcontract monitoring, which will have a significant impact for the success of the grant.

A new grant award from OTS would allow DTAPS to continue to vertically prosecute LA County's most serious DUID and DUI-Combo related vehicular homicides, all while providing important DUI related training to prosecutors and law enforcement agencies. LADA is also requesting funding for a full-time DRE (an increase from the current part-time DRE), which would give DTAPS the ability to vertically prosecute a greater number of the County's most devastating vehicular homicides while being able to devote this full-time DRE to the training and education of prosecutors and law enforcement within the country's largest county, and a partial funding for 0.35 full-time equivalent of a grants analyst position that allows LADA to resource a grants analyst for handling and ensuring the OTS grant is managed successfully, accurately, and in a timely manner. Additionally, LADA is also requesting additional funding for the on-call phlebotomist program. The additional funding would ensure the monies for this program are not exhausted before the end of the year and that prosecutors and law enforcement officers receive the tools necessary to be able to successfully prosecute these cases. A new grant, and the additional funding detailed above, will continue to

significantly strengthen the detection, arrest, criminal filings, and successful prosecutions of DUIs and DUI-related vehicular homicides, and thereby serve to increase traffic safety within LA County.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Improve the prosecution knowledge and expertise of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases.
4. Increase the number of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases filed and prosecuted.

B. Objectives:

1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	Target Number 1
2. Attend the TSRP informational webinar to identify how TSRP can assist with training needs.	1
3. Create or expand a Vertical Prosecution Program with the City Attorney or District Attorney's Office by November 30. The program will facilitate the prosecution of all DUI drug cases, all DUI alcohol and drug combination cases, and if applicable, all felony DUI alcohol cases with death or injury.	1
4. Develop and implement a system for gathering, tracking, and reporting all DUI case reviews, filings, and outcomes in the county/city by December 31, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination	1
5. Report on all DUI case reviews, filings and outcomes in the county or city throughout the grant, differentiating between: 1) DUI Alcohol-only; 2) DUI Drug-only; and 3) DUI Combination Alcohol and Drug cases.	4
6. Partner with the California Traffic Safety Resource Prosecutor Training Network to provide comprehensive training in the prosecution of DUI Alcohol and DUI Drug cases with an effort to reach prosecutors and investigators.	1
7. Send the funded prosecutor(s) to trainings/meetings sponsored by OTS and/or the California Traffic Safety Resource Prosecutor Training Network.	1
8. Coordinate and host four in person regional roundtable law enforcement meetings (one each quarter, with telephone or internet conference capabilities for the CA OTS Staff) to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, local law enforcement, CHP and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant.	4
9. Coordinate with local law enforcement agencies on the development of an on-call response protocol for the investigation of fatal and major injury DUI vehicle crashes, and to report on response activities	1
10. Participate in at least one DUI saturation ride-along. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant.	5
11. Respond to at least one fatal DUI crash investigation scene. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.	4
12. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.	4

13. District Attorney's Office / City Attorney's Office to partner with local school and/or youth organizations to provide educational programming about the dangers and consequences of driving under the influence of alcohol and/or drugs.	1
14. Send prosecutors/DA Investigators to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	1
15. Send prosecutors/DA Investigators to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
16. Send prosecutors/DA Investigators to the Drug Recognition Expert (DRE) training.	1
17. Send prosecutors/DA Investigators to the DRE Recertification training.	1
18. Attend and observe at least one DUI checkpoint. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant.	5
3. METHOD OF PROCEDURE A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year) <ul style="list-style-type: none"> Recruit and hire all staff for the grant. Procure all materials necessary to implement the grant. Identify dates and schedule the four in person Roundtable Meetings (one each quarter with telephone or video conference capabilities). Notify the OTS coordinator of the dates. Meetings are meant to provide information on the DUI Vertical Prosecution Program, interact with law enforcement to identify means to improve DUI investigation and prosecution, and assess technical assistance needs for training on DUI investigation and court testimony. OTS staff, TSRP staff, local law enforcement, CHP, and probation staff should be included in the roundtable. Agenda and minutes should be produced and distributed. All four meetings for the year should be scheduled in the first quarter of the grant. Develop protocols to be used to measure the success of the DUI Prosecution Program. Conduct training for all program staff outlining the goals and objectives of the grant. Refer cases for prosecution to the grant-funded Deputy District/City Attorney(s). Transfer all pending DUI cases which qualify under this program so that vertical prosecution may begin. Develop a training protocol for law enforcement agencies within the county, and start a process of coordinating all reporting, investigation, and referral of cases that qualify under the grant. <u>Media Requirements</u> <ul style="list-style-type: none"> Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO. 	
B. <u>Phase 2 – Program Operations</u> (Throughout Grant Year) <ul style="list-style-type: none"> Prosecution will be on-going. The Deputy District/City Attorney(s) will review DUI cases from all law enforcement agencies in the county/city. Training for law enforcement personnel, District Attorney Investigators, and other Deputy District/City Attorneys will begin and continue throughout the program. Prosecutor(s) will: <ul style="list-style-type: none"> a) Work to secure convictions (as justice requires) and appropriate sentences that reflect the public safety risk posed by the offender. b) Mentor trial attorneys on how to successfully try high-risk DUI offenders. c) Host Quarterly Roundtable meetings with local law enforcement personnel, CHP, TSRP, and OTS staff. d) Work with the TSRP to obtain and deliver high quality DUI prosecution training programs to non-grant-funded prosecutors. e) Work with the TSRP to obtain and deliver high quality DUI investigation, report writing, and courtroom testimony training programs to law enforcement personnel (police officers, deputies, District Attorney Investigators, and crime lab scientists). f) Attend training programs that cover evaluation and preparation of DUI drug cases, marijuana, prescription drugs, drug trends, people's experts, defense challenges, cross-examination of experts, 	

SFST evidence, jury considerations and toxicology evidence, and incorporate this information into DUI trainings for attorneys and law enforcement personnel.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event.

If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.

- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405d AL-26	20.616	Impaired Driving Countermeasures	\$2,200,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				
Deputy District Attorney	405d AL-26	\$124.36	2,088	\$259,664.00
Benefits-Deputy District Attorney	405d AL-26	\$259,664.00	1	\$176,468.00
Deputy District Attorney	405d AL-26	\$105.16	6,264	\$658,722.00
Benefits- Deputy District Attorney	405d AL-26	\$658,722.00	1	\$447,667.00
Senior Investigator	405d AL-26	\$94.76	2,088	\$197,859.00
Benefits- Senior Investigator	405d AL-26	\$197,859.00	1	\$134,465.00
Uniform Allowance - DAI	405d AL-26	\$1,750.00	1	\$1,750.00
Shooting Bonus - DAI	405d AL-26	\$384.00	1	\$384.00
Bilingual Bonus - DAI	405d AL-26	\$1,200.00	1	\$1,200.00
Grant Analyst	405d AL-26	\$65.02	731	\$47,530.00
Benefits - Grant Analyst	405d AL-26	\$32,301.00	1	\$32,301.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$1,958,010.00
B. TRAVEL EXPENSES				
In State Travel	405d AL-26	\$8,000.00	1	\$8,000.00
				\$0.00
Category Sub-Total				\$8,000.00
C. CONTRACTUAL SERVICES				
Phlebotomist	405d AL-26	\$200,000.00	1	\$200,000.00
Category Sub-Total				\$200,000.00
D. EQUIPMENT				
				\$0.00
Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				

Court Transcript Fees	405d AL-26	\$1,000.00	1	\$1,000.00
Category Sub-Total				\$1,000.00
F. INDIRECT COSTS				
Indirect Costs	405d AL-26	\$32,990.00	1	\$32,990.00
Category Sub-Total				\$32,990.00
GRANT TOTAL				\$2,200,000.00

BUDGET NARRATIVE

PERSONNEL COSTS

Deputy District Attorney - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits-Deputy District Attorney - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Deputy District Attorney - Hours for prosecutor dedicated to vertically prosecute all felony cases involving driving under the influence of alcohol and/or drugs. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term. The prosecutors will attend training provided by the Traffic Safety Resource Prosecutor Program and deliver training to law enforcement, investigators and other attorneys within the District Attorney's Office

Benefits- Deputy District Attorney - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Senior Investigator - Hours for investigator, who is a Drug Recognition Expert, dedicated to provide training, consultation, and courtroom testimony to prosecution and law enforcement communities throughout the state. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term.

Benefits- Senior Investigator - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

Uniform Allowance - DAI - \$1,750 per year.

Shooting Bonus - DAI - \$384 per year.

Bilingual Bonus - DAI - \$1,200 per year.

Grant Analyst - Hours for a Grant Analyst to assist with grant reporting requirements and contracts. Hours may include wages or authorized absences, such as annual leave and sick leave, provided they are accrued during the grant term.

Benefits - Grant Analyst - Claimed amounts must reflect actual benefit costs for straight time or overtime hours charged to the grant.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

Phlebotomist - To draw and collect blood samples during OTS funded grant operations from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.

EQUIPMENT

-

OTHER DIRECT COSTS

Court Transcript Fees - Funds for the purchase of court transcripts that include testimony from law enforcement and expert witnesses.

INDIRECT COSTS

Indirect Costs - de minimis rate 15% of modified total direct costs (MTDC).

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (23 U.S.C. 324 et seq.), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits

discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) ^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 ([41 U.S.C. 8103](#))

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of

such prohibition;

- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 1. Abide by the terms of the statement;
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING **(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION **(applies to subrecipients as well as States)**

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text

messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.