



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, October 20, 2021
TIME: 10:00 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#
[Click here to join the meeting](#)

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:**
APPROVAL OF A SOLE SOURCE CONTRACT WITH JUSTICE BENEFITS, INCORPORATED TO IMPLEMENT A TITLE IV-E RANDOM MOMENT SAMPLING TIME KEEPING SYSTEM FO THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
Speaker(s): Sharon Harada and Robert Smythe (Probation)
 - B. Board Letter:**
BAILMENT AGREEMENT WITH ALTADENA SEARCH AND RESCUE TEAM FOR USE OF A 2021 FORD F250 FOR ALTADENA SHERIFF'S STATION
Speaker(s): Sylvester Hardison and Amy Wong (Sheriff)
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF MARYLAND AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
Speaker(s): Theresa Barrera and Dennis Breshears (Fire)

Wednesday, October 20, 2021

B. Board Letter:

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE OFFICE OF TRAFFIC SAFETY AND APPROVE THE APPROPRIATION ADJUSTMENT FOR FEDERAL FISCAL YEAR (FFY) 2021-22

Speaker(s): Garrett Dameron and Michael Au-Yeung (District Attorney)

C. Board Briefing:

DIVISION OF JUVENILE JUSTICE BRIEFING ON THE JUVENILE JUSTICE REALIGNMENT BLOCK GRANT REPORT BACK

Speaker(s): Adam Bettino (Probation)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

A. Board Letter:

APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR AN AUTOMATED CIVIL ENFORCEMENT SYSTEM

Speaker(s): Jesus Carrasco and Sam Saad (Sheriff's)

B. Board Letter:

CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT CORE SERVICE AREA RANCHO LOS AMIGOS SOUTH CAMPUS DEMOLITION PROJECT, APPROVE CAPITAL PROJECT BUDGET, ADOPT, ADVERTISE, AND AWARD SPECS. 7687; CAPITAL PROJECT NO. 86539

Speaker(s): Felicia Yang (Public Works)

C. Board Letter:

MEMORANDUM OF UNDERSTANDING AND COMPREHENSIVE COURT SECURITY PLAN BETWEEN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES AND THE COUNTY OF LOS ANGELES

Speaker(s): Daniel Dyer and Allen Castellano (Sheriff)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY-DOWNEY, CALIFORNIA 90242
(562) 940-2501



ADOLFO GONZALES
Chief Probation Officer

November 2, 2021

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

Dear Supervisors:

**APPROVAL OF A SOLE SOURCE CONTRACT WITH
JUSTICE BENEFITS, INCORPORATED TO IMPLEMENT A
TITLE IV-E RANDOM MOMENT SAMPLING TIME KEEPING SYSTEM FOR THE
COUNTY OF LOS ANGELES PROBATION DEPARTMENT**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a sole source contract with Justice Benefits, Incorporated (JBI) to assist the County of Los Angeles Probation Department (Probation) in maximizing federal revenue reimbursement by implementing a Title IV-E Random Moment Sampling (RMS) time keeping system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Probation Officer or his designee to prepare and execute a sole source contract substantially similar to the attached (Attachment I) with JBI, upon approval as to form by County Counsel, for a maximum amount of \$600,000 commencing December 1, 2021 through November 30, 2022.
2. Delegate authority to the Interim Chief Probation Officer or designee to prepare and execute contract amendments to extend the contract term for up to four (4) additional twelve (12) month periods, at an annual amount not to exceed \$600,000, upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or designee to prepare and execute modifications to the Contract, for any decrease or increase, not to exceed fifteen (15%) percent of the contract fees and/or one hundred eighty

(180) days to the period of performance, pursuant to the terms of the Contract and upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer or designee to approve necessary changes to the scope of service, as well as non-material, technical, and administrative changes.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended actions is to authorize the Chief Probation Officer or his designee, to prepare, sign and execute a sole source contract substantially similar to the attached (Attachment I) with JBI to continue the work associated with the Title IV-E RMS time keeping system. This work includes providing staff training, conducting rigorous audits and documentation, monitoring time certification, and working with the Title IV-E administering agency, California Department of Social Services (CDSS) to ensure compliance with state and local Title IV-E guidelines and procedures and to maximize federal reimbursement.

In September 2013, the Department of Health and Human Services, Federal Administration for Children and Families (DHHS-ACF) - Children's Bureau Regional Office conducted a review to determine how California Probation Departments identify a candidate for foster care, determine and document eligibility, and make claims for Title IV-E program reimbursement. DHHS-ACF reviewed probation departments in San Mateo and Sacramento counties, respectively, and identified systematic issues with both the process and the supporting documentation of Title IV-E administrative claims related to candidates for foster care. The review noted that while there were instructions on how to claim the costs associated with this population, there were no policies and procedures in place at the state and local level to guide the practice of distinguishing between cases where a candidate may meet the criteria for foster care, and other in-home cases.

As a result, probation departments were impermissibly claiming activities associated with all in-home cases to the Title IV-E Program.. This review resulted in a suspension of Title IV-E claiming for all California probation departments until these deficiencies were successfully addressed. The Chief Probation Officer of California (CPOC) worked with CDSS to prepare a corrective action plan, which required all probation staff to be trained on revised Title IV-E guidelines. Subsequently, CPOC collaborated with JBI to define a consistent and complete Title IV-E Administrative Claiming process that has since been adopted by 29 counties throughout the State since 2014.

Probation implemented the above corrective action plan internally and has, through our work with JBI, updated documentation methods to meet State and Federal guidelines. However, CDSS's last review of Probation's time study methods and supporting documentation suggests that Probation should continue to strengthen its current best practice. CDSS wants to ensure that Probation will continue to reflect child-level case management activities and service provisions on the quarterly Title IV-E claim. In

addition, with the expiration of the Title IV-E Waiver, which disallowed certain prior claimable activities, JBI's Title IV-E time keeping system has assisted Probation in maximizing its claims, while still maintaining compliance with state and Federal guidelines.

JBI's Title-IV-E RMS time keeping system methodology is currently federally-approved by DHHS-ACF. JBI collaborates with CDSS to provide Title IV-E training to all California counties. As a result, JBI is the only known vendor to provide these specialized services with regards to staff training on documentation of time and submission of claims for Title IV-E federal reimbursement. In addition, through the use of the RMS system, JBI may identify other activities that may result in maximizing revenues while minimizing the risks of federal audit disallowances.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan, Goal 1 Operational Effectiveness/Fiscal Sustainability Service Delivery.

FINANCIAL IMPACT/FINANCING:

The maximum annual amount for each twelve (12) month period is \$600,000 and fully funded under Title IV-E.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The term of this contract shall be effective December 1, 2021 through November 30, 2022 with the option to extend for an additional four (4) twelve-month periods. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

The contract contains the Board's required contract provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program.

The County will not request the Contractor to perform services that exceed the Board-approved contract amount, scope of work or contract term.

County Counsel has reviewed and approved the proposed contract as to form.

CONTRACTING PROCESS:

The proposed sole source contract is recommended on a sole source basis (Attachment II) due to JBI being the only Title IV-E RMS time keeping system that has been recognized by CDSS as an approved method for documentation of time and submission of claims for Title IV-E.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The sole source contract will enable Probation to ensure it is in compliance with Title IV-E state and local guidelines and procedures and maximize federal revenue reimbursement under Title IV-E.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

TH:DS:im

Enclosures

c: Executive Officer
Chief Executive Officer
County Counsel



DRAFT

**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

JUSTICE BENEFITS, INCORPORATED

FOR

**MAINTENANCE OF TITLE IV-E RANDOM MOMENT SAMPLING
TIME KEEPING SYSTEM**

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M	INTENTIONALLY OMITTED
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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES**

AND

JUSTICE BENEFITS, INCORPORATED

FOR

**MAINTENANCE OF TITLE IV-E RANDOM MOMENT SAMPLING
TIME KEEPING SYSTEM**

This Contract ("Contract") made and entered into this ____ day of _____, 2021 by and between the County of Los Angeles, hereinafter referred to as County and Justice Benefits, Incorporated, hereinafter referred to as Contractor. Justice Benefits, Incorporated is located at 1711 E. Beltline Road, Coppell, Texas 75019.

RECITALS

WHEREAS, the County of Los Angeles Probation Department has a need for the Contractor to maintain a Title IV-E Random Moment Sampling Time Keeping System;

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 31000; and

WHEREAS, the County through its Probation Officer, is authorized to contract under California Governmental Code section 26227; and

WHEREAS, the Contractor is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide services as described in this Contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, G1, G2, G3, H, I, N, P, R, S, T, U, V, W, X, Y and Z are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work (SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
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- EXHIBIT G3 - Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - Intentionally Omitted
- 1.16 EXHIBIT P - Background Request Forms
- 1.17 EXHIBIT Q - Intentionally Omitted
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contract Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Random Moment Time Keeping System (RMS) Implementation
- 1.23 EXHIBIT W - Training
- 1.24 EXHIBIT X - Auditing
- 1.25 EXHIBIT Y - Reporting
- 1.26 EXHIBIT Z - Information Security And Privacy Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including in *Exhibit A (Statement of Work)*.

2.1.1.3 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.

2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.

2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.

2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.

2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.

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

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

2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions

pertaining to the method, frequency, manner and place of performing the Contract services.

2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence December 1, 2021 through November 30, 2022, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.

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

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

- 4.4 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. At that time, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The Contract fee under the terms of this Contract shall be the total monetary amount paid by the County to the Contractor for supplying all services specified under this Contract consistent with *Exhibit B, Pricing Schedule*. The total sum, inclusive of all applicable taxes, is at an annual contract sum not to exceed \$600,000. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

5.2 Written Approval for Reimbursement

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

5.3 Notification of Total Contract Sum

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

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

- 5.4.1 The Contractor shall have no claim against the County for payment of any money or reimbursement, for any service provided by the

Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall

immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) paper copies to the following address:

**Juvenile Special Services
County of Los Angeles Probation Department
9150 Imperial Highway, Room P.73
Downey, CA 90242**

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any

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

5.5.7 Intentionally Omitted

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

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

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

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Contract Manager

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

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

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

6.3 County's Program Manager

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

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

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background

investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. **The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**

7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.

7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.

7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal conviction record or any pending criminal trial to the County.

7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

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

technology security and the protection of confidential records and information.

7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).

7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

7.6.3 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents or the subcontractors, to comply with this Paragraph 7.6 (Confidentiality), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.6 (Confidentiality) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without, limitation, the County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

7.6.4 Confidentiality of Juvenile Records

By state law (California Welfare and Institutions Code sections 827 and 828, and Penal Code 1203.05, 1203.09, and 11140 through 11144) all juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.6.5 The Contractor's employees shall be given copies of all cited code sections, and a CORI form to sign, as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of

time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

- 8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County's approval.
- 8.5.4 If the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, 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 the Contractor, its officers, employees, agents, or Sub-Contractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall have no right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

8.8.2.2 For purposes of this Subparagraph, "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 (\$50,000) or more in any twelve (12) month period under one or more County contracts or

subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates 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 Jury Service Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring Gain-Grow Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to

the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who demonstrates trustworthiness, quality of work, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the Los Angeles County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of

the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Sub-Contractors of Contractor

These terms shall also apply to Sub-Contractors of County Contractors.

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

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

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

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

- 8.14.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. The Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

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

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

8.18 Counterparts and Electronic Signatures and Representations

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,

penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Sub-Contractors), 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 Subparagraph as "force majeure events."

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Sub-Contractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Sub-Contractor" and "Sub-Contractors" mean Sub-Contractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or are construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing all compensation and benefits to, or on behalf of, all persons performing work pursuant to this Contract. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 As previously instructed in Paragraph 7.5 (Confidentiality), the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement). The Contractor shall retain the original forms and forward copies to the County's Contract Manager within five (5) days of the start of employment.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or

relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") are in addition to, and separate from, any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate

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

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

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

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

8.24.2 **Additional Insured Status and Scope of Coverage**

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights, and its insurer(s)' rights, of recovery against the County under all the Required Insurance for any loss arising from or

relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to this Contract, with

limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 **Technology Errors & Omissions** insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include: (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.6 **Privacy/Network Security (Cyber) liability** insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of

malicious software code (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Chief Probation Officer, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit U (Performance Requirements Summary Chart (PRS), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all

deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County source or separate private contractors, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees and shall require each Sub-Contractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and Exhibit

F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor and all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.38.4 The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without prior approval of the County**. Any attempt by the Contractor to subcontract without the prior approval of the County may be deemed a material breach of this Contract.

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

- A description of the work to be performed by the Sub-Contractor;

- A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of the County's right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-Contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. Before any Sub-Contractor employee performs any work hereunder, the Contractor shall ensure delivery of all such documents to:

Oscar Rivas, Contract Analyst
Los Angeles County Probation Department
Contracts & Grants Management Division
9150 East Imperial Highway, Room D-29
Downey, CA 90242
E-mail address: Oscar.Rivas@probation.lacounty.gov

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

The Contractor's failure to with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default and pursue debarment of the Contractor) pursuant to Los Angeles 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, in the County's sole discretion, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Manager:

- The Contractor has materially breached this Contract;

- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract, in whole or in part, as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

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

8.44 Termination for Improper Consideration

- 8.44.1 The County may, with written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract, or securing favorable treatment with respect to the award, amendment, or extension of this Contract, or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty

(60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

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

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

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted

Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to the Los Angeles County Code Chapter 2.206 as referenced in Exhibit R (Defaulted Property Tax Reduction Program/Form).

8.53 Time Off for Voting

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

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

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If the Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

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

Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Data Destruction

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

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

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

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

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

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 Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By: _____
ADOLFO GONZALES
CHIEF PROBATION OFFICER

DRAFT

**JUSTICE BENEFITS,
INCORPORATED**

By _____

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL

By _____
JASON C. CARNEVALE
DEPUTY COUNTY COUNSEL

DRAFT

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Scope of Work

The Contractor shall provide maintenance services to the Web-Based Random Moment Time Keeping System (RMS) Title IV-E Claims for the Los Angeles Probation Department (County) including staff training, assisting in financial compilation and case planning for federal funding.

The Contractor shall advise, assist and prepare reports on, the specific tasks listed in Section 2.0 below. A monthly progress report shall be submitted to County's Program Manager.

The Contractor shall also assist the County with identifying additional program areas reimbursable under the Title IV-E Program. The Contractor shall work with the County in order to adhere to the detailed Title IV-E Program. The Title IV-E Program typically addresses the following goals for the Probation Department:

- Reduce number of youths entering the Child Welfare System
- Decrease the amount of time youth have contact with the Child Welfare System
- Reduce the per case cost of operating the Child Welfare System
- The County shall implement or expand Wraparound, or additional interventions, as part of the Title IV-E Program
- Claimable Populations
 - The Contractor shall help ensure that any eligible population and services are included in the Title IV-E Program
 - The Contractor shall review existing County programs to identify and propose Title IV-E reimbursable activities currently performed but not claimed.

2.0 SPECIFIC TASKS

2.1 Title IV-E

The Contractor shall ensure Title IV-E revenues are maximized by:

2.1.1 Reviewing Title IV-E quarterly Claims for accuracy and assisting the County with all claiming procedures.

2.1.2 Providing assistance to the County to ensure compliance with Title IV-E documentation, Federal and State guidelines.

2.1.2.1 Reviewing and providing recommendations/guidance on steps to ensure maximized funding.

2.1.2.2 Ensuring that the County receives the appropriate Federal reimbursements.

2.1.2.3 Review All County Letters (ACLs) and county Fiscal Letters (CFLs) to implement new time codes and identify additional claiming opportunities.

2.1.3 The Contractor shall work closely with the California Department of Social Services (CDSS) and the County to update claims policies when needed that may include the implementation or expansion of Title IV-E reimbursable intervention programs.

2.1.4 The Contractor shall advise the County on any changes regarding the Title IV-E program, assessments, and case plan.

2.1.5 The Contractor shall monitor time study results monthly to ensure that Title IV-E activities are maximized through RMS by providing monthly progress reports as identified in Exhibit Y (Reporting).

2.2 RMS REQUIREMENTS

2.2.1 The Contractor shall maintain the RMS that is approved by CDSS and identified in Exhibit V (RMS Time Study). The time study is continuous, and the results are compiled quarterly. The sample universe is updated monthly due to turnover and unexpected staff changes. Updating the sample universe monthly allows all potential County reimbursable staff (participant(s)) to access the time study. The Contractor shall ensure that County Time study participants are included on their daily activities and not solely on job description.

2.2.2 The Contractor shall be responsible for the operation of the RMS system. This responsibility includes, but is not limited to, the following:

- Revision of existing County time codes to add probation specific examples
- Monthly modification of the participant list to ensure that only the correct staff members are included in the time study;
- Train participant(s) on how to accurately complete the Title IV-E time study;
- Monitor and ensure that the County accurately completes the RMS on a daily basis;
- Provide periodic updates on areas of needed improvement regarding time study codes;
- Compute the quarterly time study results and submit them to the County Probation Manager for approval;
- Work with the CDSS personnel to update the RMS policies when needed;
- Analyze, edit, and summarize the sample results and make necessary allocations;
- Ensure that the sample universe is updated monthly to include participant(s) and exclude terminations and transfers;
- Provide a detailed training manual to all eligible County staff that participate in the quarterly time study;
- Provide a resource where all RMS problems and questions can be submitted and resolved;
- Provide on-site and web-based training on the RMS that is utilized for documenting time and activities related to Title IV-E Claims;
- Provide on-site and web-based training on all Title IV-E Time Codes. The Contractor shall provide a comprehensive list of all Title IV-E Codes for the State of California. The Contractor trainers shall educate all participants to ensure a clear understanding of how to code daily activities;

- Provide a team of time study analysts to review all time study moments on a daily basis and confirm that all moments are valid and coded correctly within the allotted time frame.

2.3 RMS SET-UP

The Contractor shall work with the County to update Probation staff that will participate in the RMS. Once the Contractor determines additional staff who will participate in the RMS, the following data will be collected from the County:

- County holidays
- Employee's e-mail address
- Employee's work schedule
- Employee's phone number and location
- Employee's supervisor
- Supervisor e-mail address and phone number

2.3.1 Time Study Coordinator

The Contractor shall act as the County's time study coordinator. The Contractor shall conduct the time study and quality assurance process on a monthly basis. As the time study coordinator, the Contractor shall be available via e-mail and toll-free telephone number to address questions from time study participants.

2.3.2 Position List

The positions identified as meeting the RMS sample population definition are maintained by the Contractor. The position list is reviewed and updated each month based on information provided by the County. Positions that are vacant when the list is updated will not be included.

2.3.3 Work Hours

RMS samples each participant's individual work schedule entered in their profile. A participant shall not receive any RMS moments outside their designated work schedule. In addition, participants shall not receive RMS moments during the designated lunch

schedule in their profile. Participants shall not receive moments on County holidays.

2.3.4 Study Notification

Once the sampling is verified by the Contractor time study coordinator, the RMS system shall send the observation moment notification at the time of the actual observation moment. The participant shall then complete their moment according to the activity performed at that time and electronically submit the observation moment to the Contractor for immediate quality assurance.

All original observation moments must be completed within 72 hours from the time of the moment excluding days off, weekends and holidays. If the time study participant has not responded by midnight of the RMS moment, an email reminder shall be generated and sent through the Contractor e-mail application to the participant and their time study observer. A time study observer is a person who ensures quality assurance. They are trained on the time study process and the importance of completing all RMS moments in a timely manner.

2.3.5 10% Quality Assurance Process

Each night, if the observer has any quality assurance moments during the day, the Contractor RMS automated system shall generate an e-mail to the observer advising of any outstanding quality assurance moments. This email will also include other “to do’s” the observer needs to complete, such as RMS moments from the previous day or any pending profiles that the observer has not approved.

2.4 TRAINING

2.4.1 Candidates for Foster Care/Case Plan Training

In order for the County to claim preventive case management services, youth must be considered a candidate for foster care. The Contractor will utilize the candidate for foster care guideline per the Child Welfare Policy Manual 8.1D. The County shall not claim any reimbursable time under the RMS time study until a youth is determined to be a candidate for foster care and a case plan is developed.

2.4.1.1 The Contractor will ensure that the County uses the most accurate case plan in order to fully document candidacy. The Contractor shall review such documentation before any

claims are filed. The Contractor shall ensure that all youth who are on probation in the County have case plans and case plan reviews regardless of candidate status.

2.4.1.2 The Contractor shall provide the County with “Candidates for Foster Care” training. The Contractor shall train all appropriate County staff to complete a case plan and document candidacy as it relates to Title IV-E. The detailed training covers how to determine which delinquent youth are considered a candidate for foster care, the method of documenting candidacy, and the frequency the federal government requires this documentation.

2.4.1.3 The Contractor shall provide all participants with a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.

2.4.1.4 The Contractor shall assist with an assessment and case planning process that shall be conducted to determine who is a candidate and who is not. The purpose of the assessment is to document risk level and what areas the youth and family struggle with most in order to develop the most beneficial case plan for the youth and family. Upon completion of the assessment and case plan, case management activities may begin.

2.4.2 On as needed basis and as identified in Exhibit W (Training), provide on-site or web-based training for the County Probation staff on how to accurately complete Title IV-E time study and how to comply with the California Department of Social Services (CDSS) documentation requirements to support the time study, including but not limited to:

2.4.2.1 CDSS Title IV-E Program time study codes

2.4.2.2 Importance of the Title IV-E Program

2.4.2.3 Title IV-E Program population

2.4.2.4 Compliance results

2.4.2.5 Candidacy

2.4.2.6 Case Plans

2.4.2.7 Title IV-E 101

2.4.3 General Training and Webinars

- 2.4.3.1 The Contractor shall maintain a training plan for the County;
- 2.4.3.2 The Contractor trainings shall be documented;
- 2.4.3.3 The Contractor training material shall be provided for each County participant;
- 2.4.3.4 The Contractor trainings shall include an agenda, handout and sign-in sheet that shall be retained in the case of an audit; and
- 2.4.3.5 The Contractor shall answer Title IV-E questions regarding coding time, completing case plans, deadlines, and all other guidelines on demand.

2.4.4 As needed by the County, the Contractor shall perform on-site and web-based trainings with County's staff to ensure a thorough understanding of Title IV-E. The Contractor shall provide training with no additional charge for travel or actual training time. As new County employees are hired, the Contractor shall provide training at its discretion, or at County request. The Contractor shall be available to train existing county staff and will provide a toll-free telephone number for support.

2.4.5 The Contractor shall provide webinars as a supplemental method to onsite training. The Contractor webinars are at no additional cost to the County. The Contractor shall offer webinars to provide updates regarding policies and procedures with Title IV-E claims.

2.4.6 The Contractor shall perform training for County's staff to ensure there is a thorough understanding of Title IV-E. Training dates shall be set in advance and shall accommodate County staff schedules.

2.4.7 Family First Prevention Services Act (FFPSA) Implementation

- 2.4.7.1 The Contractor shall provide web-based and/or classroom training on updated FFPSA.

2.5 REPORTING REQUIREMENTS AND FEATURES

The Contractor's RMS shall provide the County with reports to determine if any individual requires additional training, or if certain codes are used excessively.

The Contractor's reports will ensure coding accuracy and compliance with moment coding. This report will summarize each participant's activities for a particular study and the entire study itself by code as described in Exhibit Y (Reporting).

2.6 REVIEW REQUIREMENTS

2.6.1 Quality Assurance Procedures

The Contractor quality assurance process consists of two steps. The Contractor's Q1 staff shall review the electronic data on a daily basis for the following information:

- Electronic Signature
- Date and time (for 72-hour compliance)
- That the Comment section includes detailed activities of the time study participant
- To ensure that all sections are documented
- To ensure that Codes are accurately checked by the time study participant
- If any of the above elements are not satisfied, the sample moment will be sent back to the participant for correction or clarification. If clarification cannot be made, the moment shall be invalid.
- The Contractor requires the names of all eligible time study participants, their job titles, email addresses, phone numbers and core work hours.
- After Q1 determines that data is captured accurately, Q2 shall review the data for a second quality assurance process.

2.6.2 State and Federal Reviews

The Contractor shall assist in data collection and onsite reviews by state or federal agencies.

2.6.3 File Reviews

2.6.3.1 The Contractor shall maintain a detailed quality assurance procedure. It is crucial to have a system of checks and balances in place with Title IV-E Administrative Claims. Contractor staff shall ensure proper claiming and record retention while onsite with the County.

2.6.3.2 The Contractor shall perform onsite detailed reviews of Title IV-E Analysis.

2.6.3.3 The Contractor shall perform quarterly reviews to ensure proper procedures and accurate claims. The Contractor shall provide the County with the following reviews:

- Candidates for Foster Care
- Random Moment review
- Probation File review
- Placement File review

2.6.3.4 Candidates for Foster Care

Candidates shall be selected from the Contractor's RMS to verify the accuracy of comments in the time study, to ensure the case plan clearly documents that the minor is a candidate for foster care, that the case plan has not exceeded six months and review the minor's entire case file for all required documents and case notes.

The Contractor shall review claims for foster care to ensure that the case file and case notes are properly documented. The Contractor shall perform audits, which shall include, but not be limited to, the following:

- Appropriate determination of candidates;
- Proper documentation of candidates;
- Accuracy of RMS coding and
- Review of case file documentation to support random moment activity.

- Reverse candidacy reviews: Contractor will review all case management activities in the RMS to determine if a candidate case plan is active and claimable

2.6.3.5 Random Moment Review

The time study monitoring tool will be used to review the actual time spent on Title IV-E eligible activities. This process ensures that claim information, documentation and submission are accurate. The Contractor shall continually review the methodology to determine if it meets current regulations.

The Contractor shall ensure that random moment reviews match participant(s) timecards. The County shall provide a monthly download of the participant(s) timecards identified in the random moment review.

2.6.3.6 Probation File Review

This tool checks case plans and verifies case file documentation. The Contractor shall verify that the case plan is correct, that services are provided and that all required documentation is in the case file.

2.6.3.7 Placement File Review

This tool is for youth in foster care placement. The Contractor will verify that the case plan is correct, that services are provided and that all required documentation is in the case file. The contractor will ensure that the case plan is updated every six months.

At the conclusion of any Contractor audit, the Contractor shall provide the County with a written report of any inaccuracies to ensure that similar errors will not continue in the future. The County shall review recommendations made by the Contractor.

2.7 STAFF SUPPORT

2.7.1 Audit Support

- 2.3.1.1 Contractor shall maintain detailed auditing procedures and provide technical support to State audits as identified in Exhibit X (Auditing).
- 2.7.1.2 The Contractor shall provide the County with additional training and support on any audit findings.
- 2.7.1.3 The Contractor shall perform on-site assistance to the County in the event of any State or Federal Audit.
- 2.7.1.4 The Contractor will attend and remain current on all state Title IV-E training.

2.7.2 Probation Support

The County shall determine and document Title IV-E Candidates for Foster Care in a manner consistent with federal and state guidelines.

- 2.7.2.1 Provide feedback on all programmatic or fiscal recommendations provided by the Contractor.
- 2.7.2.2 Participate in monthly or as-needed meetings, as scheduled by the Contractor to discuss issues related to Title IV-E.
- 2.7.2.3 Review reports provided by the Contractor and identify any additional reporting needed to fulfill maximization of Title IV-E Revenues.
- 2.7.2.4 Assist the Contractor to provide staff access to the RMS website via computer or smartphone.
- 2.7.2.5 Update the Contractor with County staff changes to ensure the proper staff are claiming through the RMS, as identified in Exhibit V (RMS Time Study).
- 2.7.2.6 Ensure that staff answer "Observation Moments" when they are received via email to document their activities at the time of the random moment.
- 2.7.2.7 Ensure that staff meets within 72 hours of receiving a time study, excluding weekends and holidays, to answer their

“Observation Moments.”

2.7.2.8 Ensure that staff management or supervisors check 10% of the total amount of “Observation Moments” for quality assurance.

2.7.2.9 Continue to utilize Title IV-E codes set by the state of California for the Web Based time keeping system.

2.8 FISCAL RESPONSIBILITY

2.8.1 Each quarter, the Contractor shall assist and review the Title IV-E Administrative claim for reimbursement on behalf of the County. The Title IV-E administrative claim is a compilation of data from several sources. Payroll, expenditures, and capital asset information is provided by the client.

2.8.2 The County shall provide the Contractor with expenditure reports for analysis.

2.8.3 The County shall provide the Contractor with payroll data.

2.8.4 The County shall provide any additional financial reports and operational information needed to complete the claim.

2.8.5 The County shall provide the Contractor with County specific financial information needed to complete the claim, i.e. Overhead, Employee Benefit and Eligibility Rate.

2.8.6 The County shall provide further information and documents at the request of the Contractor to ensure that the Contractor is fully reimbursed.

2.9 Family First Prevention Services Act (FFPSA) Implementation

2.9.1 Contractor shall advise on all aspects of FFPSA, but special emphasis will be placed on preventive services.

2.9.1.1 Contractor shall update County as services are vetted through the Title IV-E Prevention Services Clearinghouse.

2.9.1.2 Contractor shall provide County with resources to promote its use of evidence-based programs/services for inclusion in the State’s Prevention Services Plan.

- 2.9.1.3 The new Title IV-E prevention services, as well as training and administrative costs associated with developing these services, would have no income test (i.e. a Federal Eligibility Rate will not be applied).
- 2.9.1.4 Contractor shall review RMS codes and make necessary changes for the timely implementation of FFPSA to capture codes that will not have a Federal Eligibility Rate associated with them.
- 2.9.1.5 Contractor shall implement prevention services candidate reviews to ensure all federal and state guidelines are met for the usage of RMS codes where the Federal Eligibility Rate is not applied.
- 2.9.1.6 Contractor will review direct services utilized by the County to ensure proper claiming and maximization under FFPSA.
- 2.9.1.7 Contractor will review direct costs incurred by the County to ensure proper claiming and maximization under FFPSA.
- 2.9.1.8 Contractor will advise on Qualified Residential Treatment Programs as necessary.
- 2.9.1.9 County shall inform Contractor of all evidence-based services currently utilized.
- 2.9.1.10 Contractor shall provide guidance for and review for the County's Prevention Services Candidate Case Plans.
- 2.9.1.11 Contractor shall monitor ACLs and CFLs related to FFPSA and the Family First Transition Act to maximize claiming.

2.10 IT REQUIREMENTS

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

The Contractor shall work with County to elaborate and document the requirements for role-based access to the Justice Benefits System for each of the provisioned Hosting Environments. The Contractor shall conduct requirement gathering meetings with the Justice Benefits Core Team to identify the Create, Read, Update, Delete (CRUD) rights of each of the roles

available in the System. The Justice Benefits System roles shall be mapped to the appropriate County User roles, as determined in the requirement gathering meetings. High-level role-based access includes, but is not be limited to:

1. Deputy Probation Officer (DPO)
 - a. Answer moments
 - b. Change personal profile
2. Senior Deputy Probation Officer (SDPO)
 - a. Perform quality assurance on moments
 - b. Change personal profile
3. Director
 - a. Oversee information for their operation
 - b. Access reports on the operation
4. Senior Director
 - a. Oversee all Director operations
5. Bureau Chief
 - a. Oversee all Senior Director
6. Administrator
 - a. Oversee all levels from DPO to Bureau Chief
7. Back-end Administrator (Vendor)
 - a. Create, Delete, and backend functions including administer user access

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for each of the Provisioned Hosting environments.

3.0 QUALITY CONTROL PLAN

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met.

The original plan and any future amendments are subject to County review and approval and shall include, but is not limited to, the following:

- 3.1 An inspection system covering all services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will occur, and the title of individual(s) who will perform the inspection.

- 3.2 The methods to identify and prevent deficiencies in the quality of service before the level of service becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available at the request of the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike by County or Contractor employees or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract..
- 3.5 The methods to ensure that confidentiality of youth records and information are maintained while in the care of Contractor's employees.
- 3.6 The methods to maintain security of records and the methods to prevent the loss and/or destruction of data.
- 3.7 Develop and Provide Security Plan and Documentation
- Contractor shall develop a Security Plan for the Random Time Keeping System (RMS) Solution. RMS Solution security shall be documented on the Security Plan, that at a minimum is in accordance with Exhibit Z (Information Security and Privacy Requirements).

4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include an assessment of the Contractor's compliance with all Contract terms and performance standards. The County will report any deficiencies in Contractor's performance to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

4.1 Performance Evaluation Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract in the sole discretion of the County's Program Manager. However, the County's Program Manager and the Contractor's Project Director will hold a mandatory meeting in the event a Contract Discrepancy Report (CDR) is issued. Mutual best efforts will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel under this Contract in the sole discretion of the County's Program Manager. At the request of the County's Contract Manager, Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours

4.4 Contract Discrepancy Report

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director in the event a Contract discrepancy is identified. Mutual best efforts shall be made to resolve the Contract discrepancy.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit S (Contract Discrepancy Report). Upon receipt of this Report, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies and to present rebuttal evidence. The Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

5.0 DEFINITIONS

5.1 Business Day - Monday through Friday, 8:00 a.m. to 5:00 p.m., PT, not including County holidays.

5.2 Contract Discrepancy Report (CDR) - A report prepared by the County's Program Manager to inform the Contractor of faulty service.

5.3 Contract Start Date - The date the Contractor begins work in accordance with the terms of the Contract.

- 5.4 Contractor's Project Director - Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.5 County's Contract Manager - Person designated by the County with authority for contractual or administrative matters relating to this Contract.
- 5.6 County's Contract Monitor - Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 5.7 County's Program Manager - Person designated by the County to manage the daily operations under this Contract.
- 5.8 Youth Records – A personal and social history, including criminal information of a youth offender ordered by the court, Youth Records are an accumulation of facts associated with an individual and his/her criminal activity.
- 5.9 Liquidated Damages - The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.10 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.11 Quality Assurance Plan - The plan developed by Probation, specifically to monitor Contract Compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.12 Quality Control Plan - All necessary measures taken by the Contractor to ensure that the quality of service meets the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in Statement of Work.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0

(Administration of Contract - County) of the Contract. Specific duties will include:

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

6.2 Intentionally Omitted

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Contractor's Project Director. The Contractor's Project Director/alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract and shall act as the central point of contact with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Contractor's Project Director cannot be present, an equally responsible individual shall be designated to act for the Contractor's Project Director, with prior approval of the County's Program Manager.
- 6.3.3 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.3.4 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of removal of the Contractor's Project Director and any replacement recommended by the Contractor.
- 6.3.5 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.

- 6.3.6 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings; observing, reviewing and supervising staff.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment.** The CORI form is listed in Exhibit T (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write, and understand Spanish will also be required.
- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have County's Program Manager or a designated alternate, interview all prospective employees or agents of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period.

6.5 Identification Badges

The Contractor shall ensure their employees and agents are appropriately identified as set forth in Paragraph 7.3 (Contractor's Staff Identification) of the Contract.

6.6 Materials and Equipment

The Contractor shall provide all personnel and supplies necessary to perform all services required by the Statement of Work.

6.7 Intentionally Omitted

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, excluding County holidays, by one or more employees who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls on a 24-hour basis. **The Contractor shall respond to calls received by the answering service during business hours within two (2) hours of the call. If a message is received after business hours, Contractor shall respond to the call in no event later than the next business day.**

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide services Monday through Friday, excluding County holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

If the Contractor provides tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

10.0 INTENTIONALLY OMITTED

11.0 INTENTIONALLY OMITTED

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All lists of services used in the Performance Requirements Summary (PRS) are intended to be consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that is defined in the Contract and the SOW. In the event of an apparent inconsistency between services as stated in the Contract, the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service appears to be created in the PRS which is not clearly and forthrightly set forth in the Contract and/or the SOW, that apparent service will be null and void and place no obligation on the Contractor.
- 12.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance used by the County, and liquidated damages imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor's compliance with this Contract. Failure of the Contractor to achieve this standard may result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance fails to conform with the requirements of this Contract, the County may apply the following non-performance remedies:
- 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - 12.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
 - 12.3.3 Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or substandard levels of performance.
 - 12.3.4 Failure of the Contractor to comply with the County's request(s) to improve performance or to perform work specified within ten (10) business days shall constitute a breach of Contract and authorize

the County to have the service(s) performed by another. The entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

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

DRAFT

PRICING SCHEDULE**IMPLEMENTATION OF TITLE IV-E PROBATION CLAIMING**

Charges for the performance of services under this Agreement are set forth per pricing schedule below:

QUARTERLY FEES	
Fixed Fee	\$55,000
Performance Fee	0.4% of Title IV-E Revenue paid to County

RETROACTIVE QUARTERS	
Fix Fee	Ten percent (10%) of new revenues

DRAFT

INTENTIONALLY OMITTED

DRAFT

CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

CONTRACT NO.**COUNTY'S CONTRACT MANAGER:**

Name: Tasha Howard
Title: Contracts and Grants Division Director
Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242
Telephone: 562-940-2728
Facsimile: 562-658-2307
E-Mail Address: Latasha.Howard@probation.lacounty.gov

COUNTY'S PROGRAM MANAGER:

Name: Suzanne Lyles
Title: Consultant
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: 562-940-2533
Facsimile:
E-Mail Address: Suzanne.Lyles@probation.lacounty.gov

COUNTY'S CONTRACT ANALYST:

Name: Oscar Rivas
Title: Contract Analyst
Address: 9150 East Imperial Highway, Room D-29
Downey, CA 90242
Telephone: 562-940-2677
Facsimile: 562-658-2307
E-Mail Address: Oscar.Rivas@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: Craig Norris
Title: Manager
Address: 7639 South Painter Avenue
Whittier, CA 90602
Telephone: 562-907-3133
Facsimile: 562-464-2831
E-Mail Address: Craig.Norris@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile _____

E-Mail Address: _____

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: _____

DATE: _____

NAME: _____

Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to County Worker's Compensation Division with the Los Angeles County Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A.** “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B.** “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C.** “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
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CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

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2.203.070. Exceptions.

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

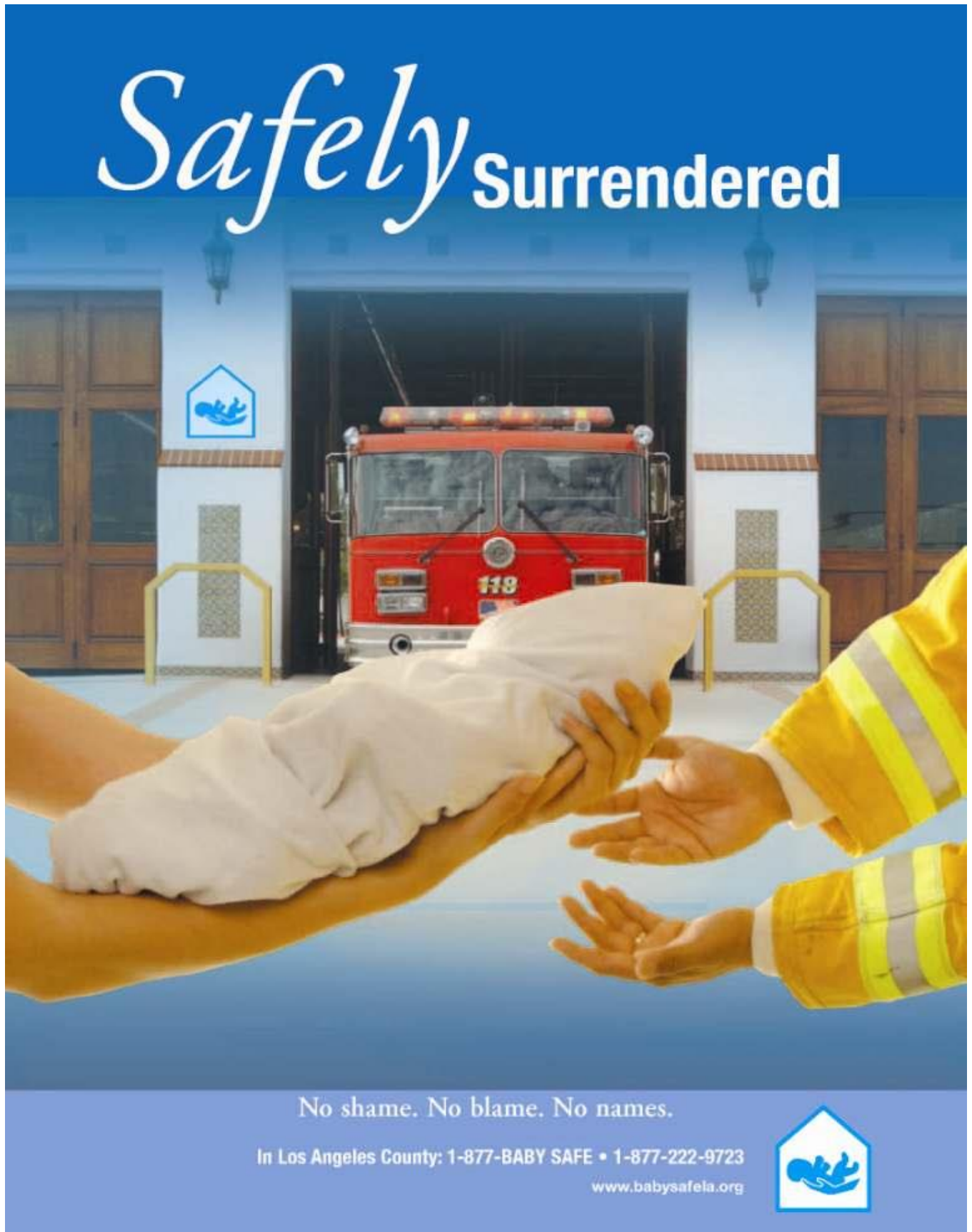
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

2.203.090. Severability.


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

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

www.babysafela.org

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?


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

A baby's story

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




Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBITS J THROUGH N
INTENTIONALLY OMITTED

DRAFT

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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

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

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate,

its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with

Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected

Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

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

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

INTENTIONALLY OMITTED

DRAFT



COUNTY OF LOS ANGELES
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU
9150 East Imperial Highway
Downey, CA 90242



BACKGROUND REQUEST FORM
Email Form to: Vivian.Gonzalez@probation.lacounty.gov

Requesting Agency: _____
Agency Address: _____
City and Zip Code: _____
Agency Contact Person: _____
Telephone No: _____
Fax No: _____
LEAD AGENCY (if different): _____

LIVE SCAN SCHEDULE:

Monday & Friday: 8:30 AM – 4:30 PM

Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.

Please have applicant arrive 15 min. prior to scheduled appointment.

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black or blue ink.
2. Please bring a valid photo identification (Example: California Driver's License or Identification Card)



LOS ANGELES PROBATION DEPARTMENT ADMINISTRATIVE SERVICES BUREAU CONTRACTOR BACKGROUND APPLICATION



1. YOUR FULL NAME			
LAST	FIRST	MIDDLE	
2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)			
3. ADDRESS WHERE YOU LIVE			
NUMBER / STREET		APT / UNIT	
CITY	STATE	ZIP	
4. EMAIL ADDRESS			
5. CONTACT NUMBERS			
HOME ()	WORK ()	EXT	OTHER () <input type="checkbox"/> CELL <input type="checkbox"/> FAX
10. BIRTHDATE (MM/DD/YYYY)	11. SOCIAL SECURITY NUMBER	12. DRIVER'S LICENSE	
	— —	NUMBER: _____	STATE: _____ EXPIRES: _____

Instructions: Indicate your response by using an "X" on the line next to "Yes" or "No".

- | | |
|---|--------------------|
| 1. Are you currently on any type of probation or parole? | Yes _____ No _____ |
| 2. Do you have any outstanding failure to appear? | Yes _____ No _____ |
| 3. Have you ever been convicted of a sex offense? | Yes _____ No _____ |
| 4. Have you ever been convicted for a crime against children? | Yes _____ No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons? | Yes _____ No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping? | Yes _____ No _____ |
| 8. Do you have any felony conviction within the past three (3) years? | Yes _____ No _____ |

If you answered “Yes” to question number 8, please provide information below for each offense.

Conviction Date	Violation Code	Violation Title	Conviction Type/Court Disposition	Court Name	Sentence Imposed

ACKNOWLEDGEMENT

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

Do you understand this acknowledgement?

Yes_____No_____

Do you have any questions about this acknowledgement?

Yes_____No_____

Print Name

Signature

Date

Revised 07/01/18

INTENTIONALLY OMITTED

DRAFT

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

2.206.030 Applicability.

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

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
 - 3. A purchase made through a State or Federal contract;
 - 4. A contract where State or Federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

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

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For:	Services:	

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

CONTRACT DISCREPANCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** _____

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

_____**CONTRACTOR NOTIFIED OF ACTION:**_____
County Representative's Signature_____
Date_____
Contractor Representative's Signature_____
Date

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

(Signature)

Name (Print)

Classification

Date

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

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Exhibit U

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQLS)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQLS
Overall compliance with Section 1.0 (Scope of Work) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Overall compliance with Section 2.0 (Specific Tasks) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met pursuant to Section 3.0 (Quality Control Plan) of Exhibit A (Statement of Work)	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to providing services pursuant to Subparagraph 7.5.1 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously pursuant to Subparagraph 7.5.2 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor shall reimburse County for record check pursuant to Subparagraph 7.5.6 of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - User and/or Staff Complaints - Random Inspections - Random and/or Judgmental Samplings 	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions as referenced in Section 8.0 (Standard Terms and Conditions) of the Contract	100% adherence to County requirements	0%	<ul style="list-style-type: none"> - Random Inspections - Random Samplings - Information from Contractor Reports 	\$100 per day until rectified

RMS TIME STUDY

JB I has developed a versatile Web Based RMS time study that is currently used in multiple states for Title IV-E Administrative Claiming and has been approved by the California DSS. JB I will assist the county by implementing our Web Based RMS to accurately capture the juvenile department's time.

The RMS is a technique for scientifically determining the amount of effort spent by a group of employees on various activities. A RMS study consists of a number of individual observations of employee activities taken at random intervals. The RMS produces a random selection of observations for the population during the reporting period. The sampling frame is constructed to provide each participant in the pool an equal chance to be included in each sample observation. The sampling occurs with replacement, so as the participant and moment is selected, each is returned to the potential sampling universe. Each participant has the same chance as any other participant to be selected for each observation.

JB I's Web Based RMS is capable of running various reports based off the RMS results. JB I uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others. With the web based system JB I is also able to have instant control over the accuracy of the time study. The web based system allows JB I to immediately provide a quality assurance process on the activities submitted by the participants. If JB I has a question about the accuracy of the observation moment, we simply e-mail back the participant for clarification.

Because JB I has a web based RMS already in place, the time frame for getting the web based system up and running for the county will be approximately two months. The two months will allow for training of staff on the time study and any JB I data entry necessary to operate the web system. The time study participants have commented that JB I's system is "user friendly". Our goal is to reduce the workload of county staff.

JB I email addresses will need to put on the county safe list and the JBIRMS and JBITIMECERT websites will both need to be accessible by county staff. JB I will work with your county IT Department to ensure no delays once the RMS starts. If the county has a Probation Intranet it is recommended a link to the JBIRMS and JBITIMECERT be added.

Prior to the RMS startup JB I will review current time study staff compared to the entire department. Once the staff are confirmed to time study the county will provide name and e-mail address to JB I. Once JB I receives this information JB I will designate staff as observers, observer/participant or participant.

Time Study Roles:

Participant – receives and responds to random moments. Participants are usually individuals who carry a case load of potentially reimbursable youth or staff who conduct other types of reimbursable activities.

Observer – supervises time study participants in the time study. Observers are usually administrative staff who directly supervise individuals and/or units that participate in the time study.

Observer/Participant – completes participant and observer roles

Profile Setup:

- a. JBI will generate profiles for observers and observer/participants.
 - i. Email is generated and sent to county staff
- b. County observers will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information
 - ii. Create Username and Password
 - iii. Choose Security Question/Answer
- c. JBI approves or disapproves the observer profiles
- d. After the observers complete profiles participant profiles will be generated
 - i. Email is generated and sent to county staff
- e. County participants will receive an email and be prompted to log in to system and setup an account. Detailed instructions/manual are provided to the staff.
 - i. Complete Contact Information
 - ii. Create Username and Password
 - iii. Choose a Security Question/Answer
 - iv. Select a Time Study Observer
 - v. Input work schedule
- f. County observers will approve participant's profiles.
 - i. County observer will receive an email prompting them to complete the process
- g. Once all profiles are setup the study can be generated

*Please note profiles setups can be done during initial training.

Account Setup and Time Codes (Pin Codes)

- a. Account Setup
 - i. JBI conducts a Q&A session with county staff covering:
 - 1. Case ID and pattern
 - 2. Job Titles

3. Job Numbers, if applicable
 4. Locations
 5. Staff Schedules
 6. Federal programs
- b. Time Codes
- i. JBI will review current time codes being utilized
 - ii. JBI will make time code recommendations
 - iii. JBI and County will discuss time code recommendations
 - iv. Time Code definitions will be finalized
 - v. All staff interacting with the RMS will be training on the RMS and Time codes
 1. JBI will train county participants on RMS
 - a. How to use RMS
 - i. Profile
 - ii. Work hours
 - b. How to answer moments

Answering a moment is a very quick and easy process.

Step 1: Was the activity client related? Yes or No; Step 2: Choose a type; Step 3: Select a code

- If yes, you will only see codes that are client related
- If no, you will see non-client related codes

This tier down process allows the participants to only view codes that they would use not all the codes; Step 4: Enter brief comment and Step5: Sign and submit moment.

The screenshot displays the JBI (Justice Benefits, Inc.) RMS Time Keeping System interface. The header includes the JBI logo, contact information (1-800-545-6490), and a copyright notice (Copyright © 2011 All rights reserved). The user is logged in as Christi Ware, with location Central Office and timestamp 6/14/2012 @ 10:13:00 AM. The department is Juvenile Probation Department. The form asks "Was this activity client related?" with radio buttons for YES (selected) and NO. The Case ID is 20121234. The selected activity is "06 - Monthly Group Home Visit". A text box for "Comments" contains "Visiting minor at group home." Below the comments box is a disclaimer: "By typing your name and clicking 'Submit', you affirm that you are the actual participant, that you have been trained on time study codes, and that you have participated to the best of your ability." The form is completed by Christi Ware, and a blue "SUBMIT" button is at the bottom.

- c. Time Code Definitions
 - d. RMS Quality Assurance
 - e. Case Plan Tracking
 - f. Email Alerts
 - g. Forgotten Login
 - h. Starting a new time study
 - i. Documents
2. JBI will train county observers on RMS
- a. How to use RMS
 - b. Observer Responsibilities
 - c. Quality Control Moments
 - d. Proxy Moments
 - e. Approving Profiles
 - f. Email alerts
 - g. Reports
 - h. Documents
 - i. Case Plan Tracking
3. JBI will train county account administrators on RMS
- a. Reports
4. Time Code Training
- a. Reasonable Candidate Time Codes
 - b. Other Time Codes
 - c. Foster Care and Extended Foster Care Time Codes
 - d. Waiver Time Codes
 - e. Non-Person Related Time Codes

Once the RMS training is complete and all profiles have been completed and approved JBI will generate the study and the county will start to receive moments. Observation moments are received through email. Once the email is received the participant will log on to the system and go through an easy five step process to complete the moment (outlined above). The participant will choose a code, write a comment and submit the moment. All original observation moments must be filled out within 72 hours from the time of the moment excluding weekends and holidays. After the participant complete the moment JBI will complete a two – step review of the moment. If JBI has a question about the accuracy of the observation moment, we simply e-mail back the participant for clarification.

The county observers will also be required to conduct a quality assurance on a sample of moments. Per the Division of Cost Allocation, there will be an additional 10% quality assurance process on all time codes. When the JBI RMS system generates the quarterly RMS moments, it will note on 10% of the sample moments which ones will need to be part of the 10% QA process. The observer will receive an email stating that they have a Quality Control moment. The observer will then log into the system and see a transaction history of moments that have

occurred thus far that the observer has not signed off on. The observer can click on each transaction to pull up the detail screen which will provide the details of the selected moment. The observer will attest to the validity of the moment by clicking an “agree” or “disagree” button and provide his or her electronic signature.

Once the observer signs off on a moment, the moment will disappear from the transaction history log. If the observer disagrees with the moment, the observer will note why in the comments box and click submit. An automated email will be sent to the participant letting them know their observer disagreed with the moment and they need to complete the moment again.

DRAFT

TRAINING

The IV-E program is very detailed and it is important to stay on top of all policies. To assist with this, JBI provides training prior to each time study. Once IV-E has been implemented, JBI will still be available for refresher training or training new staff as needed.

County staff can reach our Juvenile Programs staff at any time with a toll free telephone number. We want to ensure that county staff is not burdened by additional paperwork throughout this process.

JBIs Juvenile Programs staff will train on the following:

- Candidate for foster care
- IV-E compliant case plans
- JBIs web-based random moment time study
- IV-E Compliance

a. Candidate for foster care/case plan training

JBIs utilizes the candidate for foster care guideline per the Child Welfare Policy Manual 8.1D, as well as all CFL and ACL regarding candidacy with all of our juvenile departments. JBI ensures that each of our clients use the most accurate case plan in order to fully document for candidacy. We meet with each client to review such documentation before any claims have been filed. JBI will review the case plan currently being utilized and provide recommendations if needed.

JBIs will train all appropriate staff on completing a case plan and documenting candidacy as it relates to Title IV-E. It is critical that the staff understand how to thoroughly document case plans and set goals which are specific and measurable for the child and family. The progress or lack of progress helps to provide the basis proving candidacy of the child. All participants are provided a training manual that includes how to document candidates for foster care, the appropriate tools necessary for verification of candidacy, and various samples of completed case plans.

To ensure there are no errors, JBI has a specific training on the topic "Candidates for Foster Care" that we provide to all our juvenile department clients. The detailed training covers which delinquent youth are considered a candidate for foster care, the method of documenting candidacy and the frequency the federal government requires this documentation. The training will also discuss the Evaluation of Imminent Risk if the department utilizes the state published document.

b. RMS Training

Initial RMS Training outlined under the RMS Implementation section above.

As new employees are hired, or as JBI determines it is needed or the county requests, additional routine training is provided. JBI feels that ongoing training is pertinent to keeping the participant up to date on any coding changes or time study issues.

JBI continually strives to improve the RMS and will conduct trainings to ensure participants and supervisors understand any updates to the system. JBI provides onsite training and conducts webinars as needed. JBI recognizes that each department has different needs. Our versatile RMS allows us to easily customize the RMS to meet the structure of each department. The JBI Web Based RMS allows county staff to receive time study results for days, weeks, and months, quarters or annually.

c. IV-E Compliance

JBI will be onsite continuously reviewing case plans and conducting reviews. Once the reviews are completed JBI will provide county staff with specific training regarding areas of improvement and new processes, if applicable.

Webinars

In addition to on-site trainings, JBI offers webinars to provide updates regarding policies and procedures with IV-E claiming. This is a unique service which has proved beneficial for staff that may be spread out in different buildings or in different areas of the county. The JBI webinars are at no additional cost to our clients.

A webinar is used to conduct live meetings or presentations via the internet. In a webinar, each participant sits at his or her own computer and is connected to other participants via the internet. The attendees will simply enter a website address to enter the webinar.

Trainings are conducted on an ongoing as needed basis.

All staff will initially receive RMS, Case Plan and Candidacy Training. When new staff are added JBI will provide the same training to them. If county staff feel that they need one on one training JBI will provide the training as needed. At a minimum of annually onsite refresher trainings will be conducted.

Compliance Trainings can pinpoint specific individuals or groups and are conducted on a quarterly basis.

AUDITING

JB I has developed a detailed auditing procedure for our IV-E clients. It is crucial to have a system of checks and balances in place with IV-E Administrative Claiming. JB I staff will use four different tools to ensure proper claiming and record retention while onsite with the county. These include the Random Moment audit, Probation File audit, Placement File audit and a detailed Financial audit. Prior to JB I coming onsite for an audit, JB I will request that the county have specific case files and financial documents ready for review. Listed below are some of the specifics JB I will review when conducting these audits.

1) Random Moment audit.

The time study monitoring tool is used to audit the actual RMS time study moments. At the end of the quarter or continuously JB I will review all reasonable candidate moments. In order for the moment to be in compliance and accepted in the study it must pass all parts of the audit. This process ensures the claims being submitted for payment contain accurate information. Auditing RMS time study moments also provides additional training and insight for our clients. JB I reviews all types of moments to ensure that each type of moment is being coded accurately. JB I will select populations of unallowable codes to test them for the potential of being allowable. JB I will review cases for retro candidacy and possible candidate or foster care coding.

At the end of an audit, JB I provides a written report and informs our clients of inaccuracies in hopes the same errors will not continue in future time studies.

The time study monitoring tool reflects the following information:

- Sample date- the date participant receives the moment
- Sample time- the actual time the participant will record his activity
- Participant name- tracks which participant's moment you are auditing
- Child's ID #- a record is kept of the child's information for the auditor to review case files and case notes
- Description of Activity- exactly what the participant listed as the activity they were participating in
- Code selected- the actual code the participant selected
- Code is correct for activity described- used to verify if what the participant listed as the activity they were participating in matches the code the participant selected
- Supporting documentation supports moment

2) Probation File audit.

This tool checks the case plans and verifies case file documentation. JBI verifies that the case plan is filled out correctly, what services are being provided and that all required documentation is in the case file. JBI reviews the following in this audit.

- Birth certificate is in the file.
- Social Security is in the file.
- Verifies detailed case notes are in the file.
- Does the case plan have the required fields per the Social Security Act.
- Method of determining candidacy is verified.
- Ensure candidacy is updated every six months.
- Verifies the goals in the case plan are specific and measurable.
- Case plan signed by all appropriate parties.
- Case notes

3) Financial audit.

This audit reviews the quarterly financial data that is used for reimbursement in the IV-E claim. The detailed audit reviews what is currently being claimed as well as all other funds related to the department. This process ensures that all allowable reimbursable costs are being claimed. Each year JBI will come onsite and pull a sample of transactions from the supplied data. JBI will then verify the expenditures by reviewing receipts, expense reports, etc.

Once an audit has been completed, JBI will provide the county with our written recommendations and a corrective action plan, if needed. This allows the county supervisors to see any needed changes and allows JBI to work with County staff on our recommended action plan.

After audits are completed training will be conducted for staff in need of refreshers based on findings.

4. Timeline/Measuring Outcomes

Once the contract is completed JBI will initially conduct kick-off meetings immediately.

Week 1 – 2 of engagement

- a. Introduction Meeting
 - a. Determine timelines
 - b. Develop process
- b. Financial Meeting to discuss prior claims to complete the retroactive review
- c. Operation Meeting
 - a. Review time study list
 - i. Observers
 - ii. Participants
 - b. Account specific items
 - c. Demo RMS
 - d. Discuss time codes

Week 3 – 4 of engagement

- a. Training
 - RMS
 - Case Plan
 - Candidacy
- b. JBI reviewing retroactive claims

RMS starts

- a. 800 number is available
- b. Onsite assistance
- c. Reviewing moments
- d. Analyzing time codes

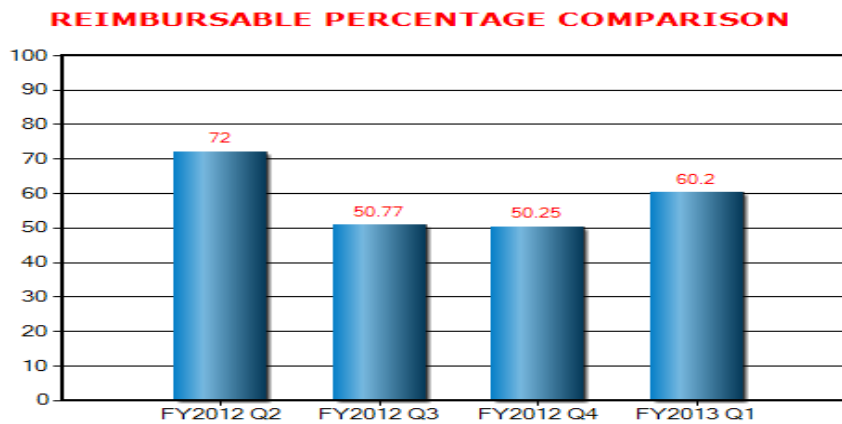
Quarter closes

- a. Case file audits completed
- b. Follow up training

REPORTING

The Web Based system is capable of running various reports based off the RMS results. JBI uses these reports to determine if any one individual needs additional training, or if certain codes are getting used more than others.

With our RMS, the county will be able to access various RMS reports to help monitor time study results. For example, this chart graphs the last 4 quarters of time study results. This allows the county to quickly analyze the time study and make future predictions regarding budgets, claiming and trainings.



Another reporting feature, the Moment Report, can be run for a quarter or specified time frame. It highlights which codes have been used and the moments that have been missed. The color breakdown shows reimbursable codes, non-reimbursable codes and missed moments.

PARTICIPANT	SECTION 1	SECTION 2	TOTAL
John Doe	01 - Non-Client Related	07 - Probation Only	4
		10 - General Administration	1
		12 - Lunch	4
	02 - Client Related	02 - Court Related Activity-Foster Care	3
		025 - Non-Minor Dependent Eligibility	1
		03 - Preventative Services Case Management	2
		04 - Case Management-Foster Care	1
		06 - Monthly Group Home Visit	4
		07 - Probation Only	10
Jane Doe	01 - Non-Client Related	10 - General Administration	1
		12 - Lunch	3
		13 - Non-Allocable	11
	02 - Client Related	02 - Preventative Services-Court Related Activity	3
		03 - Preventative Services Case Management	4
		07 - Probation Only	8
Christi Ware	01 - Non-Client Related	10 - General Administration	8
		14 - Leave without Pay	2
		20 - Missed Observation	2
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services Case Management	1
		07 - Probation Only	17
Callie Barcus	01 - Non-Client Related	13 - Non-Allocable	6
	02 - Client Related	07 - Probation Only	23
			TOTAL: 39
Jessica Patterson	01 - Non-Client Related	10 - General Administration	1
		13 - Non-Allocable	6
		14 - Leave without Pay	4
	02 - Client Related	02 - Preventative Services-Court Related Activity	2
		03 - Preventative Services Case Management	3
		07 - Probation Only	11

Account Moment Report – this option allows you to view and print random moments for specific participants, time periods, codes and numerous other combinations.

Account Moment Reports allow for the observer to filter data based on:

- A particular study
- Date ranges
- An individual participant
- A certain department
- A specific code
- A specific case ID

FILTERS

Study: STUDY FROM: 03/25/2015 TO: 03/29/2015 ▼

Date Range: 03/25/2015 [calendar] TO 03/29/2015 [calendar]

Participant: Select A Participant ▼

My Participants: ☒ As Primary Observer ☒ As Backup Observer

Department: Juvenile ▼

Sec 1: 02 - YES - Did this activity involve a person? ▼

Sec 2: RC - Reasonable Candidate ▼

Sec 3: 03 - Preventative Services- Case Management ▼

Case ID:

Max Lines Per Page: This is for the Printer

☒ Show Department
☒ Show Comment
☒ Show Case ID
☒ Show Candidate Date of Birth
☒ Show Case Plan Sign Date
☒ Show SEC 3 Details
☒ Show Location

[Clear Filters](#) [Generate Report](#)

An observer may also indicate the data they wish to be displayed on the report such as:

- Department
- Participant Comments
- Case ID
- Candidate Date of Birth
- Case Plan Sign Date
- Section 2 Details
- Site Location

The RMS is able to capture many forms and data. Once the county reviews the system JBI will build reports and train staff on accessing reports as needed.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

This Exhibit Z (Information Security and Privacy Requirements (together with all addenda attached hereto, the “Exhibit”) is attached to and forms a part of that certain Agreement for Random Moment Time Keeping System (RMS) Title IV-E Claims for the Los Angeles Probation Department (County) including staff training, assisting in financial compilation and case planning for federal funding, dated as of the Effective Date (together with all Exhibits, Attachments, and Schedules thereto, all as amended from time to time, the “Agreement”), between the County of Los Angeles (“County”) on behalf of its Probation Department (“Department”), and JBI (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.

- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- a) Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

- b) Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - c) Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - d) Protect against accidental loss or destruction of, or damage to, County Information; and
 - e) Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- a) A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- b) External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- c) Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- d) A training program that covers Privacy Policies, protocols and awareness;
- e) A response plan to address privacy Incidents and privacy breaches; and

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

- f) Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

such Information was disclosed intentionally or unintentionally, or marked as "confidential".

- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are

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no less stringent than the procedures described in this section. To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program. The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

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8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

The Contractor shall store any County data in a secure government cloud environment in the USA as applicable. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus

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definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a) **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b) **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract

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or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference. All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

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13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief

Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c) The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d) Applications will include access control to limit user access to County Information and application system functions;
- e) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f) In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

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

- a) Promptly notify the County's Chief Information Security Officer, the Departmental

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Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email
CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson, Chief Information Security Officer 320 W Temple, 7th Floor
 Los Angeles,
 CA 90012
 (213) 253-5600

Chief Privacy Officer:

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

Departmental Information Security Officer:

Name: Zaven Buickians, Departmental Information Security Officer
 Address: 9150 E. Imperial HWY
 City, State Zip : Downey, CA 90242
 Telephone Email address: Zaven.Buickians@probation.lacounty.gov

b) Include the following Information in all notices:

- i. The date and time of discovery of the Incident,
- ii. The approximate date and time of the Incident,
- iii. A description of the type of County Information involved in the reported Incident, and
- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.

c) Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

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- d) Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e) Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f) Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a) **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b) **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective

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actions or modifications, if any, the Contractor will implement in response to such audits.

17. INTENTIONALLY OMITTED

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of

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this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.

- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty- four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION. The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS. In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

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

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

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

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Data Center Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 3 audit, including follow up documentation providing evidence of such corrections. The results of the SOC 3 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 3 audit certification upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

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ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

DRAFT

SOLE SOURCE CHECKLIST

ATTACHMENT II

Department Name: Probation

- ☒ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	<p>➤ Compliance with State and/or federal programmatic requirements.</p> <p>The Department of Health and Human Services, Federal Administration for Children and Families (DHHS-ACF) - Children’s Bureau Regional Office conducted a review to determine how California Probation Departments identify a candidate for foster care, determine and document eligibility, and make claims for Title IV-E program reimbursement. DHHS-ACF reviewed San Mateo and Sacramento counties and identified systematic issues with process and supporting documentation of Title IV-E administrative claims related to candidates for foster care. It was noted that while there were instructions on how to claim cost associated with this population, there were no policies and procedures in place at the state and local level to guide the practice of distinguishing between those cases that may meet the candidate for foster care criteria and other in-home cases. As a result, probation departments were claiming activities associated with all in-home cases to the Title IV-E Program, which was not permissible. This review resulted in suspension of Title IV-E claiming for California probation departments until deficiencies were successfully addressed. The Chief Probation Officer of California (CPOC) worked with CDSS to prepare a corrective action plan, requiring all probation staff to be trained on revised Title IV-E guidelines. Subsequently, CPOC collaborated with JBI to define a consistent and complete Title IV-E Administrative Claiming process that has been adopted by 29 counties throughout the State since 2014.</p> <p>Probation implemented the corrective action plan internally and has, through our work with JBI, updated documentation methods to meet State and Federal guidelines. However, CDSS’s last review of Probation’s time study methods and supporting documentation suggests that Probation continues to strengthen its current best practice. CDSS wants to ensure that Probation will continue to reflect child-level case management activities and service provision on the quarterly Title IV-E claim. In addition, with the expiration of the Title IV-e Waiver, which disallowed certain prior claimable activities, JBI’s Title IV-E time keeping system has assisted Probation in maximizing its claiming, while maintaining compliance with state and Federal guidelines.</p> <p>JBI’s Title-IV RMS time keeping system methodology is currently federally-approved by DHHS-ACF. JBI collaborates with CDSS to provide Title IV-E training to all California counties. As a result, JBI is the only known vendor to provide these specialized services with regards to staff training for documentation of time and submission of claims for Title IV-E federal reimbursement. In addition, through the use of the RMS system, JBI may identify other activities that may result in maximizing revenues while minimizing the risks of federal audit disallowances.</p>
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.

<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

Date

November 2, 2021

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

Dear Supervisors:

**BAILMENT AGREEMENT WITH ALTADENA SEARCH
AND RESCUE TEAM FOR USE OF A 2021 FORD F250 FOR
THE ALTADENA SHERIFF'S STATION
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking approval of a Bailment Agreement (Agreement) with Altadena Search and Rescue Team for the use of a 2021 Ford F250 rescue truck, Vehicle Identification Number 1FT7W2B61MED63426 (Vehicle), which will be provided by Altadena Search and Rescue Team. The Vehicle will be used exclusively by Department personnel assigned to the Altadena Sheriff's Station, Altadena Search and Rescue Team (ALD Station).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to execute the attached Agreement with Altadena Search and Rescue Team for the use of a 2021 Ford F250 rescue truck, Vehicle Identification Number 1FT7W2B61MED63426 effective upon execution by the Board for a period of six years, unless sooner extended or terminated.
2. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Zachary McFarland, Team Leader, Altadena Search and Rescue Team, 780 East Altadena Drive, Altadena, Ca, 91001

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

The Altadena Search and Rescue Team wishes to provide this Vehicle for exclusive use by Altadena Search and Rescue Team personnel assigned to ALD Station. This Vehicle will augment the current ALD Station fleet.

Implementation of Strategic Plan Goals

Acceptance of this bailment supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 2, Community Support and Responsiveness. This Vehicle will enhance both the quality and productivity of services provided by the Altadena Search and Rescue Team.

FISCAL IMPACT/FINANCING

Altadena Search and Rescue Team will provide the Vehicle at no cost to the County. The Department shall pay for all fuel, washing, parking, garage, storage, highway/road tolls, and fines incurred in connection with the use of the Vehicle. All maintenance, service, and/or repairs necessary for the daily operation of the Vehicle will be provided by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Vehicle will be on loan to the Department for a period of six years. Either party may terminate the Agreement with five days advance written notice to the other party. The Department will have full use of the Vehicle and will be the registered owner. Altadena Search and Rescue Team will remain the legal owner of the Vehicle.

The County agrees to indemnify and defend Altadena Search and Rescue Team from any and all liability, losses, or damages arising out of the County's use of the Vehicle. This indemnification does not extend to any liability resulting from defects or malfunctions in the Vehicle related to acts or omissions of the manufacturer.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will help ensure continued delivery of quality law enforcement services to the residents and visitors served by Altadena Sheriff's Station. There will be no negative impact on current Department services or projects as a result of this donation.

The Honorable Board of Supervisors

November 2, 2021

Page 3

CONCLUSION

Upon Board approval, please return one adopted copy of the Board letter and two fully executed copies of the Agreement to the Department's East Patrol Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:MS:SH:sh
(East Patrol Division/Altadena Station)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Gerald R. Plummer, Division Manager, ISD
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Bruce D. Chase, Assistant Sheriff
Jorge A. Valdez, Chief of Staff
Coronne L. Jacob, Chief, East Patrol Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Brian Yanagi, A/Chief, Technology and Support Division
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Marjorie L. Jacobs, Captain, Altadena Station
David C. Sum, Captain, Communications and Fleet Management Bureau (CFMB)
Ann T. Devane, Lieutenant, East Patrol Division
Cynthia D. Evans, Assistant Director, Financial Programs Bureau
Marshall R. Yelverton, Lieutenant, CFMB
Mabella F. Bautista, Manager, Special Accounts, Financial Programs Bureau
Vanessa C. Chow, Sergeant, ASD
David M. Davis, Sergeant, CFMB
Robert J. Galbraith, Sergeant, East Patrol Division
Regina E. Van Hoosen, Sergeant, Altadena Station
Amy L. Wong, Sergeant, Altadena Station
Kristine D. Corrales, Deputy, ASD
Sylvester L. Hardison II, Deputy, Altadena Station
Tisha D. Henry, Administrative Services Manager, East Patrol Division
Stephen A. Adebajo, Assistant Automotive Equipment Coordinator
Rochelle L. Kidd, Assistant Automotive Equipment Coordinator
Klaris Ovanisyan, Accountant III, Special Accounts, Financial Programs Bureau
(Bailments – 2021 Ford F250 Rescue Truck – Altadena Search and Rescue Team 11-02-21)

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND ALTADENA SEARCH AND RESCUE TEAM**

This Bailment Agreement ("Agreement") is made and entered into this _____ day of _____, 2021 by and between the County of Los Angeles ("County") and the Altadena Search and Rescue Team.

1. **Bailment of Property:** The Altadena Search and Rescue Team hereby bails a 2021 Ford F250 rescue truck, Vehicle Identification Number 1FT7W2B61MED63426, ("Vehicle") to the County for the exclusive use of the Los Angeles County Sheriff's Department ("Department"):

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing upon execution by the County Board of Supervisors, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** County shall exercise due care for the safekeeping of the Vehicle. County has the right to inspect said Vehicle prior to acceptance. County shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. County shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. County shall maintain the Vehicle in good working order and condition, ensure proper servicing, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. County shall pay for normal maintenance, repair, and service required for the proper operation of the Vehicle. County shall pay for all fuel, washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. County will provide, install, and maintain all required law enforcement equipment, including voice radios and graphics on the Vehicle. All required law enforcement equipment installed by County will be removed from the Vehicle prior to return of the Vehicle to the Altadena Search and Rescue Team.

4. **Indemnification:** County agrees to indemnify and defend the Altadena Search and Rescue Team from any and all liability, losses, or damages the Altadena Search and Rescue Team may suffer and from any claims, demands, costs, or judgments against the Altadena Search and Rescue Team arising out of County's use or operation of the Altadena Search and Rescue Team's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicle is, and shall at all times, remain in the name of the Altadena Search and Rescue Team. County shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered by County to any persons other than the Altadena Search and Rescue Team without the Altadena Search and Rescue Team's prior written consent.

6. **Cost:** Except as otherwise set forth in this Agreement, County's use of the Vehicle shall be at no cost.

7. **Inspection by County:** County agrees to allow the Altadena Search and Rescue Team to inspect the Vehicle or otherwise observe them at such times and locations as mutually agreed upon. County shall provide the Altadena Search and Rescue Team with such mileage, safety, operating, and other information, or copies of any such records maintained by County with respect to the Vehicle as the Altadena Search and Rescue Team or any government agency may require from time to time.

8. **Use of Vehicle:** County may use the Vehicle for any lawful purpose, including use in connection with rescue and law enforcement activities in all areas under the County's jurisdiction. County shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall County disconnect the Vehicle's odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** County shall assume all risks of loss to the Vehicle:

- a) From the time the Vehicle is delivered by the Altadena Search and Rescue Team to County and upon inspection and acceptance by County.
- b) Until the Vehicle is returned to the Altadena Search and Rescue Team at its place of business or other agreed upon location.

Upon inspection/acceptance of the Vehicle, County shall be responsible for any and all damages to the Vehicle except those resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

In the event of damages to the Vehicle, County shall notify the Altadena Search and Rescue Team to that effect and follow such instructions that the Altadena Search and Rescue Team may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Altadena Search and Rescue Team agreement as to such condition), County shall properly notify the Altadena Search and Rescue Team thereof and hold any wreckage for disposal by the Altadena Search and Rescue Team. With respect to any loss, theft, or destruction of the Vehicle, County and the Altadena Search and Rescue Team shall negotiate the value for a comparably equipped vehicle in a condition similar to the lost,

stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) calendar days advance written notice to the other party. Upon termination of this Agreement, County shall immediately return the Vehicle to the Altadena Search and Rescue Team.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, CA 90063

Altadena Search and Rescue Team
Attn: Zachary McFarland, Team Leader
780 East Altadena Drive
Altadena, CA 91001

13. **Independent Contractor:** This Agreement is by and between County and the Altadena Search and Rescue Team and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and the Altadena Search and Rescue Team. The employees and agents of one party shall not be construed to be employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Altadena Search and Rescue Team agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be

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

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venture or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Authorization Warranty:** The Altadena Search and Rescue Team represents and warrants that the person executing this Agreement for the Altadena Search and Rescue Team is an authorized agent who has actual authority to bind the Altadena Search and Rescue Team to each and every term, condition, and obligation of this Agreement and that all requirements of the Altadena Search and Rescue Team have been fulfilled to provide such actual authority.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

**BAILMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND ALTADENA SEARCH AND RESCUE TEAM**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board, and the Altadena Search and Rescue Team has executed this Agreement, or caused it to be executed on its behalf, by its duly authorized representative.

COUNTY OF LOS ANGELES

ALTADENA SEARCH AND RESCUE
TEAM

By _____
Hilda L. Solis, Chair
Board of Supervisors

By  _____
Zachary McFarland, Team Leader

ATTEST:
Celia Zavala
Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Rodrigo A. Castro-Silva
County Counsel

By  _____
Principal Deputy County Counsel



COUNTY OF LOS ANGELES FIRE DEPARTMENT

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

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

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

HOLLY J. MITCHELL
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

November 2, 2021

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

Dear Supervisors:

APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF MARYLAND AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to authorize the Fire Chief, or his designee, to enter into a Memorandum of Understanding (MOU) with the University of Maryland's National Consortium for the Study of Terrorism and Responses to Terrorism (START) to participate in their "Monitor and Mitigate the Impact of COVID-19 on Public Safety" research study.

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

1. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to execute an MOU, in substantially similar form as Attachment A, with the University of Maryland effective when fully executed by both parties.
3. Authorize the Fire Chief, or his designee, to execute future amendments to the MOU or terminate the agreement, as approved as to form by County Counsel.

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

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY
CALABASAS

CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

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

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

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES
PARAMOUNT

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

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

4. Authorize the Fire Chief, or his designee, to execute similar MOUs for District participation in future academic studies that show merit in advancing the wealth of knowledge in regard to fire protection, disaster response, and emergency medical services, as approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District's Emergency Medical Services (EMS) Bureau has received a request from the University of Maryland's National Consortium for the START to participate in their "Monitor and Mitigate the Impact of COVID-19 on Public Safety" research study.

The study is run through a collaboration between the University of Maryland's National Consortium for the START and a research contractor Second Sight. The study is a Department of Homeland Security (DHS) funded initiative among multiple first responder agencies to understand the impact of COVID-19 through the conducting the following: (1) Cost analysis (2) Interviews with personnel (3) Staffing analysis. However, the District will only participate in part 3 – the Staffing Analysis. This includes the retrospective analysis of two buckets of data from the District: (1) De-identified electronic medical records; and (2) De-identified staffing data from January 2019 to May 2021.

The results are expected to go back to DHS leadership and be published in the general academic literature. The study has been granted Institutional Review Board (IRB) support from the University of Maryland which ensures the necessary safeguards are maintained when handling shared data. This study is to be conducted at no cost to the District.

Participation in the trial will yield important information on the District's staffing resiliency through access to subject matter experts in disaster response, health economic, and political science.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Goal No III, Strategy III.4: Engage and Share Information with Our Customers, Communities, and Partners.

FISCAL IMPACT/FINANCING

There is no impact to net County cost. The study is at no cost to the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MOU facilitates and sets guidelines on the transfer of relevant data acquired during the normal course of business from the District to the University of Maryland National Consortium for ongoing research to monitor and mitigate the impact of COVID-19 on first responder agencies. The MOU shall remain in effect until January 30, 2022 and may be terminated by either party at any time. The necessary data sharing safeguards are in place to ensure the data shared is protected and will only be utilized as authorized within the study.

Approval of this request will authorize the Fire Chief, or his designee, to execute the MOU, amend as necessary, and execute similar MOUs, subject to review and approval as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This MOU will not have a significant effect on the environment; therefore, it is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact to current services and projects.

CONCLUSION

Upon conclusion of the public hearing and approval by your Honorable Board, please instruct the Executive Officer to return two adopted stamped copies of this letter to:

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

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

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zs

Enclosures

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

MEMORANDUM OF UNDERSTANDING
Between
University of Maryland College Park
and
the Los Angeles County Fire Department

This Memorandum of Understanding (“MOU”), effective on the last date of signature below (“Effective Date”), is hereby entered into by and between the University of Maryland College Park (“UMD”), a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, on behalf of the National Consortium for the Study of Terrorism and Responses to Terrorism (START) and the Consolidated Fire Protection District of Los Angeles County (District) located at 1320 N. Eastern Ave. Los Angeles CA 90063, each a “Party” and collectively the “Parties.”

Purpose. This Memorandum of Understanding (MOU) is entered into by and between UMD as a contractor of the U.S. Department of Homeland Security, and the District for the purpose of studying the various impacts of COVID-19 and identifying effective interventions to limit personnel exposure and maintain service delivery. This MOU shall facilitate the transfer of relevant data acquired during the normal course of business from the District to UMD for their ongoing research to monitor and mitigate the impact of COVID-19 on first responder organizations.

Based on these premises and for good and valuable consideration, the Parties hereby agree as follows:

1. Scope of Project.

The COVID-19 pandemic has been an ongoing challenge for first responder. In collaboration with the Department of Homeland Security (DHS) First Responders Group, the University of Maryland (UMD) is conducting a research study to identify evidence-based approaches that can make first responder organizations more resilient to COVID-19 and future pandemics.

The goal of the project is to study how first responder organizations are affected by the COVID-19 pandemic and how they can be more resilient to future pandemics. Our objective is to identify how COVID-19 is impacting organizations from a demand, supply, and human resources perspective. In addition, we seek to evaluate interventions that mitigate the impact of COVID-19 on personnel, service delivery, and human resources.

As such, a partnership between UMD and District will help UMD to better understand how COVID-19 has impacted available staffing, the volume and type of services first responders are asked to provide, the impacts on service delivery, the costs associated with delivering services during the pandemic, and explore interventions implemented to protect personnel and service delivery.

2. Responsibilities of Parties.

- a. UMD shall be responsible for: Receiving and storing data on password protected networks and devices. No personally identifiable information (PII) will be collected. If PII is inadvertently shared with the UMD, UMD will identify those data upon receipt and delete and immediately provide notification to District. UMD will also not record or analyze data involving PII in any way.

UMD shall provide technical assistance in the form of research and analysis based on organizational level data collected from the District. A team member will also brief District leadership on research findings of relevance to the organization if requested.

The data collection efforts were approved by the University of Maryland Institutional Review Board (IRB) on October 9, 2020 and considered exempt.

- b.** District shall be responsible for: providing UMD with relevant anonymized electronic data based on LACFD's internal policy and procedure.
- 3. Financial Arrangements.** This is an unfunded MOU. Any financial arrangements shall be negotiated separately and will depend on the availability of funds.
- 4. Intellectual Property Rights.** UMD will own all rights, title to, and interests in any and all intellectual property ("IP") that is created, conceived of, reduced to practice, or authored solely by UMD employees. UMD and the District will jointly own all rights, title to, and interests in any and all IP that is created, conceived of, reduced to practice or authored jointly by UMD and District. District will own all rights, title to, and interests in any and all Research Results that are created, conceived of, reduced to practice or authored solely by its employees.
- 5. Term and Termination.**
 - a.** This MOU shall remain in force until January 30, 2022 and may be amended, renewed or extended by mutual written consent of the Parties.
 - b.** Either Party may terminate this MOU for convenience at any time provided that the terminating Party provides seven days written notice prior to termination.
- 6. Contacts and Notices.** Any notice required to be given under this MOU shall be given in writing and delivered (1) in person with documentation of receipt; (2) by facsimile or via email of scanned document (a PDF is sufficient) with documentation of delivery; or (3) by first class mail, postage prepaid and addressed to each party's designated contact, identified below, or such other person a party may subsequently designate in writing. A notice shall be deemed effective when received. Notices shall be delivered to:

For UMD:

Office of Research Administration
3112 Lee Building
College Park, MD 20742
oraa@umd.edu
Phone: 301-405-6269]

Copy to:

Amy Pate, Ph.D.
Executive Director & Research Director
Center for the Study of Terrorism and Responses to Terrorism
Main: (301) 405-6821
E-mail: apate@start.umd.edu

For District: Dr. Clayton Kazan

Chief Physician, Emergency Medicine

Emergency Medical Services Bureau
Clayton.Kazan@fire.lacounty.gov
Phone: (323) 881-2471

7. General Terms and Conditions.

- a. Modifications. Any modification of this MOU shall be effective only upon the mutual written agreement of authorized representatives of both Parties.
- b. No Third Party Beneficiaries. This MOU is for the benefit of the Parties; there are no third party beneficiaries.
- c. Relationship. Nothing in this MOU shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party except as the Parties may agree in writing.
- d. Assignment. This MOU and any rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning Party.
- e. Liability. Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives. WITH THE EXCEPTION BELOW, NEITHER PARTY THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS MOU.

Should UMD publish or utilize PII in any manner that was inadvertently disclosed by the District, UMD shall indemnify, hold harmless and defend the District, its elected officials, officers, agents and employees from and against any and all claims, losses, damages, liabilities, actual and verifiable costs or expenses (together, "Claims") resulting from, or arising out of UMD's use of PII, to the extent caused by the acts or omissions of UMD, its employees or agents in connection with their use of the PII. Such cost and expense shall include the City's reasonable attorneys' fees and costs.

- f. Disclaimer of Warranties. UMD shall use reasonable efforts to carry out the scope of this MOU, but results are provided as is. THE STATE OF MARYLAND, UNIVERSITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESEARCH RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESEARCH RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
- g. Disputes. The Parties will work to resolve disputes amicably and may elevate disputes to their chief executives if such disputes cannot be resolved at the project level.

- h. Governing Law.** This MOU shall be governed by the laws of the State of Maryland without references to its conflicts of laws principles.
- i. Entire Agreement.** This MOU constitutes the entire agreement and understanding by and among the Parties on the subject matter presented herein and supersedes any and all prior agreements, understandings, or commitments, written or oral, between the Parties. There are no representations, warranties, agreements or understandings, express or implied, written or oral between the Parties relating to this subject matter that are not fully expressed herein. This MOU may be executed in duplicate and each original shall be equally effective. The Parties accept electronic delivery of the executed MOU.

SIGNATURE PAGE FOLLOWS



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

November 2, 2021

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS
FROM THE OFFICE OF TRAFFIC SAFETY AND APPROVE THE APPROPRIATION
ADJUSTMENT FOR FEDERAL FISCAL YEAR (FFY) 2021-22
(ALL DISTRICTS) (4-VOTES)**

SUBJECT

This Board Letter requests authority for the District Attorney's Office to accept grant funds from the California Office of Traffic Safety (OTS) for a one-year period running from October 1, 2021 through September 30, 2022. Applicants are required to submit necessary assurances and documentation with their grant application. In addition, approval of the appropriation adjustment and authorization to enter into a sole source on-call DUI blood draw service contract is requested.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles (County), to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program, Assistance Listing Number 20.616, grant award number DI22004, governed by the Code of Federal Regulations (2 CFR 200), in the amount of \$1,559,350, for a one-year period of October 1, 2021 to September 30, 2022. There is no required County match for this grant.
2. Authorize the DA or his designee, on behalf of the County, to serve as Project Director and sign and approve any revisions, amendments or extensions to the OTS grant contract that do not increase the Net County Cost of the Project.

3. Authorize the DA to continue the program for on-call blood draw services for the detection of impairing substances in DUI investigations and delegate authority to the DA, or designee, to enter into a sole source agreement, substantially similar to Exhibit I with Vital Medical Services for these services, in an amount not to exceed \$100,000 for an initial term of one year with two-one year extension options and six month-to-month extensions for a maximum total Contract term of three years and 6 months contingent upon future grant funding availability, approve any revisions, modifications, change notices pursuant to the contract provisions, execute amendments or extensions, and terminate for convenience of said agreement as necessary.
4. Approve the attached appropriation adjustment in the amount of \$253,000 to allocate funding for the program which includes funding for salaries and employee benefits of one Deputy District Attorney (DDA) IV, three DDA IIIs and one District Attorney Senior Investigator for FY 2021-22 in order to align the DA's budget with the full amount awarded for the program.

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 (HSP) identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. Finally, available funds are allocated to state and 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-Alcohol and DUI-Drug training 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 (DREs). These efforts will serve to increase traffic safety in Los Angeles County.

In Los Angeles County, the number of DUI-Drug cases presented to the DA for filing consideration increased between 2017 and 2019 (848 in 2017 versus 1,132 in 2019), as did the number of DUI drug-alcohol combination cases (151 cases in 2017 compared to 341 cases in 2019). In 2020, the Covid-19 global pandemic (Covid) resulted in a 15

percent reduction in the number of cases law enforcement presented for filing (188,189 cases presented for filing county-wide in 2019 compared to 164,085 presented in 2020). Even with this substantial decrease in the total number of cases being presented county-wide in 2020, a noticeable upward trend emerged in the number of the following DUID related cases presented for filing: DUID cases which caused injury (82 in 2018, 108 in 2019, and 110 in 2020); DUI cases involving a combination of drugs and alcohol (DUI Combo) resulting in injury (27 in 2019 and 32 in 2020); and DUID cases committed by drug addicts (16 in 2019 and 23 in 2020). This escalation in DUI Drug cases appears to be consistent with the findings of an October 2018 report from the Insurance Institute for Highway Safety, which determined that police-reported crash rates increased in Colorado, Washington, and Oregon after recreational marijuana was legalized there. The state of Colorado also reported a 300% spike in polysubstance (more than one drug) impaired driving cases between 2013 and 2016 with alcohol and Tetrahydrocannabinol (THC), the principal psychoactive component of cannabis, being the most common combination (Denver Police Department). In 2016, the state of Washington reported twice as many poly-drug drivers than alcohol-only drivers and five times more than THC-only drivers (Washington Traffic Safety Commission). Marijuana-related traffic deaths increased 66% in the four-year average (2013-2016) since Colorado legalized recreational marijuana compared to the four-year average (2009-2012) prior to legalization. During the same time period, all traffic deaths increased 16%. In 2009, 9% of traffic fatalities involved drivers who tested positive for marijuana. By 2016, that number more than doubled to 21% (Rocky Mountain High Intensity Drug Trafficking Area (2017)).

This also appears to be consistent with the findings of the National Highway Traffic Safety Administration's most recent report, which found that in 2017, 46% of fatally injured drivers, with known test results, tested positive for drugs, up from 28% in 2007.

The DA's plan to develop expertise and train prosecutors on topics specific to DUI-Alcohol and DUI-Drug (DUI-D) cases has been approved for grant funding from the OTS. The DA also seeks approval to continue the program for on-call blood draw services, funded entirely by the OTS grant, to detect impairing substances in DUI-Alcohol, DUID-D, and DUI-Combination (alcohol and drugs) incidents. Initially, the Board approved a pilot program for on-call blood draw services and then extended the program. The program is currently in operation through a sole source contract with Vital Medical Services, a company that provides on-call licensed nurses and phlebotomists to conduct medically approved, blood draw services throughout the County. Approval by the Board to continue this program would allow the DA to gather sufficient data to determine the feasibility of a long-term on-call blood draw service.

Board approval is required to accept grant funds and satisfy County and State requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The total funding awarded from OTS is \$1,559,350 for a one-year period, October 1, 2021 to September 30, 2022, which includes the allocation of funds for 50 percent of the salary and employee benefits for one (1) District Attorney Senior Investigator. The pro-rated grant award amount for the County FY is \$1,548,887.50. In addition, approval of appropriation adjustment in the amount of \$253,000 is requested to align the DA's budget with the grant award. This amount represents the difference between the pro-rated FY 2021-22 grant award amount of \$1,548,887.50 and the \$1,296,000 which was included in the DA's FY 2021-22 Supplemental Budget.

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 the department or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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, especially given the increase in the number of DUI-Alcohol and DUI-Drug offenses in Los Angeles County since the passage of Proposition 64, entitled the "Adult Use of Marijuana Act" (AUMA).

According to the 2013-2014 National Highway Traffic Safety Administration (NHTSA) National Roadside Survey (NRS), more than 20 percent of weekend, nighttime drivers tested positive for illegal, prescription, or over-the-counter drugs. More than 15 percent tested positive for illicit drugs. More than 12 percent tested positive for THC, the primary psychoactive substance in cannabis, a 48 percent increase from the 8 percent reported in the 2007 NRS.

An additional 2009 NHTSA national study tested fatally injured drivers and found that 18 percent tested positive for at least one illicit, prescription, or over-the-counter drug. This is an increase from a 2005 NHTSA study that found that 13 percent of fatally injured drivers tested positive for at least one drug type. The study also found that 23 percent of California's 1,678 fatally injured drivers in 2009 tested positive for drugs. The 2012 California Statewide Roadside Survey found that 14 percent of weekend nighttime drivers tested positive for drugs that can impair driving, while 7.3 percent tested positive for alcohol. The survey found that 7.4 percent of weekend nighttime drivers tested positive for THC, which was found to be the most prevalent drug in the survey.

DUI-D cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment, and the chemical tests performed to determine if someone is under the influence of a drug, are in addition to or different from the tests utilized in the standard evaluations applicable to alcohol impairment. This grant funding allows a specialized team of deputy district attorneys (DDAs) to continue to train other DDAs and law enforcement agencies on the issues related to DUI-D cases.

In addition, the OTS grant will provide funding to continue the program for as-needed, on-call blood draw services. 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 some 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 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. As the grant funds for the program are not to exceed \$100,000, the program for blood-draw services will last until the funds allotted are expended, or until September 30, 2021, whichever comes first.

The District Attorney provided notice through a memorandum addressed to the Board dated August 31, 2021 of the intent of the department to enter into negotiations for a sole source contract with Vital Medical Services.

The continuation of the program will only require services on a part-time and intermittent basis, and therefore, the sole source contract is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

The County is receiving funds (from a higher level of government) for continued on-call blood draw services and therefore meets the exception criteria under Board Policy 5,015, Timely Submission of Contract for Board Approval. The Department is responsible for taking appropriate action to ensure that contracts do not become retroactive, and to initiate the contracting process with sufficient time to ensure the continuation of services. In this instance, the late submission was due to high staff turnover. Appropriate corrective actions are in progress including filling staffing gaps and reviewing internal procedures and processes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program proposes the dedication of 50 percent of an existing 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.

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. Melanie Rubio, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Rubio at (213) 257-2803.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

The Honorable Board of Supervisors
November 2, 2021
Page 7

mr

Attachments

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	DI22004	N/A

Total Amount of Grant Funding:	\$1,559,350	County Match:	\$0
Grant Period	Begin Date: October 1, 2021	End Date: September 30, 2022	
Number of Personnel Hired Under This Grant:	Full Time: 4	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

9-1-24

SOLE SOURCE CHECKLIST

Department Name: District Attorney















New Sole Source Contract



Existing Sole Source Contract

Date Sole Source Contract Approved: _____

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

Sheila Williams

Chief Executive Office

October 7, 2021

Date

PINK(1)

BA FORM 05142019

BOARD OF SUPERVISORS
OFFICIAL COPY

August 24, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF DISTRICT ATTORNEY'S OFFICE

AUDITOR-CONTROLLER:

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

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2021-22****4 - VOTES****SOURCES****USES**

DISTRICT ATTORNEY
A01-DA-90-9031-14030
FEDERAL GRANTS
INCREASE REVENUE

253,000

DISTRICT ATTORNEY
A01-DA-1000-14030
SALARIES & EMPLOYEE BENEFITS
INCREASE APPROPRIATION

253,000**SOURCES TOTAL****\$ 253,000****USES TOTAL****\$ 253,000****JUSTIFICATION**

The appropriation adjustment reflects an additional federal grant award from the Office of Traffic Safety for the Alcohol and Drug Impaired Driver Vertical Prosecution Program. The appropriation is necessary to align the District Attorney's budget with the full amount awarded to the program.

Michael Au-Yeung

8-26-21

AUTHORIZED SIGNATURE

Michael Au-Yeung, Chief of Budget & Fiscal

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

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---☐ ACTION☒ RECOMMENDATION☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY

Loufan

CHIEF EXECUTIVE OFFICER

BY

Rene C.
Phillips

B.A. NO. 026

DATE

Aug. 26, 2021

DATE

Digitally signed by Rene
C. Phillips
Date: 2021.10.07 16:16:30
-07'00'



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

August 31, 2021

TO: Each Supervisor

FROM: George Gascón
District Attorney

SUBJECT: ADVANCE NOTIFICATION OF INTENT TO ENTER INTO A SOLE
SOURCE CONTRACT NEGOTIATIONS WITH VITAL MEDICAL
SERVICES FOR THE CONTINUATION OF AN ON-CALL BLOOD DRAW
PROGRAM FUNDED BY A GRANT FROM THE OFFICE OF TRAFFIC
SAFETY

In accordance with revised Board Policy Number 5.100, Sole Source Contracts, this correspondence provides notification to the Board that the District Attorney's Office (DA) intends to begin sole source contract negotiations with Vital Medical Services (VMS) for the continuation of an on-call blood draw program funded by a grant from the California Office of Traffic Safety (OTS).

On March 9, 2021, this Board authorized the DA to accept federal grant funds from the OTS for the Alcohol and Drug Impaired Driver Vertical Prosecution Program for a one-year period of October 1, 2020 to September 30, 2021. The purpose of the OTS grant is to have a specialized team of Deputy District Attorneys (DDA) continue the process of providing significantly improved DUI-Alcohol and DUI- Drug training 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 (DREs), thereby increasing traffic safety in Los Angeles County. In addition, this Board authorized the DA to continue a program for on-call blood draw services, funded entirely by the OTS grant, to detect impairing substances in DUI investigations by entering into a sole source contract with VMS. The current sole service contract with VMS is scheduled to terminate effective September 30, 2021.

The District Attorney's Office intends to request authorization from this Board to accept grant funds from OTS in an upcoming Board Letter for a one-year period running from October 1, 2021 through September 30, 2022, which will include a request to enter into a new sole source contract with VMS for on-call DUI blood draw service contract. This new sole service contract will align with the request for OTS grant funds for the period of October 1, 2021 through September 30, 2022 with the option to extend the contract contingent upon future grant funding and ensure continuity of the on-call blood draw services for the detection of impairing substances in DUI investigations. These services will not exceed \$100,000.

BACKGROUND

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 (HSP) identifying the key highway safety problems in the state and the most effective countermeasures to address them. OTS then solicits proposals statewide to address the identified problems. Finally, available funds are allocated to state and local governmental agencies to implement traffic safety programs and grants.

The OTS has approved grant funding for the DA's proposals in past years to develop expertise and train prosecutors on topics specific to DUI-Alcohol and DUI-Drug (DUI-D) cases. This federal Fiscal Year, the \$1,559,350 in grant funding includes \$100,000 specifically set aside for the continuation of an on-call blood draw program to detect impairing substances in DUI-Alcohol, DUID-D, and DUI-Combination (alcohol and drugs) incidents.

On March 19, 2019, the Board approved the initiation of a pilot program for on-call blood draw services, and later extended the program on December 17, 2019. On-call blood draw services provided by VMS began on June 1, 2019, however the program ended and was not in effect for a period of time. Approval by the Board to enter into sole source contract negotiations and continue this program with VMS would allow the DA to gather sufficient data to determine the feasibility of a long-term on-call blood draw service.

On March 9, 2021, the Board authorized the DA to enter into a sole source contract with VMS for on-call blood draw services for the detection of impairing substances in DUI investigations for the period of October 1, 2020 through September 30, 2021. This contract terminates on September 30, 2021.

FUNDING

The funding awarded from OTS for the on-call blood draw program is \$100,000 for a one-year period, October 1, 2021 to September 30, 2022. Grant funds for the program are not to exceed \$100,000 for the term of the contract. . There is no Net County Cost associated with this program.

JUSTIFICATION

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, given the increase in the number of DUI-Alcohol and DUI-Drug offenses in Los Angeles County since the passage of Proposition 64, entitled the "Adult Use of Marijuana Act" (AUMA).

According to the 2013-2014 National Highway Traffic Safety Administration (NHTSA) National Roadside Survey (NRS), more than 20 percent of weekend, nighttime drivers tested positive for illegal, prescription, or over-the-counter drugs. More than 15 percent tested positive for illicit drugs. More than 12 percent tested positive for THC, the primary psychoactive substance in cannabis, a 48 percent increase from the 8 percent reported in the 2007 NRS.

An additional 2009 NHTSA national study tested fatally injured drivers and found that 18 percent tested positive for at least one illicit, prescription, or over-the-counter drug. This is an increase from a 2005 NHTSA study that found that 13 percent of fatally injured drivers tested positive for at least one drug type. The study also found that 23 percent of California's 1,678 fatally injured drivers in 2009 tested positive for drugs. The 2012 California Statewide Roadside Survey found that 14 percent of weekend nighttime drivers tested positive for drugs that can impair driving, while 7.3 percent tested positive for alcohol. The survey found that 7.4 percent of weekend nighttime drivers tested positive for THC, which was found to be the most prevalent drug in the survey.

DUI-D cases involve issues that do not directly overlap with driving under the influence of alcohol cases. The observational tests to detect the physical symptoms of drug impairment, and the chemical tests performed to determine if someone is under the influence of a drug, are in addition to or different from the tests from the standard evaluations applicable to alcohol impairment.

The OTS grant will provide funding to continue the program for as-needed, on-call blood draw services. 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 some 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 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.

CONCLUSION

Pursuant to Board Policy, the DA will engage in sole source contract negotiations with VMS for the continued provision of as-needed, on-call blood draw services in four weeks, unless otherwise instructed by the Board. We will return to your Board for approval of the final negotiated sole source contract. Should you have any questions concerning this matter, please contact me or your staff may contact Melanie Rubio, Grants and Contracts Analyst, Bureau of Administrative Services at 213-257-2803.

SW:DJ:TS:MR

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller

1. GRANT TITLE Alcohol and Drug Impaired Driver Vertical Prosecution Program			
2. NAME OF AGENCY Los Angeles County		3. Grant Period From: 10/01/2021 To: 09/30/2022	
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: \$1,559,350.00			
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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>			
8. Approval Signatures			
A. GRANT DIRECTOR NAME: Lori Dery TITLE: Head Deputy District Attorney EMAIL: ldery@da.lacounty.gov PHONE: (213) 974-6757 ADDRESS: 211 West Temple Street Suite 1180 Los Angeles, CA 90012 <div style="text-align: right; margin-right: 50px;"> _____ (Signature) (Date) </div>		B. AUTHORIZING OFFICIAL NAME: George Gascón TITLE: District Attorney EMAIL: ggasccon@da.lacounty.gov PHONE: (213) 974-3500 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012 <div style="text-align: right; margin-right: 50px;"> _____ (Signature) (Date) </div>	
C. FISCAL OFFICIAL NAME: Michael Au-Yeung TITLE: Chief, Budget & Fiscal Services Division EMAIL: mau-yeung@da.lacounty.gov PHONE: (213) 257-2832 ADDRESS: 211 West Temple Street Suite 1200 Los Angeles, CA 90012 <div style="text-align: right; margin-right: 50px;"> _____ (Signature) (Date) </div>		D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY NAME: Barbara Rooney TITLE: Director EMAIL: barbara.rooney@ots.ca.gov PHONE: (916) 509-3030 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 <div style="text-align: right; margin-right: 50px;"> _____ (Signature) (Date) </div>	

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu</p> <p>ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p>	<p>9. SAM INFORMATION</p> <p>SAM #: HQKJLGBSMBL5</p> <p>REGISTERED</p> <p>ADDRESS: 210 W. TEMPLE ST., FL. 9</p> <p>CITY: Los Angeles</p> <p>ZIP+4: 90012-3210</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		\$1,559,350.00
				AMOUNT ENCUMBERED BY THIS DOCUMENT		\$1,559,350.00
<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		\$1,559,350.00
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			

1. PROBLEM STATEMENT

The Los Angeles County District Attorney's Office (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 Deputy District Attorneys (DDAs) employed by LADA. Driving Under the Influence of Alcohol (DUI-Alcohol) and Driving Under the Influence of Drug(s) (DUID) offenses represent a continuing threat to Los Angeles County. Given the passage of Proposition 64 and the national trend of increased DUID collisions and fatalities in states where drugs, including marijuana, have been legalized, the Los Angeles County law enforcement community has seen DUID instances increase and expects the danger to continue to increase over the next several years. Recent statistics from the LADA support this widely-held view. The COVID-19 global pandemic resulted in a 15 percent reduction in the number of cases law enforcement presented for filing in 2020 (188,189 cases presented for filing county-wide in 2019 compared to 164,085 presented in 2020). Even with this substantial decrease in total number of cases being presented county-wide in 2020, a noticeable upward trend emerged in the number of the following DUID related cases presented for filing: DUID cases which caused injury (82 in 2018, 108 in 2019, and 110 in 2020); DUI cases involving a combination of drugs and alcohol (DUI Combo) resulting in injury (27 in 2019 and 32 in 2020); and DUID cases committed by drug addicts (16 in 2019 and 23 in 2020).

Based on a Fiscal Year (FY) 2017 grant from the Office of Traffic Safety (OTS), LADA created the DUI Training and Prosecution Section (DTAPS). One of the main goals of DTAPS has been to implement comprehensive, standardized training for DDAs and law enforcement on DUI-Alcohol and DUID cases. Since its inception, DTAPS has made great strides to improve the DUI training received by LADA prosecutors and to implement a training program for the Office's newly-hired DDAs, as well as paid summer and post-bar exam certified law clerks.

All newly-hired DDAs receive immersive training for several days during a six-month period on effective strategies for prosecuting DUI-Alcohol and DUID cases. This includes having DDAs administer Standardized Field Sobriety Tests (SFSTs) in a wet-lab setting and under the supervision of veteran, certified Drug Recognition Experts (DREs). During the same training, DDAs conduct mock direct examinations of officers and crime lab analysts, who also provide 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 Orange County and Los Angeles County Crime Labs. The training focuses on the difference between DUI-Alcohol and DUID cases, and how best to utilize the available facts and results, such as SFSTs, DRE investigation, and quantitative results.

DTAPS also trains paid certified law clerks, both during the summer and after the bar exam, who work in various assignments throughout the County. These law clerks are trained in many of the same subject matter areas as the 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 the office's law clerks, DTAPS is able to provide the clerks with the foundation for some general DUI-Alcohol and DUID concepts as they are poised to embark on legal careers.

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 are always available to the approximately 1,000 DDAs in the LADA to answer questions and address issues in DUI cases and often are assisting DDAs in court as well. DTAPS provides assistance to senior DDAs who review, file, and prosecute some of the most serious DUI-related fatalities.

Not only does DTAPS educate prosecutors inside and outside the LADA, but the DDAs in DTAPS have working relationships with nearly all of the more than 100 law enforcement agencies within Los Angeles County. DTAPS receives frequent requests to train DUI law enforcement officers on all aspects of 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 these cases for filing and court.

The DTAPS training for prosecutors and law enforcement has been consolidated and is no longer provided as separate presentations. Due to COVID-19, the lawyers in DTAPS now present both live virtual trainings and recorded trainings for future viewings. These trainings cover a wide variety of topics from the perspective of both a prosecutor and a law enforcement officer. By having prosecutors and law enforcement participate in and view the same trainings, 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 the County, and the number of offices in the LADA.

DTAPS continues to work with a group of Los Angeles County Superior Court judges to standardize McNeely Warrants, the mechanism for obtaining blood from drivers suspected of operating motor vehicles while under the influence of alcohol and/or drugs. This ongoing working relationship with the judges has streamlined the warrant process for DUI investigations, thereby ensuring an expedited process by which blood is obtained and increasing the likelihood of detecting any impairing substance in the blood.

DTAPS continues its collaboration with the California Traffic Safety Resource Prosecutor Training Network (TSRP). DTAPS has taught a portion of Traffic Colleges (both North and South) in 2018, 2019, and in 2020. The lawyers in DTAPS look forward to teaching at the TSRP Traffic College again in 2021.

Based on a separate FY 2017 OTS Grant, the Los Angeles County Sheriff's Department - Scientific Services Bureau (LASD-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. LADA partnered with LASD-SSB in an attempt to utilize LCMS testing in analyzing blood samples for individuals who may have been DUID-marijuana. Due to unforeseen delays, the delta-9 THC testing was not made available by LASD-SSB until recently. During the three years when testing was unavailable, training provided by DTAPS allowed LADA DDAs to continue to review, file, and prosecute DUID-marijuana cases, even without the benefit of quantitative results for delta-9 THC. Now that testing has become available and the quantitative results are ready for use, DTAPS has publicized the availability of this tool. DTAPS has begun to train the law enforcement community on the utilization of these testing results and how the results benefit the investigations of DUID-marijuana cases.

LASD-SSB continues to collaborate with DTAPS 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. DDAs will have a better understanding of LASD-SSB's analytical results, which will increase the effectiveness of the presentations of this evidence to a jury.

DTAPS has worked, and continues to work, with multiple law enforcement agencies within Los Angeles County 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 had outdated verbiage, or language that had been deemed legally deficient, contained in the reports that arresting officers use when making DUI and DRE related arrests. DTAPS worked with the agencies to update and correct these issues. DTAPS has also been advocating for these agencies to add Watson advisements to DUI-related arrest reports. Many agencies have adopted this recommendation, thereby assisting prosecutors in deciding whether a DUI vehicular homicide would be more appropriately filed as a Watson murder and, in some cases, making it easier to prove the necessary element of knowledge.

In January 2017, DTAPS established a rollout program for DUID fatality cases. DUID cases involving a homicide or grave injury are screened by and, where appropriate, vertically prosecuted by DTAPS DDAs. DTAPS provides consultation and support for DDAs handling DUI-Alcohol/DUID homicide cases not vertically prosecuted by DTAPS.

DTAPS has been working with many law enforcement agencies to encourage officers to complete DRE training or obtain re-certification to address the critical shortage of qualified officers in Los Angeles County. DTAPS has made presentations on this critical need to different agencies and organizations in Los Angeles County, including the Office of Cannabis Management, the Civil Grand Jury, and the County Prosecutors' Association. DTAPS has partnered with the California Highway Patrol (CHP) Statewide DRE Coordinator to inform agencies that reimbursement for DRE school is available. DTAPS also has provided report writing and courtroom testimony training at various SFST, Advanced Roadside Impairment Driving Enforcement (ARIDE), and DRE schools.

As part of a FY 2020 grant award, OTS funded a part-time LADA Investigator to join DTAPS as a DRE. 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 recertified as a DRE and has become available to all LADA DDAs for DRE-related issues. The DAI-DRE has been consulting on cases, participating in DTAPS trainings, and testifying as a DRE in court. Since many agencies do not have certified DREs, the availability of a DRE in DTAPS has allowed DDAs in LADA to consult with the DRE in advance of filing cases and through trial preparation. The DTAPS DRE has also made himself available to serve as an Investigating Officer and as an expert consultant to assist the trial deputies with the cross-examination of expert witnesses. The DAI-DRE has been an invaluable resource to DTAPS and an outstanding asset to the trial DDAs.

The DAI-DRE has also been an active partner in conducting prosecution and law enforcement trainings and has encouraged more officers to attend the DRE course when the DAI-DRE has attended law enforcement agency briefings. The DAI-DRE serves as a regional resource on case evaluations for instances in which no DRE was available to work on the initial investigation.

Based on a 2019 OTS grant, DTAPS was awarded funding to initiate a pilot program for an on-call nurse through a private medical service to draw blood in suspected DUI cases in which blood cannot be drawn at a hospital. Sometimes the nearest hospital is simply too far away from where the suspected DUI occurred. Sometimes the nearest hospital is unable to assign resources away from the treatment of COVID patients to perform a blood draw. Also, given the change in the law regarding implied consent, a suspect's refusal to supply a blood sample in DUI investigations occurs regularly, and blood draws at a hospital are sought more often. The inability or refusal of some hospitals to 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 have to travel to another hospital, the delay impedes the ability to find traceable alcohol and/or narcotics 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 FY 2021 OTS grant period, LADA asked for and was granted \$100,000 for the on-call nurse 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. The program has been so successful that in each of the first two years in existence, the entire amount of money devoted to the on-call nurse program has been exhausted in a matter of months. Due to the size of the County, the number of law enforcement agencies working in the County, and the growing number of drivers arrested every year for DUI-related offenses, the amount of the initial grant was increased to \$100,000 to meet these needs. The additional funds granted 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. This need for additional funds is magnified by the growing number of hospitals unable to assist law enforcement with blood draws due to the large number of patients who have been hospitalized during the COVID pandemic.

A new grant award from OTS would allow DTAPS to continue this process of providing significantly improved DUI-Alcohol and DUID training to prosecutors and law enforcement agencies, as well as allowing DTAPS to continue its work in increasing the number of DREs. These efforts will significantly strengthen the detection, arrest, criminal filings, and successful prosecutions of DUI-Alcohol and DUID offenders, and thereby serve to increase traffic safety in Los Angeles County.

2. PERFORMANCE MEASURES

A. Goals:

<ol style="list-style-type: none"> 1. Improve the prosecution knowledge and expertise of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases. 2. Increase the number of DUI Alcohol, DUI Drug and DUI Alcohol/Drug Combination cases filed and prosecuted. 	
B. Objectives: <ol style="list-style-type: none"> 1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press 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 14 days prior to the issuance date of the release. 	Target Number 1
<ol style="list-style-type: none"> 2. 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
<ol style="list-style-type: none"> 3. 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
<ol style="list-style-type: none"> 4. 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. 	1
<ol style="list-style-type: none"> 5. 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
<ol style="list-style-type: none"> 6. Send the funded prosecutor(s) to trainings/meetings sponsored by OTS and/or the California Traffic Safety Resource Prosecutor Training Network. 	1
<ol style="list-style-type: none"> 7. Coordinate and host four regional roundtable law enforcement meetings (one each quarter, with telephone or internet conference capabilities) 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
<ol style="list-style-type: none"> 8. 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
<ol style="list-style-type: none"> 9. Participate in at least one DUI saturation ride-along and attend/observe at least one DUI checkpoint. Note: The funded vertical prosecutor(s) and investigator should participate within the first quarter of the grant. Saturation patrol ride-along and checkpoint observation may be combined into one evening. 	1
<ol style="list-style-type: none"> 10. 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. 	1
<ol style="list-style-type: none"> 11. Continue the DUI Training and Prosecution Section (DTAPS). The program will continue to train all newly hired and continuously employed DDAs regarding the handling and prosecution of DUI-Alcohol, DUID, and DUI-Combination cases. The program will also work with law enforcement to train officers on all DUI related matters (investigation, case law, courtroom testimony) and work with them to increase the number of DREs. The individual(s) will be dedicated solely to this assignment allowing them to gain expertise in the investigation and prosecution of DUI-Alcohol and DUID cases. While employed by the District Attorney's Office, the individual(s) in the grant-funded position(s) should remain the same throughout the term of the grant. 	
3. METHOD OF PROCEDURE	
A. Phase 1 – Program Preparation (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 Roundtable Meetings (one each quarter with telephone 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 project.
- 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. Media Requirements
- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- 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:
 - 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 law enforcement personnel, TSRP and OTS Coordinator.
 - 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.
 - g) Send the funded vertical prosecutor(s) and investigator to the NHTSA "Advanced Roadside Impaired Driving Enforcement" (ARIDE) 16 hour POST-Certified training, if not already trained. Note: The funded vertical prosecutor(s) and investigator(s) should achieve this objective within the first quarter of the grant.

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 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.
- 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 Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press 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 coordinator when any material is

distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.

- 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 to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press 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 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 Coordinator with 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. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- 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 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 your OTS 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 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 press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS 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 invoice claims (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-22	20.616	Impaired Driving Countermeasures	\$1,559,350.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				
Deputy District Attorney IV	405d AL-22	\$98.75	2,080	\$205,400.00
Benefits - DDA IV	405d AL-22	\$205,400.00	1	\$129,895.00
Deputy District Attorney III	405d AL-22	\$83.51	2,080	\$173,701.00
Benefits - DDA III	405d AL-22	\$173,701.00	1	\$109,849.00
Deputy District Attorney III	405d AL-22	\$83.51	2,080	\$173,701.00
Benefits - DDA III	405d AL-22	\$173,701.00	1	\$109,849.00
Deputy District Attorney III	405d AL-22	\$83.51	2,080	\$173,701.00
Benefits - DDA III	405d AL-22	\$173,701.00	1	\$109,849.00
Senior Investigator	405d AL-22	\$73.82	1,040	\$76,773.00
Benefits - DAI	405d AL-22	\$76,773.00	1	\$48,551.00
DAI Equipment/Educational Bonus	405d AL-22	\$2,000.00	1	\$2,000.00
DAI - Uniform Allowance	405d AL-22	\$875.00	1	\$875.00
DAI - Shooting Bonus	405d AL-22	\$192.00	1	\$192.00
Category Sub-Total				\$1,314,336.00
B. TRAVEL EXPENSES				
In State Travel	405d AL-22	\$7,910.00	1	\$7,910.00
				\$0.00
Category Sub-Total				\$7,910.00
C. CONTRACTUAL SERVICES				
Phlebotomist	405d AL-22	\$100,000.00	1	\$100,000.00
Category Sub-Total				\$100,000.00
D. EQUIPMENT				
				\$0.00

Category Sub-Total				\$0.00
E. OTHER DIRECT COSTS				
Bar Dues	405d AL-22	\$1,988.00	1	\$1,988.00
CDAA Membership Dues	405d AL-22	\$720.00	1	\$720.00
Tablet or Laptop Computer	405d AL-22	\$2,800.00	1	\$2,800.00
External Monitors	405d AL-22	\$350.00	4	\$1,400.00
Category Sub-Total				\$6,908.00
F. INDIRECT COSTS				
Indirect Cost	405d AL-22		1	\$130,196.00
Category Sub-Total				\$130,196.00
GRANT TOTAL				\$1,559,350.00

BUDGET NARRATIVE

PERSONNEL COSTS

Deputy District Attorney IV - 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.

1 x \$98.75/hr x 2080 hrs

Benefits - DDA IV - TOTAL BENEFIT RATE: 73.843%

Dental Insurance 0.381%

Health Insurance 18.157%

Life Insurance 6.25%

Long Term Disability 1.173%

Medicare 1.45%

Retirement 27.42%

State Disability/SDI 0.311%

Unemployment Insurance 0.008%

Workers Compensation 1.689%

Flex/Mega Flex 17%

****Benefit breakdown percentage (73.843%) does not match budgeted amount (63.24%). New rates are imminent and grantee will advise us of the new rates at that time.**

Deputy District Attorney III - 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.

1 x \$83.51/hr x 2080 hrs

Benefits - DDA III - TOTAL BENEFIT RATE: 73.843%

Dental Insurance 0.381%

Health Insurance 18.157%

Life Insurance 6.25%

Long Term Disability 1.173%

Medicare 1.45%

Retirement 27.42%

State Disability/SDI 0.311%

Unemployment Insurance 0.008%

Workers Compensation 1.689%

Flex/Mega Flex 17%

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1 x \$83.51/hr x 2080 hrs

Benefits - DDA III - TOTAL BENEFIT RATE: 73.843%

Dental Insurance 0.381%

Health Insurance 18.157%

Life Insurance 6.25%

Long Term Disability 1.173%

Medicare 1.45%

Retirement 27.42%

State Disability/SDI 0.311%

Unemployment Insurance 0.008%

Workers Compensation 1.689%

Flex/Mega Flex 17%

**Benefit breakdown percentage (73.843%) does not match budgeted amount (63.24%). New rates are imminent and grantee will advise us of the new rates at that time.

Senior Investigator - Hours used to consult and offer assistance on all DUID related issues, including, but not limited to: reviewing police reports; responding to the scene of a traffic fatality; offering strategies in prosecutions and case presentations; and being available to testify as an expert in court. Additionally, the Senior Investigator will serve as an instructor and training resource on all DRE related issues to local law enforcement agencies and prosecutors in the county.

1 x \$73.82/hr x 1040 hrs

Benefits - DAI - TOTAL BENEFIT RATE: 73.843%

Dental Insurance 0.381%

Health Insurance 18.157%

Life Insurance 6.25%

Long Term Disability 1.173%

Medicare 1.45%

Retirement 27.42%

State Disability/SDI 0.311%

Unemployment Insurance 0.008%

Workers Compensation 1.689%

Flex/Mega Flex 17%

**Benefit breakdown percentage (73.843%) does not match budgeted amount (63.24%). New rates are imminent and grantee will advise us of the new rates at that time.

DAI Equipment/Educational Bonus - Senior Investigator Equipment/Educational Bonus
DAI - Uniform Allowance - Senior Investigator Uniform Allowance
DAI - Shooting Bonus - Senior Investigator Shooting Bonus
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. Anticipated travel may include (enter other known conferences or required events). 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 from suspected DUI drivers on scene as evidence in support of DUI convictions in a court of law.
EQUIPMENT -
OTHER DIRECT COSTS Bar Dues - Bar Dues for 1 DDA IV and 3 DDA IIIs at \$497 per employee CDAA Membership Dues - CDAA Membership Dues for 4 DDAs at \$180 each Tablet or Laptop Computer - For use in tracking or conducting grant activities and producing required reports. External Monitors - Funds provided for the purchase of 4 external monitors to be used with grant funded laptops for preparing visual aids used in training. In addition, the monitors will be used to edit surveillance videos for DUI trial purposes.
INDIRECT COSTS Indirect Cost - 10% of Salaries - Indirect Cost
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.

CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 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 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) and 49 CFR part 21;
- **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;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Subgrantee-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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-award 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 in to. 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 ACT

(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.

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.



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

DISTRICT ATTORNEY'S OFFICE

AND

VITAL MEDICAL SERVICES, LLC

FOR

ON-CALL BLOOD DRAW SERVICES

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**CONTRACT PROVISIONS
EXHIBITS SUMMARY**

STANDARD EXHIBITS

- A Statement of Work
- B Pricing Schedule
- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**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 this 1st day of September, 2021 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 700 North Brand Boulevard, Suite 220, Glendale, CA 91203-3235.

RECITALS

WHEREAS, the COUNTY, through the District Attorney’s Office with the Board of Supervisors delegated authority under Government Code Section 23005, may contract with private businesses for SERVICES when certain requirements are met under Government Code Section 31000; and

WHEREAS, the CONTRACTOR is a private firm specializing in providing on-call blood draw SERVICES; and

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

1 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this CONTRACT. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base CONTRACT and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the CONTRACT and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

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

2 DEFINITIONS

2.1 Standard Definitions:

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

- 2.1.1.1 **Contract:** This agreement executed between COUNTY and CONTRACTOR. Included are all supplemental agreements amending or extending the service to be performed. The CONTRACT sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the COUNTY to perform or execute the work covered by this CONTRACT.
- 2.1.1.3 **Subcontract:** An agreement by the CONTRACTOR to employ a subcontractor to provide services to fulfill this CONTRACT.
- 2.1.1.4 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to CONTRACTOR in furtherance of CONTRACTOR's performance of this CONTRACT, at any tier, under oral or written agreement.
- 2.1.1.5 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this CONTRACT that cannot be resolved by the COUNTY's Project Manager.
- 2.1.1.8 **County Project Manager:** Person designated by COUNTY's Project Director to manage the operations under this CONTRACT.
- 2.1.1.9 **County Contract/Project Monitor:** Person with responsibility to oversee the day-to-day activities of this CONTRACT. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.

- 2.1.1.10 **Contractor Project Manager:** Person designated by the CONTRACTOR to administer the Contract operations under this CONTRACT.
- 2.1.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.13 **Phlebotomist:** Person can either be California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio analyst.

3 WORK

- 3.1 Pursuant to the provisions of this CONTRACT, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A - Statement of Work, and this CONTRACT as set forth in herein.
- 3.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this CONTRACT, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4 TERM OF CONTRACT

- 4.1 The term of this CONTRACT shall commence after execution by the County and shall expire September 30, 2022, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.
- 4.2 The COUNTY shall have the sole option to extend this CONTRACT term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of three (3) years and six (6) months. Each such extension option may be exercised at the sole discretion of the COUNTY or its designee as authorized or delegated by County's Board of Supervisors.
- 4.3 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.
- 4.4 The CONTRACTOR shall notify COUNTY when this CONTRACT is within six (6) months of the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 The "Contract Sum" under the Term of Contract shall be the total monetary amount payable by COUNTY to CONTRACTOR for SERVICES specified under Exhibit A - Statement of Work, which consistent with the cost listed in Exhibit B - Pricing Schedule. The Contract Sum authorized by COUNTY hereunder shall not exceed one hundred thousand dollars (\$100,000) for the Term of Contract funds.
- 5.1.2 The COUNTY'S obligation is payable only and solely from funds appropriated through the California Office of Traffic Safety, and for the purpose of this Contract. All funds are appropriated every fiscal year after approval from the Board. In the event that this Contract extends into succeeding fiscal years, and funds have not been appropriated, this Contract will automatically terminate for convenience. The County will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.
- 5.1.3 For each exercised extension, the COUNTY shall set new contract sum authorized by County's Board of Supervisors and notify the CONTRACTOR in writing.
- 5.1.4 The CONTRACTOR's fees shall remain firm and fixed prices for the Term of Contract and each subsequent extension.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

- 5.3.1 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract sum under this CONTRACT. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY at the address herein provided in Exhibit E - County's Administration.

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

- 5.4.1 The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this CONTRACT. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration-termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

5.5 Invoices and Payments

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work, and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this CONTRACT. The CONTRACTOR's payments shall be as provided in Exhibit B - Pricing Schedule, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.5.3 The CONTRACTOR's invoices shall contain the information set forth in Exhibit A - Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

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

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

5.5.6 County Approval of Invoices

All invoices submitted by the CONTRACTOR for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

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

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

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

5.7.4 At any time during the duration of the agreement/contract, a CONTRACTOR may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

- 6.2.1 The role of the County's Project Director may include:
 - 6.2.1.1 Coordinating with CONTRACTOR and ensuring CONTRACTOR's performance of the CONTRACT; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this CONTRACT be relieved, excused or limited thereby; and
 - 6.2.1.2 Upon request of the CONTRACTOR, providing direction to the CONTRACTOR, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall CONTRACTOR's obligation to fully satisfy all of the requirements of this CONTRACT be relieved, excused or limited thereby.

6.3 County's Project Manager

- 6.3.1 The role of the County's Project Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Manager on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR; however, in no event shall CONTRACTOR's obligation to fully satisfy all of the requirements of this CONTRACT be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F - Contractor's Administration. The CONTRACTOR will notify the COUNTY in writing of any change in the names or addresses shown. The CONTRACTOR shall send the COUNTY an updated Exhibit F – Contractor's Administration.

7.2 Project Manager

- 7.2.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

CONTRACT shall provide, at CONTRACTOR's expense, all staff providing SERVICES under this CONTRACT with a security identification (ID) badge including photographs and physical description of the 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 security ID 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, shall undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to perform SERVICES under this CONTRACT. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the CONTRACTOR, regardless of whether the member of CONTRACTOR's staff passes or fails the background investigation.

If a member of CONTRACTOR's staff does not pass the background investigation, COUNTY may request that the member of CONTRACTOR's staff be removed immediately from performing SERVICES under the CONTRACT. CONTRACTOR shall comply with COUNTY's request at any time during the term of the CONTRACT. COUNTY will not provide to CONTRACTOR or to CONTRACTOR's staff any information obtained through the COUNTY's background investigation.

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

7.5.3 Disqualification of any member of CONTRACTOR's staff pursuant to this Paragraph 7.5 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

7.6 Confidentiality

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

- 7.6.2 CONTRACTOR shall 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.
- 7.6.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Paragraph 7.6 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.
- 7.6.4 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing SERVICES hereunder of the confidentiality provisions of this CONTRACT.
- 7.6.5 CONTRACTOR shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.6 CONTRACTOR shall require each employee performing SERVICES covered by this CONTRACT to sign and adhere to the provisions of the "Contractor Employee Acknowledgement and Confidentiality Agreement", Exhibit G2.
- 7.6.7 CONTRACTOR shall require each non-employee performing SERVICES covered by this CONTRACT to sign and adhere to the

provisions of the "Contractor Non-Employee Acknowledgement and Confidentiality Agreement", Exhibit G3.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this CONTRACT, an amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY or its designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY or its designee.
- 8.1.3 The COUNTY, may at its sole discretion, authorizes extensions of time as defined in Paragraph 4 - Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this CONTRACT during the period of such extensions. To implement an extension of time, an Amendment to the CONTRACT shall be prepared and executed by the CONTRACTOR and by the COUNTY or its designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The CONTRACTOR shall notify the COUNTY of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying the COUNTY of pending acquisitions/mergers, then it should notify the COUNTY of the actual acquisitions/mergers as soon as the law allows and provide to the COUNTY the legal framework that restricted it from notifying the COUNTY prior to the actual acquisitions/mergers.
- 8.2.2 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall

require a written Amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegatee or assignee on any claim under this CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.3 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any person or entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the CONTRACT which may result in the termination of this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the

COUNTY reserves the right to reduce its payment obligation under this CONTRACT correspondingly for that fiscal year and any subsequent fiscal year during the term of this CONTRACT (including any extensions), and the SERVICES to be provided by the CONTRACTOR under this CONTRACT shall also be reduced correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the SERVICES set forth in this CONTRACT.

8.5 Complaints

8.5.1 The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the CONTRACT effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.5.2.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.

8.5.2.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.5.2.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this CONTRACT, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this CONTRACT are hereby incorporated herein by reference.

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

8.7 Compliance with Civil Rights Laws

8.7.1 The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000

(e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT. The CONTRACTOR shall comply with Exhibit D - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

8.8.2.2 For purposes of this paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the

contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any subcontractor to perform SERVICES for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- 8.8.2.3 If the CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "contractor" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that the CONTRACTOR demonstrate, to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
- 8.8.2.4 CONTRACTOR's violation of this paragraph of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the CONTRACT and/or bar the CONTRACTOR from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this CONTRACT. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this CONTRACT.

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

8.10.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT to perform the SERVICES set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this CONTRACT.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For

this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN-GROW participants by job category to the CONTRACTOR. CONTRACTOR shall report all job openings with job requirements to: gaingrow@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible contractor

The COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3)

committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If CONTRACTOR has been debarred for a period longer than five (5) years, CONTRACTOR may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or

management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the COUNTY.

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

business. Information and posters for printing are available at www.babysafela.org.

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The COUNTY or its agent(s) will monitor the CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such monitoring will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are significant or continuing and that may place performance of the CONTRACT in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

8.18 Counterparts and Electronic Signatures and Representations

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

The COUNTY and the CONTRACTOR hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this CONTRACT.

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this CONTRACT, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The Parties agree that COVID-19 is not a force majeure event.

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This CONTRACT is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.
- 8.22.4 The CONTRACTOR shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

- 8.24.1 Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this CONTRACT and until all of its obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this CONTRACT. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this CONTRACT. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this CONTRACT.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this CONTRACT.
- 8.24.2.2 Renewal Certificates shall be provided to COUNTY not less than ten (10) days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this

CONTRACT by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this CONTRACT. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any COUNTY required endorsement forms.

8.24.2.4 Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively COUNTY

and its Agents) shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the CONTRACT, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this CONTRACT.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this CONTRACT, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and

defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Sexual Misconduct Liability**

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

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering CONTRACTOR's liability arising from or related to this CONTRACT, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the COUNTY, or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the COUNTY, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the COUNTY, or designee, in a written notice describing the reasons for said action.
- 8.26.2 If the COUNTY, or designee, determines that there are deficiencies in the performance of this CONTRACT that the COUNTY, or designee, deems are correctable by the CONTRACTOR over a certain time span, the COUNTY, or designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the COUNTY, or designee, may: (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is two hundred dollars (\$200) per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix B (Statement of Work Exhibits) hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY

may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

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

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

8.27 Most Favored Public Entity

8.27.1 If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to the COUNTY.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment

or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.
- 8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this CONTRACT, the COUNTY shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this CONTRACT.

8.29 Non Exclusivity

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

8.30 Notice of Delays

- 8.30.1 Except as otherwise provided under this CONTRACT, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

- 8.31.1 The CONTRACTOR shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of SERVICES as stated in this CONTRACT. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the COUNTY, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

- 8.32.1 The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

- 8.34.1 All notices or demands required or permitted to be given or made under this CONTRACT shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The COUNTY or designee shall have the authority to issue all notices or demands required or permitted by the County under this CONTRACT.

8.35 Prohibition Against Inducement or Persuasion

- 8.35.1 Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this CONTRACT and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

- 8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this CONTRACT; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this CONTRACT, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and

expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The CONTRACTOR shall not disclose any details in connection with this CONTRACT to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this CONTRACT within the following conditions:

8.37.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this CONTRACT, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the County's Project Director. The COUNTY shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the

CONTRACTOR and shall be made available to the COUNTY during the term of this CONTRACT and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3 Failure on the part of the CONTRACTOR to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this CONTRACT upon which the COUNTY may terminate or suspend this CONTRACT.
- 8.38.3 If, at any time during the term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this CONTRACT or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this CONTRACT exceed the funds appropriated by the COUNTY for the purpose of this CONTRACT.

8.38.4 **Intentionally Omitted**

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this CONTRACT.
- 8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify, defend, and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing SERVICES under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.

- 8.40.6 The County's Project Director is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through SERVICES performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, CONTRACTOR shall ensure delivery of all such documents to:

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

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

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

8.42 Termination for Convenience

- 8.42.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR

specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

8.42.2.1 Stop work under this CONTRACT on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of County's Project Director:

8.43.1.1 CONTRACTOR has materially breached this CONTRACT;
or

8.43.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT; or

8.43.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this CONTRACT in whole or in part as provided in Paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem

appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this paragraph.

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

8.44 Termination for Improper Consideration

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.44.2 The CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

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

8.45.2 The rights and remedies of the COUNTY provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this CONTRACT.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time

to time, any provision of this CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.50 Warranty Against Contingent Fees

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

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

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

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

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

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

8.52.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure such default within ten (10) days of notice shall be grounds upon which COUNTY may

terminate this CONTRACT and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

CONTRACTOR acknowledges that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a CONTRACTOR or member of CONTRACTOR's staff is convicted of a human trafficking offense, the COUNTY shall require that the CONTRACTOR or member of CONTRACTOR's staff be removed immediately from performing SERVICES under the CONTRACT. COUNTY will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

CONTRACTOR shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. CONTRACTOR's violation of this paragraph of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the CONTRACT.

8.57 Compliance with the County Policy of Equity

The CONTRACTOR acknowledges that the COUNTY takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The CONTRACTOR further acknowledges that the COUNTY strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The CONTRACTOR, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the CONTRACTOR, its employees or its subcontractors to uphold the COUNTY's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the CONTRACTOR to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

IN WITNESS THEREOF, the COUNTY has caused this Contract to be executed by the District Attorney. CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES:

CONTRACTOR:

DISTRICT ATTORNEY'S OFFICE

VITAL MEDICAL SERVICES, LLC

By: _____
Name: GEORGE GASCÓN
Title: District Attorney

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy County Counsel

EXHIBIT A - STATEMENT OF WORK



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
STATEMENT OF WORK
FOR
ON-CALL BLOOD DRAW SERVICES**

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STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

- 1.1 The Los Angeles County District Attorney's Office requires a Countywide "on call" blood draw service that will respond 24 hours a day, 7 days a week, and 365 days a year on an as-needed basis. The on-call blood draw service is needed for peace officers investigating Driving Under the Influence cases (DUIs). Additionally, the persons who draw the blood must be either a California licensed physician or surgeon, California licensed registered nurse or licensed vocational nurse, duly licensed clinical laboratory scientist or clinical laboratory bio analyst, and must be available for court should there be a need for testimony about the blood draw conducted.
- 1.2 The On-Call Blood Draw Contractor (hereinafter "CONTRACTOR"), shall have employees with one of the qualifications to draw blood as listed in the above-paragraph, and in Section 2 (below), available on an as-needed basis to respond to the location in Los Angeles County of the suspect(s) in a DUI investigation.
- 1.3 If, after arrest, a Driving Under the Influence (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, a Law Enforcement Agency (LEA) may contact the CONTRACTOR to request an on-call blood draw service if there will be a delay in obtaining a blood sample. The CONTRACTOR shall determine if the cause for the delay falls into one of the following four categories:
 - 1.3.1 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
 - 1.3.2 The DUI-Drug or DUI-Combination (Drug and Alcohol) investigation is being conducted at a location where transportation of the DUI-Drug 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-Drug or DUI-Combination Suspect's driving;
 - 1.3.3 The DUI-Alcohol, DUI-Drug, or DUI-Combination Suspect has been transported to a hospital or medical facility where medical personnel

have refused to draw the DUI-Alcohol, DUI-Drug, or DUI-Combination Suspect's blood;

- 1.3.4 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 Drug 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 Los Angeles County District Attorney's Office to discuss and review the circumstances of the delay before an on-call phlebotomist responds to the LEA request.
- 1.4 At the time of the initial contact with the LEA, the CONTRACTOR shall collect and document the following information:
 - 1.4.1 The full name and employee ID number of the LEA officer contacting the CONTRACTOR;
 - 1.4.2 The LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drug, or Combination); and
 - 1.4.3 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.

2 MINIMUM REQUIREMENTS

- 2.1 The CONTRACTOR shall have a minimum of five years of working knowledge, experience, and interaction with law enforcement agencies throughout Los Angeles County, including, but not limited to, the Los Angeles Police Department, the Los Angeles County Sheriff's Department, and the California Highway Patrol.
- 2.2 The CONTRACTOR must have prior experience with, and current knowledge in the blood sample collection practices and procedures of, the Los Angeles Police Department Crime Lab, the Los Angeles County Sheriff's Department Crime Lab, Long Beach Police Department Crime Lab, and the Orange County Sheriff's Department Crime Lab.
- 2.3 The CONTRACTOR shall have agreements in place to be able to access hospitals, emergency departments, and police agencies to obtain blood samples.

- 2.4 The CONTRACTOR shall have all equipment necessary to safely perform blood withdraw samples within confined spaces, which may or may not be climate controlled.
- 2.5 The CONTRACTOR shall have staff to be able to provide services (as detailed herein) to multiple locations at any given time.
- 2.6 The CONTRACTOR has provided similar services to other municipal agencies (references required).
- 2.7 The CONTRACTOR shall have a County Vendor number.
- 2.8 The CONTRACTOR's employee who will be performing the blood draw shall:
 - 2.8.1 Hold a valid State of California Driver's License. (Provide copy);
 - 2.8.2 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 (provide copy);
 - 2.8.3 Be able to obtain from a suspect, his or her blood pressure, pulse, respirations, pulse oximetry, medication and medical history, and to be able to obtain a medical clearance prior to or after the blood draw;
 - 2.8.4 Be able to physically handle the rigors of a "moderate" class position as defined by Los Angeles County Department of Human Resources (County Definition "moderate": This class designation requires that incumbents stand or walk most of the time, with bending, stooping, squatting, twisting, reaching, working irregular surfaces, occasional lifting of objects weighing over 25 pounds, and frequent lifting of 10-25 pounds.);
 - 2.8.5 Insurance requirements – as outlined within the Special Terms & Conditions;
 - 2.8.6 Have experience testifying in a court of law.

3 GENERAL RESPONSIBILITIES

- 3.1 The CONTRACTOR shall respond to the location in Los Angeles County of the suspect(s) in a DUI investigation.

- 3.2 The CONTRACTOR must respond to notification (by telephone) within 15 minutes and provide approximate arrival time to the location in Los Angeles County where the DUI suspect is located.
- 3.3 The CONTRACTOR must respond using their own method of transportation.
- 3.4 The CONTRACTOR must arrive to a suspect's location within one half-hour (30 minutes) after being notified by telephone anywhere within Los Angeles County.
- 3.5 At the location of the suspect in a DUI investigation, the CONTRACTOR shall draw the DUI suspect's blood in a medically-approved manner, and in accordance with California Vehicle Code Section 23158.
- 3.6 The CONTRACTOR must maintain a neat and clean work area and clean up any biohazards that are a result of the blood withdrawal.
- 3.7 The CONTRACTOR shall make the specific employee, in any case where the CONTRACTOR provided on-call blood draw services, 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.
- 3.8 The CONTRACTOR shall provide courtroom testimony of the specific CONTRACTOR's employee in any given case, as needed, as to the procedures utilized and manner of the blood drawn from the DUI suspect.
- 3.9 The CONTRACTOR shall adhere to all County code, policies, procedures, and regulations.
- 3.10 The specific CONTRACTOR's employee shall discuss, as needed, the manner and method of the blood draw with the appointed representative(s) of the Los Angeles County District Attorney's Office.
- 3.11 The CONTRACTOR shall conduct her/himself in a professional manner.
- 3.12 Blood Draw reports should be completed within 14 days of the blood draw. Blood Draw reports and all other forms and reports shall be complete, thorough, and signed and dated by the CONTRACTOR.
- 3.13 The CONTRACTOR shall provide an invoice on the 1st day of each month, with billing information for the last 30 days of service that includes the following information:

- 3.13.1 The full name and employee ID number of the LEA officer contacting the CONTRACTOR;
- 3.13.2 The LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drug, 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.
- 3.14 The CONTRACTOR shall immediately notify the assigned Deputy District Attorney of any Subpoenas received by the defense for either the personal appearance of the CONTRACTOR's employee or the CONTRACTOR's records pertaining to a blood draw performed by the CONTRACTOR regarding this on-call blood draw service.

4 SPECIFIC WORK REQUIREMENTS

- 4.1 The CONTRACTOR shall perform on-call blood draw services as outlined above and collect the following information from each DUI Suspect:
 - 4.1.1 The sex, age, height, weight, and vital statistics.
 - 4.1.2 The blood pressure, pulse, respirations, pulse oximetry, medication and medical history, and medical clearance prior to or after the blood draw
 - 4.1.3 Prepare, correct, and sign and date a blood draw report for each blood draw conducted.
 - 4.1.4 The CONTRACTOR may be required 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.
 - 4.1.5 Consult with medical staff, law enforcement agencies, the Deputy District Attorney, and/or other officials as needed.

5 OTHER DUTIES

- 5.1 The following activities and duties, in addition to those described above, may also be required of the CONTRACTOR.
 - 5.1.1 Consultation with representatives of law enforcement, District Attorney staff and other specialists and officials as required by the District Attorney's Office.

6 DISTRICT ATTORNEY RULES, REGULATION AND PROCEDURES

- 6.1 During the time that the CONTRACTOR is at the facilities of the District Attorney's Office, Law Enforcement Office, Medical Facility, or Courtroom, he or she shall be subject to that Department's rules. It is the responsibility of the CONTRACTOR to be familiar with such rules, regulations, and procedures. The CONTRACTOR may not employ sub-agents to perform work under this agreement.
- 6.2 The CONTRACTOR shall comply with consultant obligations as set forth in the Durable Medical Equipment (DME) Manual, including but not limited to:
 - 6.2.1 The CONTRACTOR 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;
 - 6.2.2 The CONTRACTOR shall not disclose information regarding any County of Los Angeles criminal case, whether assigned to the CONTRACTOR or not, except as required by law. As no order requiring discovery on a criminal case can be made except pursuant to Penal Code section 1054.5(a), any request for discovery which the CONTRACTOR receives on a criminal case shall be forwarded to the Deputy District Attorney handling the case;
 - 6.2.3 The CONTRACTOR shall recuse himself or herself on cases where there is even an appearance of a conflict of interest;
 - 6.2.4 The CONTRACTOR shall not conduct research or publish on County of Los Angeles Criminal cases without the prior written approval of the Los Angeles County District Attorney's Office;
 - 6.2.5 The 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 not claim against the County for such work.

7 HOURS OF OPERATION

- 7.1 The CONTRACTOR shall provide as-needed on-call blood draw services 24 hours a day, seven days a week, and 365 days a year.

8 ON-CALL BLOOD DRAW CONTRACTOR'S SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 8.1 Security identification badges including photographs and physical description of the CONTRACTOR's employee shall be provided by the CONTRACTOR and shall be displayed by that person at all times while within the confines of the Law Enforcement Agency's Office, District Attorney's Office, Courtroom, or other facility. Other security requirements are as follows:
- 8.1.1 The CONTRACTOR is subject to reasonable dress codes when in the Law Enforcement Agency's Office, District Attorney's Office, Courtroom, or other facility consistent with a general health facility;
 - 8.1.2 The CONTRACTOR shall not bring visitors into Law Enforcement Agency's Office, District Attorney's Office, Courtroom, or other facility unless previously approved by the Los Angeles County District Attorney's Office;
 - 8.1.3 The CONTRACTOR shall not bring in any form of weapons or contraband;
 - 8.1.4 The CONTRACTOR shall not bring in any alcohol or drugs or be under the influence of alcohol/drugs or any other substance;
 - 8.1.5 The CONTRACTOR shall conduct himself or herself in a professional manner at all times;
 - 8.1.6 The CONTRACTOR shall be subject to all rules and regulations of the facility and shall not cause any disturbance.
 - 8.1.7 The CONTRACTOR shall report to the Contract Administrator any occurrence of accidents and/or loss of equipment or supplies, no later than 24 continuous hours after said occurrence.
 - 8.1.8 The CONTRACTOR shall enter and leave through only specified locations in the Law Enforcement Agency's Office, District Attorney's Office, Courtroom, or other facility to maintain a high level of security.

9 WORKLOAD REPORTING

- 9.1 The CONTRACTOR shall submit a written monthly workload report for all work done during the previous month by the fifteenth day of the following month.
- 9.2 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:

- 9.2.1 Date of Blood Draw;
- 9.2.2 The full name and employee ID number of the LEA officer contacting the CONTRACTOR;
- 9.2.3 Any Law Enforcement Officer(s) and their Identification Number(s), who were present during the blood draw;
- 9.2.4 The LEA report number for the DUI Investigation and specific type of DUI Investigation (Alcohol, Drug, or Combination); and
- 9.2.5 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.

EXHIBIT B - PRICING SCHEDULE



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
PRICING SCHEDULE
FOR
ON-CALL BLOOD DRAW SERVICES**



700 NORTH BRAND BOULEVARD, SUITE 220, GLENDALE, CA 91203 • Ph: 818-905-1700 • WWW.VITALMEDICALSERVICES.COM

July 9, 2021

Mr. Garrett Dameron, Deputy-in-Charge
D.U.I. Training and Prosecution Section (DTAPS)
Los Angeles County District Attorney's Office
320 W. Temple Street, Suite 1180
Los Angeles, California 90012

RE: Pricing Schedule for On-call Blood Draw Services

Dear Mr. Dameron:

The cost for each blood draw is not to exceed \$200.00. All expenses, such as travel costs, mileage, and parking, are included in this amount. Any costs related to an "Okay to Book" medical assessment, if one is necessary, will be billed to the law enforcement agency and under the terms of the Contract will not be invoiced to the County.

The cost for courtroom testimony is not to exceed \$55.00 per hour. All expenses, such as travel costs, mileage, and parking, are included in this amount.

Sincerely,

A handwritten signature in blue ink, appearing to read "AGG", followed by a long horizontal line.

Alex G. Ghazalpour
Chief Operating Officer

EXHIBIT C - CONTRACTOR'S PROPOSED SCHEDULE



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR'S PROPOSED SCHEDULE
FOR
ON-CALL BLOOD DRAW SERVICES**



December 28th, 2020

Juan Saldana
Bureau of Administrative Services
Los Angeles County District Attorney's Office
320 West Temple Avenue, Suite 232
Los Angeles, California 90012

Re: Vital Medical Services, LLC – Sole Source Specialty Medicine Provider

Vital Medical Services, LLC ("VMS") is a sole source specialty medicine provider of on-site medical clearances, evaluations and treatments for arrestees at Type I Jail facilities and on-site DUI saturation, checkpoint and field response staffing in Los Angeles County, California, all of which is supervised and overseen by board-certified emergency medicine physicians. VMS also provides specialty medical programs for Law Enforcement, Fire, Emergency Medical Services and Communications Centers to adhere to state, local and federal requirements. VMS builds the policies, implements the programs, garners the appropriate clearances and approvals through the County and or State and acts as the program coordinator. Any specialty programs set in place, VMS will oversee and coordinate on a 24-hour basis.

One main component of our specialty program per your specifications and request is the fact that our medical staff have the credentialing to provide medical screenings which include a full medical assessment upon a blood draw that is completed. An "Okay to Book" is often required if any reasonable force is used during the withdrawal of blood in conformance to a search warrant. Furthermore, if an "Okay to Book" is required, our medical staff will perform this on scene and or in one of the many jail facilities we have built in police agencies throughout Los Angeles County without the additional need of transporting the arrestee to a medical center. We are the only provider within Los Angeles County that currently works with and conducts forensic blood collection to be tested at the Orange County Crime Laboratory, which is a completely different process than the Los Angeles City and or County Laboratory process that is in place.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex G. Ghazalpour", followed by a long horizontal line.

Alex G. Ghazalpour
Chief Operating Officer

700 North Brand Boulevard – Suite 220 - Glendale - California-91203 - Office (818)905-1700 - Fax (818)396-8632



Attachment "A"

1. We operate twenty-four hours a day, seven days a week, three hundred sixty-five days a year. The police agencies will notify Vital Medical Services that it is requesting Covered Services by telephone. Vital Medical Services will ensure that, once Covered Services are requested, our medical providers shall arrive at the police facilities within a thirty (30) minute period of receiving the request.
2. We carry Medical Malpractice, Automobile, and Personal Liability Coverage. Our medical malpractice insurance coverage is the same coverage that the medical centers have with a minimum of \$2,000,000/\$4,000,000 per incident. Any additional insurance requirements set forth or required by the county will be adhered to by Vital Medical Services.
3. The Vital Medical Services team is made up of a total of sixty-five physicians, mid-level providers, and certified emergency nurses. All our providers have backgrounds with a minimum of five years of experience in emergency medicine. Moreover, all our providers currently practice medicine at either LAC/USC, UCLA, Kaiser, Providence, Dignity, Olive View, Harbor UCLA and/or other emergency departments throughout Los Angeles County. Our providers have staff privileges at medical centers and can expedite such transfers for a higher level of medical care, if needed.
4. Vital Medical Services follows all evidence-based medical practice procedures, along with guidelines and care set forth by the American Academy of Emergency Physicians, American Medical Association and the Emergency Nurses Association with Board Certified Emergency Medicine Physician oversight. Furthermore, Vital Medical Services follows the same policies, standards, and laws set forth in Title 15 and 17 of California Code of Regulations, Physical Evidence Bulletins of the California Department of Justice Bureau of Forensic Services and both California Vehicle and California Penal Codes. Vital Medical Services has been providing forensic blood withdrawal services for at least five years.
5. Our medical providers will draw blood when notified of a search warrant signed by a judge authorizing the blood draw or when there has been consent by the arrestee. Furthermore, if force is used to obtain the blood draw a medical clearance "Okay to Book" will be issued by the same medical staff on scene for the arrestee to continue through the LA County booking process.
6. Our providers will handle all legal specimen collection, which includes blood withdrawal and warrant (forced) blood withdrawal, by drawing two (2) gray top vials provided by the police agency. The gray top blood vials will be of a type approved by the Los Angeles County Sheriff's Crime Laboratory and or the Los Angeles Police Department Crime Laboratory. Furthermore, Vital Medical Services staff currently does blood draws utilizing the Orange County Sheriff's



Attachment "A"

Crime Laboratory process. Certain agencies in Los Angeles County have contracts in place with the Orange County Crime Laboratory which has specific blood draw criteria and procedures in place that the medical staff at Vital Medical Services already adhere to and utilize.

7. Our medical providers can draw blood in the field and on scene, including roadside, in jails, in hospitals, or any other location as requested by the LA County. We currently have this practice in place and have also drawn blood at many medical centers throughout Los Angeles County based upon requests by peace officers on scene.
8. Vital Medical Services utilizes a multifaceted reporting structure which makes us and a sole source unique in our blood draw process. Due to the level of medical credentialing our staff have, a thorough triage for the following are conducted with each arrestee: name, date of birth, medical history, medications taken and or prescribed to take, blood pressure, heart rate, respirations and pulse oximetry. Furthermore, three medical sheets are completed with each arrestee that requires a blood draw. The forms are: Request for Medical Treatment, Blood Draw Consent Form, Patient Assessment Form and Search Warrant form (if applicable). Every month the LA County District Attorney's office will receive a monthly report and a monthly invoice for reconciliation to meet grant requirements. In the monthly report the following information will be provided: name of the arrestee, date of birth of the arrestee, type of service, agency name, agency case number, date, arrival time and Vital Medical Services medical staff who conducted the blood draw. On each consent that will be left with the officer to incorporate in their report, the date, time of draw and sterilizing agent coupled with the chain of custody of custody will be provided.
9. Vital Medical Services will provide monthly reports of detailed services performed with the requested details of the procedures done, which includes time and location of the services performed, the time involved in the blood draw procedure, which police agency, number of blood draws performed, whether the blood draw was consensual or a warrant was required, the name of which medical provider drew the blood, and any other information requested by the LA County. Along with the information provided above, Vital Medical Services will maintain a current list of medical provider names and dates of birth to provide to the District Attorney's office upon their request for trial preparation.
10. Our medical staff have extensive knowledge and experience in courtroom testimony, and custody and corrections procedures. Furthermore, our staff will be made available to the district attorney office for any courtroom and or any hearing which requires them to testify to the following practices: chain of custody and blood draw procedures. Our Chief Medical Officer will make herself available to



Attachment "A"

testify upon whole blood conversion and therapeutic dose amounts for the impairing substance of any.

11. If any reasonable force is utilized to obtain the blood sample it will be done in accordance to each police agency specific policies and or procedures in place. Vital Medical Staff will adhere to all court orders (Search Warrants) that request a blood sample to be withdrawn from and arrestee.
12. Vital Medical Services will adhere to all the policies and guidelines also set forth by the DTAPS unit. We will have a project manager assigned to continue to work with the DTAPS unit and also provide training as to the procedures for call outs and processes in place for all police agencies within Los Angeles County.
13. Currently Vital Medical Services staff are Live Scanned and work with several law enforcement agencies within Los Angeles County. If required for additional background checks, Vital Medical Services will provide information required to complete the Request for Live Scan Service form for personnel assigned to perform phlebotomist services. Vital Medical Services will ensure that its personnel submit the Request for Live Scan Service form to an authorized Live Scan service location and comply with Live Scan requirements. If LA County is notified of Vital Medical Service's personnel's ineligibility, Vital Medical Services will not use or dispatch the ineligible personnel to perform phlebotomist services for the LA County.

EXHIBIT D - CONTRACTOR'S EEO CERTIFICATION



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR'S EEO CERTIFICATION
FOR
ON-CALL BLOOD DRAW SERVICES**

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT E - COUNTY'S ADMINISTRATION



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
COUNTY'S ADMINISTRATION
FOR
ON-CALL BLOOD DRAW SERVICES**

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

EXHIBIT F - CONTRACTOR'S ADMINISTRATION



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR'S ADMINISTRATION
FOR
ON-CALL BLOOD DRAW SERVICES**

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

**EXHIBIT G - G1 CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
FOR
ON-CALL BLOOD DRAW SERVICES**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: _____ **Contract No.:** _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT G - G2 CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
FOR
ON-CALL BLOOD DRAW SERVICES**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME: _____ **Contract No.:** _____

EMPLOYEE NAME: _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**EXHIBIT G - G3 CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT
FOR
ON-CALL BLOOD DRAW SERVICES**

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR NAME: _____ **Contract No.:** _____

NON-EMPLOYEE NAME: _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT H - JURY SERVICE ORDINANCE



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
JURY SERVICE ORDINANCE
FOR
ON-CALL BLOOD DRAW SERVICES**

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence

after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT I - SAFELY SURRENDERED BABY LAW



**COUNTY OF LOS ANGELES
DISTRICT ATTORNEY'S OFFICE
SAFELY SURRENDERED BABY LAW
FOR
ON-CALL BLOOD DRAW SERVICES**

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

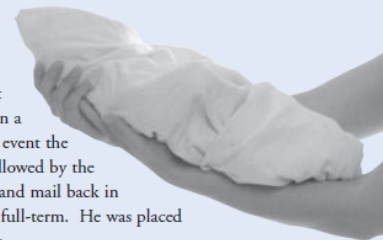
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

