



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT
Chief Executive Officer

DATE: November 17, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED
UNDER STATE LAW**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**

2. **INFORMATIONAL ITEM(S):**
(5 minutes)

A) Board Letter:

APPROVAL OF AMENDMENT NO. 9 TO SOLE SOURCE AGREEMENT
NO. H-704447 WITH GLOBAL HEALTHCARE EXCHANGE LLC FOR
SUPPLY CHAIN PROCUREMENT AND DATA MANAGEMENT
SOFTWARE AND SERVICES

DHS – Jason Ginsberg, Chief, Supply Chain Operations;
Christopher Kinney, Contracts Section Manager; and
Lillian Anjargolian, Deputy County Counsel

CONTINUED ON PAGE 2

- B) Board Letter:
APPROVAL OF A SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM (PSAMS) AND RELATED SERVICES
Probation – Karen Fletcher, Chief Deputy; David Grkinich, Bureau Chief; Robert Smythe, Admin Deputy; and Jim Green, Chief Information Officer
- C) Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS
CEO/CLASSIFICATION – Jennifer Revuelta, Principal Analyst
- D) Board Letter:
REQUEST APPROVAL TO EXTEND TERM OF CONTRACT NUMBER 15-006 WITH CIVIX FOR CONTINUED CAMPAIGN FINANCE AND PROPOSITION B ELECTRONIC FILING SOLUTION MAINTENANCE AND SUPPORT SERVICES
RR/CC – Dean Logan, Registrar-Recorder/County Clerk
- E) Board Letter:
REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-005 WITH ELECTION SYSTEMS AND SOFTWARE, LLC (ES&S) FOR INCOMING VOTE BY MAIL AUTOMATED SIGNATURE VERIFICATION SERVICES
RR/CC – Dean Logan, Registrar-Recorder/County Clerk
- F) Board Letter:
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER RESTORATIVE CARE VILLAGE LICENSES TO FIVE RESIDENTIAL TREATMENT PROGRAM PROVIDERS
CEO/RE/DMH – Michael Rodriguez, Section Chief

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

None available.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Department of Health Services (DHS)	
SUBJECT	Approval of Amendment No. 9 to sole source Agreement No. H-704447 (Agreement) with Global Healthcare Exchange LLC (GHX) for supply chain procurement and data management software and services at DHS facilities.	
PROGRAM	DHS Supply Chain	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: Only one bona fide source for the service exists.	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on December 31, 2021.	
COST & FUNDING	Total cost: \$4,622,549	Funding source: Funding is included in the DHS Fiscal Year 2021-22 Final Budget, and will be requested in future fiscal years.
	TERMS (if applicable): Extend the term through 12/31/22, with four additional one-year automatic renewal periods through 12/31/26.	
	Explanation:	
PURPOSE OF REQUEST	<p>Authorize the Director of DHS (Director), or her designee, to execute Amendment No. 9 to the sole source Agreement with GHX to extend the term through 12/31/22, with four additional one-year automatic renewal periods through 12/31/26, expand the Agreement to upgrade and enhance an existing software module, and increase the maximum agreement sum by \$4,622,549, which includes \$1,502,604 in Pool Dollars for Optional Work.</p> <p>Also, DHS requests delegated authority to the Director, or her designee, to (1) execute future amendments to revise certain terms and conditions in the Agreement, modify the Statement of Work, and approve additional operational and administrative workflow changes, with all actions subject to review and approval by County Counsel, and (2) execute future amendments and/or Change Notices to use Pool Dollars to acquire hardware and/or Optional Work such as additional software, interfaces, and professional services, as requested by County, subject to review and approval by County Counsel.</p>	
BACKGROUND (include internal/external issues that may exist)	<p>GHX is the only company in the United States that offers integrated supply chain modules focusing on healthcare supply chain procurement and data management software and services that meets the procurement automation needs of DHS from the requisitioning process to the invoice/payment process. The Agreement's extension is essential in order to continue managing the supply chain and to maintain its existing cost savings on the purchase of medical commodities.</p> <p>Also, GHX is currently integrated with a for-profit entity, Vizient, Inc.'s (Vizient) Group Purchasing Organization (GPO), and receives a daily feed from Vizient of the GPO-contracted pricing unique to each member and matches the price to the products purchased through the MyExchange module. This ensures that Vizient contract pricing is honored during the procurement process, and allows DHS to leverage its purchasing power and benefit from Vizient-established group discounts realized from economies of scale that are only provided to Vizient members.</p>	
DEPARTMENTAL AND OTHER CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> • Jason Ginsberg, Chief, Supply Chain Operations, (323) 914-7926, jginsberg@dhs.lacounty.gov • Christopher Kinney, Contracts Section Manager, (213) 288-8862, CKinney@dhs.lacounty.gov • Lillian Anjargolian, Deputy County Counsel, (213) 288-8124, LAnjargolian@counsel.lacounty.gov 	

December 7, 2021

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 9 TO SOLE SOURCE AGREEMENT NO.
H-704447 WITH GLOBAL HEALTHCARE EXCHANGE LLC FOR SUPPLY CHAIN
PROCUREMENT AND DATA MANAGEMENT SOFTWARE AND SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of Amendment No. 9 to the existing Sole Source Agreement No. H-704447 with Global Healthcare Exchange LLC for supply chain procurement and data management software and services at Department of Health Services facilities to extend the term, amend the Statement of Work, and increase the maximum agreement sum by \$4,622,549.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or designee, to execute Amendment No. 9 to Sole Source Agreement No. H-704447 (Agreement) with Global Healthcare Exchange LLC (GHX), to: (a) extend the Agreement's term through December 31, 2022, with four (4) additional one-year automatic renewal periods through December 31, 2026, for the continued use of supply chain procurement and data management software and services; (b) expand the Agreement to upgrade and enhance an existing software module; and (c) increase the maximum agreement sum by \$4,622,549, which includes \$1,502,604 in Pool Dollars (\$113,880 of the Pool Dollars are roll over funds from the previous five-year term), for Optional Work during the extended term.
2. Delegate authority to the Director, or designee, to execute future amendments to: (a) add, delete and/or change certain terms and conditions in the Agreement, as mandated by federal or State law or regulation, County policy, the County Board of Supervisors (Board) and/or Chief Executive Office (CEO); (b) modify the Statement of Work (SOW) to reflect County standards and needs, reduce scope,

and add/delete County facilities; and (c) approve additional operational and administrative workflow changes, including modifications to Department of Health Services' (DHS or Department) protocols and policies reflected in the Agreement and SOW, with all actions subject to review and approval by County Counsel.

3. Delegate authority to the Director, or designee, to execute future amendments and/or Change Notices, as applicable, to use Pool Dollars to acquire Optional Work, such as hardware, additional software, interfaces, and professional services, as requested by County, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

On November 18, 1997, the Board authorized DHS to join the University HealthSystem Consortium (UHC), a nonprofit member alliance of academic medical centers, and its Group Purchasing Organization (GPO), Novation. UHC merged with VHA, Inc. on April 1, 2015 to form a new for-profit entity named Vizient, Inc. (Vizient) which continued providing DHS with GPO contracting services to negotiate vendor contracts, on behalf of its members, primarily for medical commodities, including medical supplies, implants, and equipment. Through its ongoing Vizient membership, DHS has been able to access Vizient-negotiated GPO vendor contracts as an alternative to conducting County solicitations, and has leveraged economies of scale for purchasing medical commodities. Prior to the merger, GHX was selected by UHC as its vendor for supply chain procurement and data management software and services through UHC's competitive bid process.

GHX is a business exchange consisting of healthcare providers and healthcare product vendors. GHX's core members include members of Vizient, one of which is DHS. GHX provides health care supply chain automation solutions that maintain updated procurement data on medical supplies, assist members with developing and maintaining a standardized and efficient supply formulary for medical supplies, ensure controls for compliance with these formularies, reconcile and cleanse purchasing data for consistency and completeness, and host established vendor agreements and pricing to automate the reconciliation of purchases to the GPO contract catalog.

Current Agreement

Under the Agreement, which expires on December 31, 2021, GHX has implemented the following proprietary solutions to manage, streamline and maximize efficiency and automation of supply chain transactions throughout the DHS enterprise for the purchase of medical commodities critical to timely patient care: an electronic requisitioning module, a data cleansing and procurement item master management module, a purchasing contract management module, an electronic invoice processing module, a business exchange module to electronically send purchase orders (POs) and receive PO status and electronic invoices (MyExchange), a Key Performance Indicator (KPI) dashboard module (Provider Intelligence), a business associate management module, and a vendor credentialing module.

Recommendations

The first recommendation will allow the Director, or designee, to execute an amendment to Agreement No. H-704447, substantially similar to Exhibit I, to extend the term of the Agreement through December 31, 2022, with four (4) additional one-year automatic renewal periods through December 31, 2026, for the continued use of supply chain procurement and data management software and services. GHX is the only company that offers a comprehensive set of integrated supply chain modules focusing on healthcare supply chain procurement and data management software and services in the United States that meets the procurement automation needs of the DHS enterprise from the requisitioning process to the invoice/payment process. Extending the Agreement is essential for the Department to continue managing the supply chain effectively and maintaining its existing cost savings on the purchase of medical commodities. Additionally, GHX is currently integrated with Vizient's GPO and receives a daily feed from Vizient of the GPO-contracted pricing unique to each member and matches the price to the products purchased through the MyExchange module. This validation ensures that Vizient contract pricing is honored during the procurement process, and it allows DHS to leverage its purchasing power and benefit from Vizient-established group discounts realized from economies of scale that are only provided to Vizient members.

Moreover, approval of the first recommendation will expand the Agreement to allow DHS to implement a software upgrade to the Provider Intelligence module, which will provide access to additional application features that will allow DHS to compare Key Performance Indicators (KPIs) to industry benchmarks and monitor progress over time of those KPIs. These additional features include an "Item Management" KPIs Dashboard that will allow DHS to monitor metrics based on its Procurement Item Master; an "Off Contract Opportunity Analysis" feature and report that will allow DHS to analyze its purchases from non-GPO contracted vendors against its purchases from GPO contracted vendors; access to Vendor Master reports that will provide lists of County-approved vendors that can be added to its Procurement Item Master; access to Invoice History reports that will provide analysis on invoices processed through the OnDemand AP module; and access to Expiring Contracts reports that will provide lists of GPO contracted vendors that will be removed from its Procurement Item Master.

Approval of the second recommendation will delegate authority to the Director, or designee, to execute future amendments to (a) add, delete, and/or change certain terms and conditions in the Agreement, as required under federal or State law or regulation, County policy, Board and/or CEO; (b) modify the SOW to reflect County standards and needs, reduce scope, and add/delete County facilities; and (c) approve additional operational and administrative workflow changes, including modifications to DHS' protocols and policies reflected in the Agreement and SOW, with all actions subject to review and approval by County Counsel.

Approval of the third recommendation will allow the Director, or designee, to execute future amendments and/or Change Notices, as applicable, to use Pool Dollars to acquire

Optional Work, such as hardware, additional software, interfaces, and professional services, as requested by County, and subject to review and approval by County Counsel. Also, approval of the third recommendation will allow the Director, or designee to expand the Agreement for the purchase of certain hardware from GHX. The Agreement currently does not include terms for the purchase of hardware. GHX offers a vendor registration "kiosk", which will allow vendor representatives visiting DHS facilities to seamlessly check-in for a badge. The kiosks include GHX's proprietary software. As a workaround, DHS currently uses Workstations on Wheels and desktop computers to check-in visitors at the facilities. DHS is currently exploring the potential purchase of the kiosks and, if deemed suitable, DHS would like to amend the Agreement to include hardware terms (e.g., hardware warranty) to purchase the kiosks as Optional Work.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Realize Tomorrow's Government Today, Strategy III.2, Embrace Digital Government for the Benefit of our Internal Customers and Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The total maximum agreement sum under the Agreement will be increased by \$4,622,549 (including \$1,502,164 in Pool Dollars), from \$5,791,407 to \$10,413,956, for the Agreement period ending on December 31, 2026.

Funding is included in the DHS Fiscal Year 2021-22 Final Budget, and will be requested in future fiscal years. There will be no Net County Cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement, which includes GHX's standard user agreement, was approved by the Board on September 21, 2010. The Agreement includes all of the Board's required provisions and also includes modifications to the County's standard terms and conditions, including the removal of the County's right to Terminate for Convenience and the addition of Termination Transition Services and Continuous Product Support. Such modifications were negotiated with GHX and approved by the Board on December 1, 2015. In the course of negotiating the current amendment, DHS again attempted to better align the Agreement with the County's standards, including the addition of more robust information security terms. In light of GHX's position as the sole source of the system and their relative negotiating position, DHS was required to modify the County's standard terms, including GHX's use of subcontractors and the County's information security terms. DHS accepts the risk associated with these variances and DHS has sufficient mitigation measures to manage these risks.

County Counsel has approved Exhibit I as to form. In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and

recommends approval. The OCIO determined this recommended action does not include any major new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

GHX was initially selected as UHC's vendor for supply chain management services through its competitive bid process. Consequently, GHX was the only such firm to be integrated with UHC's GPO, which made GHX uniquely qualified to provide supply chain procurement and data management software and services to DHS.

The Board approved a sole source Agreement with GHX on September 21, 2010 for an initial term through June 30, 2013, with a two-year extension and six (6) month-to-month extensions through December 31, 2015. DHS exercised its delegated authority and executed Amendment No. 2 on May 22, 2013 to extend the Agreement term through June 30, 2015, and executed Amendment No. 4 on June 24, 2015 to extend the Agreement term through December 31, 2015.

On December 1, 2015, the Board approved Amendment No. 5 to extend the Agreement term for five (5) additional one-year periods through December 31, 2020, and expand the SOW for additional software modules and services.

On May 12, 2020, the CEO delegated authority to the Director, or designee, to extend various contracts in support of the response to the COVID-19 pandemic under authority delegated by the Board on March 31, 2020. DHS exercised this delegated authority and executed Amendment No. 6 on December 21, 2020 to extend the Agreement term through June 30, 2021, executed Amendment No. 7 on June 23, 2021 to extend the Agreement term through September 30, 2021, and executed Amendment No. 8 on September 29, 2021 to extend the Agreement term through December 31, 2021.

On June 22, 2020, DHS notified the Board via Attachment A of our intent to commence negotiations for the sole source Agreement extension in accordance with the revised Board Policy No. 5.100, Sole Source Contracts.

The Sole Source checklist is attached as Attachment B in compliance with the revised Board Policy 5.100, Sole Source Contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable DHS to continue supply chain automation that is essential for the purchase of medical commodities at all DHS facilities.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.

Peter Loo

Director

Acting Chief Information Officer

CRG:PL:az

Enclosures (3)

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

Agreement No. H-704447

AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES
AND
GLOBAL HEALTHCARE EXCHANGE LLC
FOR
SERVICES

Amendment No. 9

THIS AMENDMENT is made and entered into this ____ day of December 2021,

By and between COUNTY OF LOS ANGELES
(hereafter "County"),

And GLOBAL HEALTHCARE EXCHANGE LLC
(hereafter "Contractor")

Business Address:

1315 West Century Drive
Louisville, CO 80027

WHEREAS, reference is made to that certain document entitled "Agreement by and between County of Los Angeles and Global Healthcare Exchange LLC for Services," dated September 21, 2010, and further identified as Agreement No. H-704447, including any amendments and any other modifications thereto (cumulatively hereafter referred to as "Agreement"); and

WHEREAS, on December 7, 2021, the Board of Supervisors (Board) delegated authority to the Director of Health Services, or authorized designee, to, among other delegations, (i) extend the term of the Agreement, (ii) expand the Statement of Work (SOW), (iii) increase the maximum agreement sum, (iv) add, delete and/or change certain terms and conditions in the Agreement, as mandated by federal or State law or regulation, County policy, Board and/or Chief Executive Office, (v) approve additional operational and administrative workflow changes, and (vi) execute future amendments and/or Change Notices using Pool Dollars to acquire hardware and/or Optional Work; and

WHEREAS, it is the intent of the parties hereto to (i) amend the Agreement to extend its term from January 1, 2022 through December 31, 2022 with four (4) additional one-year automatic renewal periods through December 31, 2026, (ii) expand the SOW to include a software upgrade, (iii) increase the maximum agreement sum by \$4,622,549, not to exceed the maximum agreement sum of \$10,413,956, and to provide for the other changes set forth herein; and

WHEREAS, the Agreement, Sub-paragraph 8.1 - Amendments provides that such changes may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, the Contractor warrants that it continues to possess the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall be effective upon execution.
2. The Agreement, Paragraph 4.0 – Term of Agreement, Sub-paragraphs 4.1 and 4.2 are deleted in their entirety and replaced to read as follows:
 - “4.1 The term of this Agreement shall commence on September 21, 2010, and shall expire on December 31, 2022 (Initial Term). Thereafter, at the County's sole discretion, the Agreement may renew for four (4) additional one-year periods (each, a Renewal Term). The term of this Agreement, which includes the Initial Term and any exercised Renewal Term may terminate sooner in accordance with the terms of this Agreement.
 - 4.2 Each Renewal Term shall be deemed exercised automatically by the County, unless the County provides the Contractor written notice of non-renewal at least ninety (90) days before the expiration of the applicable Renewal Term.”
3. The Agreement, Paragraph 5.0 - Agreement Sum, Billing and Payment, Sub-paragraph 5.5 is deleted in its entirety and replaced to read as follows:
 - “5.5 **County's Reimbursement to Contractor from July 1, 2013 to June 30, 2026**
 - 5.5.1 Between July 1, 2013 through June 30, 2015, the maximum not to exceed cost to County for all services described hereunder is \$797,200. Of this amount, \$488,200 is the total of Contractor's annual fees (i.e., \$244,100 for FY 2013-2014 and \$244,100 for FY 2014-2015); and \$309,000 is the maximum for Contractor's completion of all work identified in Exhibit B, Section 8.8, Additional Post-Implementation Development, which will be billed at a rate of One Hundred and Ninety-Five Dollars (\$195) per hour, but shall not exceed \$309,000 for the completion of all the work described therein.

- 5.5.2 County's reimbursement to Contractor for period beginning July 1, 2015 through December 31, 2015 shall not exceed One Hundred Twenty-Two Thousand and Fifty Dollars (\$122,050).
 - 5.5.3 Between January 1, 2016 through December 31, 2020, the maximum not to exceed cost to County for all services described hereunder is \$3,542,535, including \$1,470,410 in Pool Dollars.
 - 5.5.4 Between January 1, 2021 through June 30, 2021, the maximum not to exceed cost to County for all services described hereunder is \$217,600.
 - 5.5.5 Between July 1, 2021 through September 30, 2021, the maximum not to exceed cost to County for all services described hereunder is \$108,801.
 - 5.5.6 Between October 1, 2021 through December 31, 2021, the maximum not to exceed cost to County for all services described hereunder is \$108,801.
 - 5.5.7 Between January 1, 2022 through December 31, 2026, the maximum not to exceed cost to County for all services described hereunder is \$4,622,549, including \$1,502,604 in Pool Dollars."
4. The Agreement, Sub-paragraph 5.6 – Invoices and Payments is modified to add Sub-paragraph 5.6.7 to read as follows:
- "5.6.7 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 Maximum Agreement Sum under this Agreement. Upon DHS request, the Contractor shall send written notification to DHS indicating the percent of the Maximum Agreement Sum that has been incurred by DHS, at the address herein provided in Exhibit F-2 - County's Administration."
5. The Agreement, Paragraph 5.0 – Agreement Sum, Billing and Payment, is modified to add Sub-paragraph 5.8 to read as follows:
- "5.8 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**
- 5.8.1 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).

5.8.2 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.

5.8.3 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.

5.8.4 At any time during the duration of the Agreement, 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. The Agreement, Sub-paragraph 7.4 - Contractor's Staff Identification is deleted in its entirety and replaced to read as follows:

“7.4 Contractor’s Staff Identification

The Contractor shall provide, at the Contractor’s expense, all staff providing services under this Agreement with a photo identification badge, which they shall be required to wear or otherwise visibly display at all times while at the County Facilities.”

7. The Agreement, Sub-paragraph 8.8 – Compliance with Civil Rights Laws-Anti-Discrimination and Affirmative Action Laws is modified to add Sub-Paragraph 8.8.9 to read as follows:

“8.8.9 The parties agree that in the event the Contractor is found to have violated any of the anti discrimination provisions of this Agreement, 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 Agreement.”

8. The Agreement, Sub-paragraph 8.12 - Consideration of Hiring Gain/Grow Participants is deleted in its entirety and replaced to read as follows:

“8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall, to the extent applicable, give consideration for any such employment openings to participants in the County’s Department of Public Social Services (DPSS) 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.
- 8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.”

9. The Agreement, Sub-paragraph 8.14 - Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law is deleted in its entirety and replaced to read as follows:

“8.14 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE 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 a prominent position at the Contractor’s place of business. located within Los Angeles CountyThe Contractor, and its subcontractor(s), can access posters and other campaign material at <https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>.”

10. The Agreement, Sub-paragraph 8.18 - County's Quality Assurance Plan is deleted in its entirety and replaced to read as follows:

"8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. The Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. 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 Agreement and obtain a refund of fees as provided for in the User Agreement."

11. The Agreement, Sub-paragraph 8.21 - Facsimile Representations is deleted in its entirety and replaced to read as follows:

"8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic form representations of original signatures of authorized officers of each party, when appearing in the appropriate places on each document, and received via a facsimile or other electronic form of communication as legally sufficient evidence that such original signatures have been affixed, such that the parties need not follow up facsimile or electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions."

12. The Agreement, Sub-paragraph 8.27 – Independent Contractor Status, Sub-paragraph 8.27.2 is deleted in its entirety and replaced to read as follows:

"8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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. Consistent with the foregoing, the County shall have no liability, and the Contractor shall be solely and fully liable and responsible,

to any of the Contractor's employees, subcontractors or other persons providing work under the Agreement on behalf of the Contractor, if any such person is unable to work or is required to stop working (permanently or temporarily) as a result of the person's exposure to an infectious disease or other hazard while performing work pursuant to the Agreement, even if such person complied with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including those relating to the work site. Nothing in this Sub-paragraph is intended in any way to alter or release Contractor from obligation to obtain and maintain the requisite workers' compensation coverage pursuant to Sub-paragraph 8.30.3 – Workers' Compensation and Employers' Liability."

13. The Agreement, Sub-paragraph 8.29.1 – Evidence of Coverage and Notice to County is deleted in its entirety and replaced to read as follows:

"8.29.1 Evidence of Coverage and Notice to County

- § Certificate(s) of insurance coverage (Certificate) reasonably 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 e-mail address shown below and provided prior to commencing services under this Agreement.
- § Renewal Certificates shall be provided to the County upon the County's request. 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 Agreement 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 Agreement. 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 (\$50,000.00) dollars, 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 e-mailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at:

cgcontractorinsurance@dhs.lacounty.gov

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

14. The Agreement, Sub-paragraph 8.30.3 – Workers Compensation and Employers' Liability is deleted in its entirety and replaced to read as follows:

"8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. Contractor shall endeavor to provide written notice of cancellation or material policy change promptly following the effective date of the cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law."

15. The Agreement is modified to add Sub-paragraph 8.30.4 - Unique Insurance Coverage to read as follows:

§ **“8.30.4 Unique Insurance Coverage Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services means: (1) designing, developing, programming, writing, testing, installing, servicing, supporting, maintaining, repairing and updating software including any modification and reengineering and providing training, updates and support; (2) planning, designing, developing, engineering, installation and maintaining computer systems, computer networks and electronic systems; (3) managing and operating computer systems, computer networks and facilities, as well as facilities support services; (4) designing and publishing prepackaged and custom designed application and systems software; or (5) data processing, management, warehousing and data hosting including data entry, conversion, destruction and analysis; with limits of not less than \$10 million.

§ **Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches caused by Contractor's failure to implement, maintain or comply with Contractor's obligations with regard to confidential information); (2) system breach; (3) impairment of Contractor's network resulting in the denial of or inability to provide 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; in each case, subject to the terms and conditions and limitations of GHX's then current policies.

16. The Agreement, Sub-Paragraph 8.38 - Notice To Employees Regarding The Safely Surrendered Baby Law is deleted in its entirety and replaced to read as follows:

“8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees residing in Los Angeles County a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and

how to safely surrender a baby. Exhibit J-1 provides a link to the County's website where the Contractor can access posters and other campaign material."

17. The Agreement, Sub-Paragraph 8.39 - Notices is deleted in its entirety and replaced to read as follows:

"8.39 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 or emailed to the parties as identified in Exhibits F-2 - County's Administration and D-2 - Contractor's Administration. Contact information may be changed by either party giving ten (10) days' prior written notice thereof to the other party."

18. The Agreement is modified to add Sub-Paragraphs 8.46.9 – 8.46.15 as follows:

8.46.9 For purposes of Sub-Paragraphs 8.46.9 – 8.46.15, "Subcontractor" is defined as a third party engaged by Contractor to deliver a significant component of the services directly to the County which requires such third party access to unencrypted County confidential information.

8.46.10 Upon written request from the County, Contractor shall provide the following information promptly for County's review:

- A description of the work to be performed by the Subcontractor; and
- Other pertinent information and/or certifications reasonably requested by the County.

8.46.11 The Contractor shall indemnify and hold the County harmless with respect to the activities of each such Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.46.12 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those services that the Contractor has determined to subcontract notwithstanding the County's review of the Subcontractor information provided by Contractor.

8.46.13 The County's rights set forth in Sub-paragraph 8.46.10 shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services onsite at County Facilities under this Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

8.46-14 The Director or designee is authorized to act for and on behalf of the County with respect to review of any such Subcontractor and Subcontractor employees.

8.46.15 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 review of the Subcontractor information.

19. The Agreement, Sub-paragraph 8.51 – Termination For Improper Consideration, Sub-paragraph 8.51.2 is deleted in its entirety and replaced to read as follows:

“8.51.2 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 Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov>.”

20. The Agreement, Sub-paragraph 8.59 - Consideration of Hiring GAIN/GROW Participants is deleted in its entirety and replaced to read as follows:

“8.59 RESERVED”

21. The Agreement is modified to add Sub-paragraph 8.65 - Survival to read as follows:

“8.65 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.7 - No Payment for Services Provided Following Expiration/Termination of Agreement

Sub-paragraph 7.6 – Confidentiality

Sub-paragraph 8.7 Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 - Governing Law, Jurisdiction, and Venue

Sub-paragraph 8.28 – Indemnification

Sub-paragraph 8.29 - General Provisions for all Insurance Coverage

Sub-paragraph 8.30 - Insurance Coverage

Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement

Sub-paragraph 8.65 – Survival

Sub-paragraph 8.69 - Prohibition from Participation in Future Solicitation(s)”

22. The Agreement is modified to add Sub-paragraph 8.66 - Compliance With County’s Zero Tolerance Policy On Human Trafficking to read as follows:

“8.66 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

8.66.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.66.3 Disqualification of any member of the Contractor’s staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.”

23. The Agreement is modified to add Sub-paragraph 8.67 - Compliance With Fair Chance Employment Practices to read as follows:

“8.67 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

To the extent applicable to the Services, 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 Agreement may constitute a material breach of the Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.”

24. The Agreement is modified to add Sub-paragraph 8.68 - Compliance with the County Policy of Equity to read as follows:

“8.68 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 acknowledges and certifies 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.”

25. The Agreement is modified to add Sub-paragraph 8.69 - Prohibition From Participation In Future Solicitation(s) to read as follows:

“8.69 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor (“Proposer/Contractor”), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of

the County. A violation of this provision shall result in the disqualification of the Proposer/Contractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.”

26. The Agreement, Exhibit B-1 - Addendum to Statement of Work, Attachment 2.1 - Provider Intelligence is deleted in its entirety and replaced by Attachment 2.1(a) – Provider Intelligence attached hereto and incorporated herein by reference. All references to Attachment 2.1 in the Agreement shall hereafter be replaced by Attachment 2.1(a).
27. The Agreement, Exhibit C-5 - Fee Schedule is deleted in its entirety and replaced by Exhibit C-6 – Fee Schedule attached hereto and incorporated herein by reference. All references to Exhibit C-5 in the Agreement shall hereafter be replaced by Exhibit C-6.
28. The Agreement, Exhibit J - Safely Surrendered Baby Law is deleted in its entirety and replaced by Exhibit J-1 – Safely Surrendered Baby Law attached hereto and incorporated herein by reference. All references to Exhibit J in the Agreement shall hereafter be replaced by Exhibit J-1.
29. The Agreement is modified to add Exhibit K - Information Security and Privacy Requirements, attached hereto and incorporated herein by reference.
30. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, or authorized designee, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Christina R. Ghaly, M.D.
Director of Health Services

CONTRACTOR

Global Healthcare Exchange LLC

By _____
Signature

Printed Name

Title

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

By _____
Deputy County Counsel

ATTACHMENT 2.1(a) – Provider Intelligence

1. **Overview:** Provider Intelligence (the “Service”) allows User to review key performance indicators (KPIs) based on User’s Transaction Data (as defined in the Agreement) and other factors. User can compare performance to industry benchmarks and monitor progress over time.
2. **Service Details & Requirements:**
 - a. Fees are based on the Service level and number of Affiliates as set forth in the **Invoice Detail Schedule**.
 - b. User subscribes to a GHX EDI order automation solution (“e-Commerce Automation”).
 - c. Provider Intelligence utilizes User’s Transaction Data.
 - d. For Enterprise only, User subscribes to a GHX contract price repository (“Price Repository”).
 - e. User provides data extracts sourced from User’s Materials Management Information System/Enterprise Resource Management (MMIS/ERP). Provider Intelligence utilizes User’s Transaction History Data.
3. **Functionality:** Functionality by the Service level is set forth below.

Functionality	Essentials	Advantage	Enterprise
Dashboards			
KPI Dashboard	X	X	X
Best in Class Benchmarking	X	X	X
Contract Management KPIs	X	X	X
Item Management KPIs			X
Analysis			
Electronic Trading Partner Opportunity Analysis	X	X	X
Order Automation Analysis		X	X
Invoice Automation Analysis		X	X
Effective Trading Relationship Analysis		X	X
Vendor Performance Analysis		X	X
Off Contract Opportunity Analysis			X
Reports			
PO History	X		
PO History and Item Master	X	X	
PO History, Item Master, Vendor Master, and Invoice History			X
Exception Management Report		X	X
Category Spend Report		X	X
Expiring Contract Report			X
Off Contract Opportunity Report			X

4. GHX Responsibilities

- a. Deliver standard extract scripts for PO History files. GHX will load initial Transaction History Data to the Service and, once loaded, instruct User on the automation of the scripts as appropriate.

- b. **For Enterprise Only:** Deliver standard extract scripts for Invoice History, Item Master, and Vendor Master files.
- c. Provide up to five designated individuals with login credentials for the Service.
- d. Provide up to five web-based training sessions for the Service on the dates agreed to at Launch for the designated individuals.
- e. Provide Service Availability by delivering one login credential for the Service to one designated individual.

5. User Responsibilities

- a. Provide a list of up to five designated individuals by the date agreed to during Launch.
- b. Configure and load data extract scripts and schedule at such times as required.
- c. Ensure designated individuals attend the scheduled web-based training sessions.

6. **Transaction History Data:** “**Transaction History Data**” means purchase order history data and invoice history data including all (i) available metadata, such as purchase order number, seller and date, and line level data, such as description, price and unit of measure; and (ii) line level data. GHX is extracting and collecting Transaction History Data. GHX will collect Transaction History Data from User on a regular basis, no less often than monthly. User will provide its Transaction History Data to GHX in a mutually agreed format for the Term of the Agreement. User grants GHX a worldwide, perpetual, royalty-free license to use Transaction History Data for the preparation of Aggregated Data and to perform the Service. User further grants GHX the right to sublicense its rights to Transaction History Data provided, that each sublicense contains confidentiality provisions at least as favorable to User as those specified in the Agreement. GHX will own all Aggregated Data and all information, products, services and intellectual property rights derived from and analytics, development, marketing and sales activities related to this Aggregated Data.
7. **Acceptance:** The Service is deemed accepted when one login credential is delivered to one designated individual.

FEE SCHEDULE

EXHIBIT C-6

Agreement Effective Date	September 21, 2010	Agreement Term Length Governing SOW	As defined under Paragraph 4.0 (Term of Agreement) of the base Agreement
		Number of Facilities Covered by Agreement	Found in Affiliates Section of the User Agreement
Primary GPO	Vizient	# MMIS	1

Account Name	Los Angeles County - Department of Health Services 5555 Ferguson Drive, Suite 100-65 Commerce, CA 90022-5164		
AP Contact at	Name: Jason Ginsberg Title: Chief, Supply Chain Network Email: jginsberg@dhs.lacounty.gov Phone: (323) 914-7926		

Table 1: Maximum Agreement Sum	
Pool Dollars for Optional Work [1,2]:	\$ 1,502,164
Maximum Agreement Sum: (Total reimbursement by County to Contractor from September 21, 2010 through December 31, 2026)	\$ 10,413,956

Table 2: Implemented Products and Services					
Product Type	Fee (1/1/22 - 12/31/26)	Invoice Cycle (Time Frame)	Maximum Amount Sum under Amendment 9 (1/1/22 - 12/31/26)	Invoice Milestone/Trigger	Notes

COMPLIANCE DOCUMENT MANAGER:

Subscription	See "Notes"	See "Notes"	\$ 55,609.00	January 1, 2022	The Fee is \$55,609.00 for 2022 and will be sunset on 12/31/22.
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CONNECT PLUS:

Subscription	\$ 28,550	Annual	\$ 142,750	January 1, 2022 and each anniversary of January 1st thereafter	Four (4) facilities 1 x \$11,450 and 3 x \$5,700.
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CONTRACT CENTER:

Subscription	\$ 26,000	Annual	\$ 130,000	January 1, 2022 and each anniversary of January 1st thereafter	Four (4) facilities 1 x \$10,400 and 3 x \$5,200
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METATRADE:

Subscription	\$ 10,400	Annual	\$ 52,000	January 1, 2022 and each anniversary of January 1st thereafter	Four (4) facilities x \$2,600
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NUVIA:

Subscription	\$ 137,161	Annual	\$ 685,805	January 1, 2022 and each anniversary of January 1st thereafter	
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FEE SCHEDULE

EXHIBIT C-6

Product Type	Fee (1/1/22 - 12/31/26)	Invoice Cycle (Time Frame)	Maximum Amount Sum under Amendment 9 (1/1/22 - 12/31/26)	Invoice Milestone/Trigger	Notes
ONDEMAND AP SUMMIT:					
Subscription	\$ 85,527	Annual	\$ 427,635	January 1, 2022 and each anniversary of January 1st thereafter	The Service fees are based on projected invoice volumes. If volumes are greater than 120% of projected volumes, fees may be increased. Volumes will be assessed by GHX annually.
Document Prepaid	\$ 95,900	Annual	\$ 479,500	January 1, 2022 and each anniversary of January 1st thereafter	Covers 70,000 documents per year. If the pre-paid bundle is exhausted, an overage fee of \$1.30 per document will apply.
PROCUREMENT SUITE:					
Subscription	See "Notes"	See "Notes"	\$ 217,568.00	January 1, 2022 and each anniversary of January 1st thereafter	The fee is \$108,784.00 invoiced on January 1 2022, and January 1 2023 for the period from January 1, 2022-December 31, 2023.
PROVIDER INTELLIGENCE:					
Subscription	\$ 17,263	Annual	\$ 86,314	January 1, 2022 and each anniversary of January 1st thereafter	
VENDOR CREDENTIALING:					
Subscription	\$ -	Not Applicable	\$ -	Vendor Credentialing shall be provided by GHX at no cost to County.	No Subscription Fee for Vendor Credentialing.
VENDOR MANAGER:					
Subscription	See "Notes"	See "Notes"	\$ 63,704.00	January 1, 2022	The Fee is \$63,704.00 for 2022 and will be sunset on 12/31/22.
Table 3: Additional Products and Services					
Product Type	Fee (1/1/22 - 12/31/26)	Invoice Cycle (Time Frame)	Maximum Amount Sum under Amendment 9 (1/1/22 - 12/31/26)	Invoice Milestone/Trigger	Notes
CUSTOM PROGRAMMING (PROFESSIONAL SERVICES):					
Additional Post-Implementation Development [1]	\$ 1,502,164	As Incurred	\$ 1,502,164	As Incurred	To be billed at an hourly rate of \$195.
PROCUREMENT SUITE PRO EXTENDED SERVICE 2024					
Subscription [2]	See "Notes"	Optional	See "Notes"	See Footnote [2] below.	Optional - See Footnote [2] below.
PROCUREMENT SUITE PRO EXTENDED SERVICE 2023					
Subscription [3]	\$ 779,500	See Footnote [3]	\$ 779,500	January 1, 2022, October 1, 2022, respectively.	See Footnote [3] below.
TOTAL MAXIMUM AMOUNT UNDER AMENDMENT NO. 9:			\$ 4,622,549		

Footnotes:

FEE SCHEDULE

EXHIBIT C-6

[1] To be provided upon County's written request and mutual agreement by Contractor, in accordance with Sub-paragraph 3.3 (Optional Work) of the Agreement.

[2] To be provided upon County's written request and mutual agreement by Contractor before 1/01/23. If the County decides to use "Procurement Suite Pro Extended Service 2024" from 1/1/24 - 12/31/24 in accordance with Sub-paragraph 3.3 (Optional Work) of the Agreement, Pool dollars will be used for this service. The ability for GHX to provide this as an option is still unknown and the fee is unknown as well.

[3] The County will pay GHX the total fee of \$779,500 for Procurement Suite Pro Extended Service 2023 in 2 increments: \$467,700 on 1/01/22, \$311,800 on 10/1/22.

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information is available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

INFORMATION SECURITY REQUIREMENTS

The Exhibit K (Information Security Requirements) sets forth the Contractor's obligations with respect information security and handling which must be maintained during the Term of the Agreement. These requirements and procedures are a minimum standard and are in addition to the requirements of the Agreement. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Confidential Information against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Agreement.

1. INFORMATION SECURITY 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 Data.

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 drive operational effectiveness, compliance in all material respects with all applicable laws and regulations, and address new and emerging threats and risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Data 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 Data.

The Contractor's Information Security Program shall:

- Protect the confidentiality, integrity, and availability of County Data in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the confidentiality, integrity, and availability of County Data;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Data;
 - Protect against accidental loss or destruction of, or damage to, County Data; and
 - Safeguard County Data in material compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Information Security Program designed to incorporate privacy policies and practices in its business operations to provide safeguards for information, including County Data. The Contractor's Information Security 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 and these or an equivalent to any subcontractor(s)
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that the Contractor has given access to County Data. The Contractor's privacy policies, guidelines, and procedures shall be regularly 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 Information Security 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 Data 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 Data.

The Contractor's Information Security Program shall include:

- An Information Security Program framework reasonably designed to identify and drive Contractor's compliance in all material respects with all applicable laws and regulations;
- Security policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Data;
- A training program that covers security policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

2. CONTRACTOR'S USE OF COUNTY DATA

The Contractor may use County Data only as permitted under this Agreement. The Contractor shall collect, maintain, or use County Data only for the purposes specified in the Agreement and, in all cases, in material compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Data, including, but not limited to, (i) any state and federal law governing the protection of personal Information, and (ii) any state and federal security breach notification laws.

3. STORAGE AND TRANSMISSION OF COUNTY DATA

The Contractor will encrypt County Data as appropriate to render it unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will so encrypt County Data in accordance with Federal Information Processing Standard (FIPS) 140-2 or other standard approved by the County's Chief Information Security Officer wherever Contractor stores customer data. For purposes of clarity, all information contained within the Contractor platform is encrypted.

The Contractor will encrypt County Data it transmits to 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 parties acknowledge that Contractor stores County Data in the cloud. All mobile devices storing County Data shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/personal computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request

for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

4. RETURN OR DESTRUCTION OF COUNTY DATA

The Contractor shall return or destroy County Data as provided in the Agreement and according to Contractor policies and procedures meeting the then-current requirements of NIST Special Publication 800-88, "Guidelines for Media Sanitization".

5. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Data 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 adequately designed to prevent unauthorized access, damage, and interference.

All Contractor facilities that process County Data will be maintained with physical and environmental controls (temperature and humidity) adequately designed to meet industry standards for protecting hardware from physical damage.

6. 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 8 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy appropriate anti-malware software and adequate back-up systems reasonably designed to provide for prompt recovery of essential business Information in the event of a disaster or media failure; and (iii) appropriately design and document its operating procedures 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 Data 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 Data 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 3 STORAGE AND TRANSMISSION OF COUNTY DATA), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 3 STORAGE AND TRANSMISSION OF COUNTY DATA.

7. ACCESS CONTROL

Subject to and without limiting the requirements under Section 3 STORAGE AND TRANSMISSION OF COUNTY DATA, County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement 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 3 STORAGE AND TRANSMISSION OF COUNTY DATA) must be sent via a bonded courier and protected using encryption technology designated by the Contractor. 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 so that unnecessary and/or unused access to County Data is removed in a timely manner;
- d. Applications will include access control to limit user access to County Data 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 8 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware must be disposed of or sent off-site for servicing, the Contractor shall take commercially reasonable action to remove or prevent unauthorized access to all County Data stored on such hardware using industry standard practices as discussed in Section 3 STORAGE AND TRANSMISSION OF COUNTY DATA.
- g. At the request of the County, user accounts can be hard deleted by submitting a request (aka ticket) to the Contractor's Support team. The County will specify in the ticket all of the accounts that have been disabled/inactivated for over 90 days or will specify specific accounts to be hard deleted. Contractor shall endeavor to perform the requested hard deletions within three (3) business days.

8. SECURITY AND PRIVACY INCIDENTS

Contractor shall notify County of any security, or reasonably suspected security breach of any County Confidential Information or County data protected under applicable federal regulations, or under applicable state law or regulation, or any other breach of County Confidential Information ("Incident") without undue delay and no later than any periods required by applicable law following discovery, if the information was, or is reasonably believed to have been acquired by an unauthorized person. Notification must be given in the most expedient time feasible and without unreasonable delay. Contractor will endeavor in all cases to send written notice within seventy-two (72) hours of confirmation of such security breach. Contractor will use its best efforts to promptly confirm or rule out a suspected breach, and will not unreasonably delay notification or fail to notify County if a breach should be reasonably suspected.

In the event of any security, or suspected security, breach of any County Confidential Information, pursuant to the foregoing, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Data. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Acting Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5659

Chief Privacy Officer:

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

Departmental Information Security Officer:

Jeff Zito
Departmental Information Security Officer
313 N. Figueroa St.
Los Angeles, CA 90012
(323) 409-8000
Helpdesk@dhs.lacounty.gov

- b. Include the following Information in all notices, to the extent then known:
 - 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 Data 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 Data involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
 - d. Reasonably 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; subject to Contractor's security and confidentiality obligations under contract or applicable law, and any attorney-client or other privileges or work-product doctrine.
 - e. Contractor shall provide to the County SOC 2 Type 2 reports within 15 business days of their issuance. The indemnification and limitation of liability provisions of the Agreement apply to this Exhibit. The Contractor shall promptly take reasonable and appropriate corrective actions
-

necessary to remedy the cause of an Incident and prevent future Incidents, and shall reasonably cooperate with the County in providing any notices required by applicable law. To the extent of Contractor's fault in causing an Incident, Contractor will reimburse the County for the reasonable costs incurred by the County for notices to individual data subjects, government authorities, and the media required by applicable law as a direct result of such Incident. The County shall determine, in its sole discretion within the requirements of applicable law, the content and means of delivery of the customer notice.

9. 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 persons or entities qualified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, or (ii) an external, independent auditor.

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 information regarding any required corrective action to the County promptly upon its completion at the County's written request. Any reports and reasonable related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** Upon the County's reasonable request the Contractor shall complete a questionnaire no more than once annually (unless required by law or as a result of an Incident) regarding Contractor's Information Security and/or program.
- c. A copy of the Contractor's completed questionnaire submitted to the County on or about April 30, 2021 is attached as Attachment 1 to this Exhibit K. The Contractor's answers to this and other security questionnaires are an "Information Security Record" and Contractor Confidential Information. County will redact all such answers prior to disclosing all or any portion of Attachment 1 (and any successor security questionnaire) in accordance with California Government Code Section 6254.19.
- d. 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 security and privacy practices, for storing or processing County Data when there is an Incident caused by Contractor or as required by applicable law. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in a manner not already noted as an exception in Contractor's third-party audit report, in which case the Contractor shall bear the reasonable costs of the audit.

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 and individuals including without limitation 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, and with any regulators with

oversight of the County. The Contractor agrees to cooperate with the County in implementing reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation or contractual obligations, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.



Health Services
LOS ANGELES COUNTY

June 22, 2020

Los Angeles County
Board of Supervisors

Hilda L. Solis
First District


Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Janice Hahn

FROM: Christina R. Ghaly, M.D. 
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO EXTEND
SOLE SOURCE AGREEMENT NO. H-704447 WITH
GLOBAL HEALTHCARE EXCHANGE LLC**

Christina R. Ghaly, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Deputy Director, Clinical Affairs

Nina J. Park, M.D.
Chief Deputy Director, Population Health

This is to advise the Board of Supervisors (Board) that the Department of Health Services (DHS) intends to request approval of an extension to the existing Sole Source Agreement No. H-704447 (Agreement) with Global Healthcare Exchange LLC (GHX) for the ongoing provision of supply chain procurement and data management software and services to support supply chain automation efficiencies and DHS' Group Purchasing Organization (GPO) supply chain initiatives.

Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for extension of a Board-approved agreement at least six months prior to the agreement's expiration date. DHS will exhaust its delegation of authority to extend the Agreement on December 31, 2020.

Background

On November 18, 1997, the Board authorized DHS to join the University HealthSystem Consortium (UHC), a nonprofit member alliance of academic medical centers, and its GPO, Novation. UHC merged with VHA, Inc. on April 1, 2015 to form a new for-profit entity named Vizient, Inc. (Vizient), which continued providing DHS with GPO contracting services to negotiate vendor contracts, on behalf of its members, primarily for medical commodities, including medical supplies, implants, and equipment. Through its ongoing Vizient membership, DHS has been able to access Vizient-negotiated GPO vendor contracts as an alternative to conducting County solicitations; and has leveraged economies of scale for purchasing medical commodities. Prior to the merger, GHX was selected by UHC as its

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 288-8050
Fax: (213) 481-0503

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providing extraordinary care"*



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vendor for supply chain procurement and data management software and services through UHC's competitive bid process.

GHX is a business exchange consisting of healthcare providers and healthcare product vendors. GHX's core members include members of Vizient, one of which is DHS. GHX provides health care supply chain automation solutions that maintain updated procurement data on medical supplies, assist members with developing and maintaining a standardized and efficient supply formulary for medical supplies, ensure controls for compliance with these formularies, reconcile and cleanse purchasing data for consistency and completeness, and host established vendor agreements and pricing to automate the reconciliation of purchases to the GPO contract catalog.

The Board approved the current Agreement with GHX on September 21, 2010 for the provision of supply chain procurement and data management software and services. On December 1, 2015, the Board approved Amendment No. 5 to extend the term of the Agreement through December 31, 2020, expand the Agreement's Statement of Work for additional services, and increase the maximum agreement sum to \$5,356,205.

Under the current Agreement, GHX has implemented the following proprietary solutions to manage, streamline and maximize efficiency and automation of supply chain transactions throughout the DHS enterprise for the purchase of medical commodities critical to timely patient care: an electronic requisitioning module (Procurement Suite), a data cleansing and Item Master management module (NuVia), a purchasing contract management module (Contract Center), an electronic invoice processing module (OnDemand AP), a business exchange module to electronically send Purchase Orders (POs) and receive PO status and electronic invoices (MyExchange), a Key Performance Indicator dashboard (Provider Intelligence), a Business Associate management module (Compliance Document Manager), and a vendor credentialing module (Vendor Credentialing).

Justification

DHS is requesting an extension to the Agreement because GHX is the only company that offers a comprehensive set of supply chain modules focusing on healthcare supply chain procurement and data management software and services in the United States that meets the procurement automation needs of the DHS enterprise from the requisition process to the invoice/payment process. Additionally, GHX receives a daily feed from Vizient of the GPO contracted pricing unique to each member and matches the price to the products purchased through the GHX exchange (MyExchange). This validation ensures that Vizient contract pricing is honored during the procurement process. By extending the Agreement with GHX, DHS will maintain our existing cost savings, continue to leverage our purchasing power as a result of economies of scale and Vizient-established group discounts on medical commodities, and effectively manage the supply chain.

DHS has also devoted significant resources to interface eCAPS with GHX to ensure the Department's compliance with County purchasing standards, while enabling DHS to remain aligned with the healthcare industry's standard practices and requirements. DHS has made many ongoing software enhancements and interface modifications to integrate eCAPS and GHX, including the development of DHS's first Item Master System, the Inventory Replenishment System, the Low Unit of Measure Information Systems, and the Procurement Suite and eCAPS interface. The interface between the Procurement Suite and eCAPS' eProcurement and eInventory applications pre-populates 95% of the data fields required to process a PO, which significantly decreases PO processing times.

If this Agreement is not extended, DHS will lose access to supply chain procurement and data management software and services that are essential to purchasing medical commodities. The resulting loss of gained efficiencies will require massive manual intervention by DHS employees. It will hamper efforts to provide patient care, as DHS facilities will be forced to revert to paper-based requisitions which will create internal backlogs. DHS will also be required to release a new solicitation to select and engage a new contractor to develop customized interfaces between eCAPS and a new contractor's system.

Conclusion

DHS has determined that GHX is uniquely positioned to continue providing supply chain procurement and data management software and services that will permit DHS facilities to continue meeting their clinical supply needs without interruption. DHS will commence negotiations for the Agreement extension no earlier than two weeks from the date of this notification unless otherwise instructed by the Board.

If you have any questions or require additional information, please let me know, or you may contact Jason Ginsberg, Chief of Supply Chain Network, at (323) 914-7926 or at jginsberg@dhs.lacounty.gov.

CRG:es

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Chief Information Office
Internal Services Department

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

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

Mason Matthews

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Probation Department (Probation)	
SUBJECT	Request approval of a sole source contract with Tyler Technologies, Inc., to provide a Pretrial Services Assessment and Monitoring System (PSAMS) and related services using its Tyler Supervision technology platform.	
PROGRAM	Pretrial Services	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: High urgency due to bail reform, outdated and unsupported technology, significant cost savings. The Tyler Technologies software will facilitate integration with the Los Angeles Superior Court's Tyler's Odyssey system. Tyler Supervision has been successfully implemented for Pretrial in nine other counties in CA.	
DEADLINES/ TIME CONSTRAINTS	Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations use today cannot adapt to fast-changing business requirements.	
COST & FUNDING	Total cost: Estimated \$7,657,800	Funding source: ITIB Funding & Department operating budget
	TERMS (if applicable): 5 Years contract with 3 optional two-year extensions	
	Explanation: The maximum cost of the agreement will be \$7,157,257 for the 11-year maximum term, which includes \$1,346,457 for implementation, \$4,736,800 for SaaS Fees, and \$1,074,000 in pool dollars for optional work. Additionally, there are \$500,543 in departmental costs for Project management services and ISD data conversion.	
PURPOSE OF REQUEST	Approval to execute a Sole Source Contract with Tyler Technologies, to provide the Pretrial Services Assessment and Monitoring System (PSAMS).	
BACKGROUND (include internal/external issues that may exist)	Bail reform is coming to California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations cannot rapidly adapt to fast-changing business requirements. With a modern user interface and case management design and consolidation of the multiple systems for Pretrial Services, PSAMS will improve efficiency over the existing outdated mainframe and FoxPro systems. An additional important benefit is to support workforce mobility and continuity of operations with secure access to the system anywhere internet connectivity is available.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Karen Fletcher, Chief Deputy: (562) 940-2513, KL.Fletcher@probation.lacounty.gov • David Grkinich, Bureau Chief, Pretrial Services: (562) 940-2697, David.Grkinich@probation.lacounty.gov • Robert Smythe, Administrative Deputy: (562) 940-2516, Robert.Smythe@probation.lacounty.gov • Jim Green, Chief Information Officer: (562) 356-8604, Jim.Green@probation.lacounty.gov	



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



ADOLFO GONZALES

Chief Probation Officer

December 7, 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
TYLER TECHNOLOGIES, INC.
FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
(PSAMS) AND RELATED SERVICES
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request approval of a sole source contract with Tyler Technologies, Inc., to provide a Pretrial Services Assessment and Monitoring System (PSAMS) and related services using its Tyler Supervision technology platform.

IT IS RECOMMENDED THAT THE BOARD

1. Approve and instruct the Chair of the Board to execute a sole source contract (Attachment I), with Tyler Technologies, Inc. (Tyler Technologies), for the provision of PSAMS and related services, effective upon Board approval, for an initial contract term of five years, with an option for the County to extend for up to three two-year extension terms, with a maximum contract sum not to exceed \$7,157,257 in total, which includes the initial term and optional extension terms.
2. Delegate authority to the Chief Probation Officer, or his designee, to execute amendments to the contract that extend the initial contract term for up to three two-year extension terms, subject to review and approval as to form by County Counsel, and as applicable, review by the Chief Information Officer (CIO), and

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notification to by the County Board of Supervisors (Board) and the Chief Executive Officer (CEO).

3. Delegate authority to Chief Probation Officer, or his designee, to approve and execute: (a) change notices or amendments to the contract for changes that are clerical or administrative in nature and/or do not materially affect any term or condition of the contract; and (b) change orders or amendments to the contract using pool dollars included as part of the maximum contract sum to acquire optional work, provided that the amounts payable under such change orders or amendments do not exceed the available amounts of pool dollars.
4. Delegate authority to the Chief Probation Officer, or his designee, to: (a) issue written notice(s) of partial or total termination of the contract for convenience without further action from the Board; and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or CEO; (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the statement of work as operationally necessary, with all actions subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.
5. Approve the attached appropriation adjustment (Attachment II), transferring \$1,847,000 of one-time funding from the Committed for Information Technology (IT), commonly known as IT Legacy Modernization funding, to the Probation Department's Fiscal Year 2021-22 services and supplies (S&S) appropriation to implement PSAMS.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The Probation Department is recommending the execution of the proposed contract with Tyler Technologies on a sole source basis for a secure, cloud-hosted, Software-as-a-Service (SaaS), to support the pretrial services assessment and monitoring services Probation provides to its clients. Migrating to PSAMS is expected to save approximately \$5,600,000 over 11 years.

Approval of Recommendation 1 will instruct the Chair of the Board to execute a sole source contract with Tyler Technologies, for an initial contract term of five years, to provide a modern, flexible system that addresses current needs of the Department's Pretrial Services Bureau and provides support for the business processes and data requirements changes resulting from bail reform.

Recommendation 2 will allow the Chief Probation Officer or his designee to execute amendments to the contract that extend the initial contract term for up to three optional two-year extension terms, for a total maximum contract term of 11 years.

Recommendation 3 will allow the Chief Probation Officer or his designee to execute change notices and amendments to the contract for clerical and administrative changes that do not materially affect any term or condition of the contract, and to execute change orders and amendments that use available pool dollars to acquire optional work with no change to the maximum contract sum. Optional work may include additional customization or enhancement to PSAMS, development of interfaces to additional systems, or acquisition of additional training or other professional services not included in the initial statement of work.

Recommendation 4 will allow the Chief Probation Officer or his designee to: (a) issue written notice(s) for partial or total termination of the contract for convenience without further notice to the Board and (b) execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board and/or CEO; (ii) internally reallocate funds between budget pools within the contract; (iii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the statement of work as operationally necessary. All these amendments are subject to prior review and approval as to form by County Counsel, and as applicable, review by the CIO.

Recommendation 5 will allow for an appropriation adjustment of one-time funding from IT Legacy Modernization funding to the Probation Department's Fiscal Year 2021-22 S&S appropriation to implement PSAMS.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended contract supports the County's Strategic Plan Goal III - Realize Tomorrow's Government Today, **Strategy III.2.1** to Enhance Information Technology Platforms to Securely Share and Exchange Data; **Strategy III.2.3** to Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, and **Strategy III.3** to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The recommended contract with Tyler Technologies, will provide services under a five (5) year initial contract term with three (3) optional two-year extension terms. The total

County maximum contract sum not to exceed \$7,157,257 for the eleven-year term, which includes: (1) \$1,346,457 for one-time implementation services during the initial term; (2) \$1,782,400 for software access, maintenance, support, and cloud-based hosting during the initial contract term; (3) \$2,954,400 for software access, maintenance, support, and cloud-based hosting during the extension contract terms, and (4) \$1,074,000 in pool dollars for optional work.

When the PSAMS implementation is complete, the Department will retire three systems, including two systems using expensive and outdated technology, resulting in cost savings of approximately \$5,600,000 over 11 years.

The County's IT Investment Board approved using IT Legacy Modernization funding to pay the sum of \$1,847,000 for implementation services, which includes \$1,346,457 for implementation services that are part of this agreement and \$500,543 in additional costs that will be incurred by the Department for implementation. Approval of the attached appropriation adjustment (Attachment II) will allocate funding from obligated fund balance Committed for IT Enhancements to the Department for this purpose. The balance of the contract costs is included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As required under Board Policy 5.100 (Sole Source Contracts), the Board was notified on September 10, 2020, of the Probation Department's intent to enter into the recommended contract (Attachment I) with Tyler Technologies on a sole source basis.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains typical provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, and termination for default.

Given that this is an information technology contract and Tyler Technologies will provide cloud hosting of County data, appropriate provisions are included for confidentiality, the handling of security incidents, and rights to use the Tyler Supervision system. Additionally, although we were not able to successfully negotiate liquidated damages associated with late delivery, the recommended contract includes other provisions designed to incentivize performance by Tyler Technologies, such as retention amounts (holdbacks) payable on acceptance of the complete PSAMS, the right to withhold payment for deficient work, escalation procedures to make sure PSAMS deficiencies get sufficient attention to remedy, and service credits for failure to maintain required

PSAMS availability. Required limits of applicable insurance for technology errors and omissions and cyber liability are included as well. These limits are met by a combined policy, and as is common in such a case, the insurer will not name the County as an additional insured or waive subrogation. After consulting with CEO Risk Management and outside counsel on this exception, the Department believes it to be acceptable.

As is typical in information technology contracts, the parties worked significantly to reach agreement on a limitation of liability provision, which during the initial contract term is two times fees for implementation services, software access, maintenance support, and hosting services for the initial contract term, and during each extension contract term is two times the software access, maintenance support, and hosting services for each extension contract term. Tyler Technologies' liability is unlimited for its indemnification obligations, gross negligence or intentional misconduct, or confidentiality and data security obligations. Similarly, the parties heavily negotiated the County's standard general indemnification provision and reached agreement to limit general indemnification to third party claims using language previously approved by the Board in the contract with Tyler Technologies for the County's Electronic Permitting and Inspections County of Los Angeles (known as EPIC-LA). Lastly, the Department was able to retain the right for the County to terminate the recommended contract for convenience. If the County does so in the first three years of the initial contract term (Start-Up Period), the County will pay a percentage of the maintenance, support, and hosting fees for the balance of the Start-Up Period as compensation for significant start-up costs incurred by Tyler Technologies. The percentage of maintenance, support, and hosting fees due upon termination for convenience of decreases each year of the Start-Up Period.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). The Probation Department has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program," due to the specialized nature of the services.

County Counsel retained outside counsel Drukker Law, Inc., to assist with preparation, negotiation, and review of the recommended contract, and Drukker Law, Inc., concurs with County Counsel to approve the recommended contract (Attachment I) as to form. The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment III). Attachment IV is the sole source checklist signed by the CEO. Additionally, the office of the Chief Information Security Office has reviewed overall security risks, validated secure implementation of the technology including incident responses, and recommends approval.

CONTRACTING PROCESS

On September 10, 2020, Probation Department notified your Board of the Department's intent to begin sole source contract negotiations with Tyler Technologies for the provision of a Pretrial Services Assessment and Monitoring System using its Tyler Supervision technology platform (Attachment V). The sole source checklist signed by the CEO is attached (Attachment IV).

Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation's pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department's strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.

Maintenance costs for the current outdated systems are high, and it is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services. Doing so will save approximately \$5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Tyler Supervision is a cloud-hosted SaaS used in nine California counties as their case management platform for Pretrial Services. Thus, Tyler Technologies has a deep familiarity with Probation Departments across California with demonstrated implementation success. In addition, Tyler is the system provider for Los Angeles Superior Court. Using Tyler Supervision will improve opportunities to reduce duplicate data entry and will greatly reduce risk in systems integration.

Therefore, the Probation Department is recommending the execution of a new sole source contract with Tyler Technologies to provide a secure, cloud-hosted SaaS system to support the pretrial services assessment and monitoring services Probation provides to its clients.

CALIFORNIA LAW ENFORCEMENT SYSTEM TELECOMMUNICATION SYSTEM (CLETS) UPGRADE APPLICATION

The Tyler Supervision system will manage sensitive law enforcement data derived from CLETS. Therefore, approval by the California Department of Justice (Cal DOJ) of the technical approach and security controls employed under the recommended contract is required. The Department has submitted its Cal DOJ CLETS Upgrade Application and documentation to Cal DOJ and is in the process of obtaining approval. Because the Cal

DOJ review is potentially quite lengthy, and the new system is urgently needed (as described in the Contracting Process section of this letter), the Department recommends moving forward with approval of the recommended contract in advance of obtaining Cal DOJ approval. Although approval is not yet secured, the Department is confident the Cal DOJ will approve the Department's application, based on a careful review of Tyler Technologies' security controls by the Department and the Office of the CIO, discussions with Cal DOJ, and the approval given to Alameda County by Cal DOJ to use the same Tyler Supervision system in their jurisdiction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will enable the Probation Pretrial Services Bureau to continue providing critical Pretrial Services using a modern, flexible case management system, meet changes resulting from current bail reform, and can be adapted to changing requirements as pretrial reform continues to unfold.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return one stamped copy of the approved Board Letter to Adolfo Gonzales, Chief Probation Officer.

Respectfully submitted,

Reviewed by:

ADOLFO GONZALES
Chief Probation Officer

PETER LOO
Acting Chief Information Officer

AG:RG:DG

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



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
PRETRIAL SERVICES ASSESSMENT
AND MONITORING SYSTEM
AND RELATED SERVICES

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EXHIBITS

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EXHIBIT A.5 – Existing Workflows – Static- 99R Pre- Sentence & Post-Sentence

EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request

EXHIBIT A.7 – Existing Workflows – BD – Agency Request

EXHIBIT A.8 – Existing Workflows – BD – Defendant Request

EXHIBIT A.9 – Existing Workflows – Drug Court

EXHIBIT A.10– Existing Workflows – Name Change -Investigation

EXHIBIT A.11 – Existing Workflows – RRU

EXHIBIT A.12 – Existing Workflows – Pretrial Court Activity Monitoring & Non-Compliance

EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases

EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation

EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up

EXHIBIT A.16 – Existing Workflows – Alcohol and Electronic Monitoring – Abscond & Non-Compliance Follow Up

EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program

EXHIBIT A.18 – LASD Integration Requirements

EXHIBIT A.19 – CJIS – Charge Code Data Integration Requirements

EXHIBIT A.20 – PSAMS Data Elements

EXHIBIT A.21 – Tables for Migration – Phase I

EXHIBIT A.22 – Tables for Migration – Phase II

EXHIBIT A.23 – ORMS Profiles

EXHIBIT A.24 – Deliverable Acceptance Form

EXHIBIT A.25 – Change Order Form

EXHIBIT A.26 – Abbreviations and Acronyms

EXHIBIT A.27 – Third Party Products

EXHIBIT A.28 – Minimum System Requirements

EXHIBIT A.29 – Court Report Forms – Phase I

EXHIBIT A.30 – Letters and Notifications – Phase I

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EXHIBIT A.32 – Letters and Notifications – Phase II

EXHIBIT A.33 – PSAMS Deliverable Expectation Document

EXHIBIT B – Pricing Schedule

EXHIBIT C – PSAMS Project Timeline

EXHIBIT D – Contractor’s EEO Certification

EXHIBIT E – County’s Administration

EXHIBIT F – Contractor’s Administration

EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT H – Jury Service Ordinance

EXHIBIT I – Safely Surrendered Baby Law

EXHIBIT J – Information Security and Privacy Requirements Exhibit

EXHIBIT K – Service Level Requirements

EXHIBIT L – Confidentiality of CORI

EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification

EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement

EXHIBIT O – Specified Contractor Roles

EXHIBIT P - Background Request Forms

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
TYLER TECHNOLOGIES, INC.
FOR
PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
AND RELATED SERVICES

PREAMBLE

This Agreement for Pretrial Services Assessment and Monitoring System and Related Services (as further defined below, "**Agreement**") is made and entered into this ____ day of _____, 2021 ("**Effective Date**"), by and between the County of Los Angeles ("**County**") and Tyler Technologies, Inc. ("**Contractor**"), a Delaware corporation, with its principal place of business at 5101 Tennyson Pkwy, Plano, TX 75024. When used herein, the term "Agreement" includes the body of this Agreement and all exhibits ("**Exhibit(s)**"), attachments ("**Attachment(s)**"), and schedules ("**Schedule(s)**") appended to this Agreement; additional documents that the parties identify and agree to incorporate herein by reference; and all Amendments, Change Notices, and Change Orders (all as defined below) executed in accordance with the terms hereof. In the event of a conflict between the body of this Agreement and any Exhibit, Attachment, Schedule, or incorporated material, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the order of priority set forth in Paragraph 1.0 (Applicable Documents) below.

RECITALS

WHEREAS, Contractor is a provider of a commercial, off-the-shelf software known as Tyler Supervision technology platform and services related thereto;

WHEREAS, County desires to enter into an agreement with Contractor, among other things, to provide the Pretrial Services Assessment and Monitoring System and Related Services (as further defined in this Agreement, "**PSAMS Solution**"), which includes but is not limited to engaging Contractor (a) to provide access to all Licensed Software included in PSAMS Solution; (b) to perform Data Migration and all other Implementation Services and to provide all Configurations, Customizations, and Enhancements required for PSAMS Solution to meet County's functional, technical and/or business requirements; (c) to integrate the Licensed Software with Los Angeles County

Sheriff's Department's systems ("**LASD systems**") and other applicable County systems as specified in Exhibits A.18 (LASD Integration Requirements) and A.19 (CJIS – Charge Code Data Integration) to Exhibit A (Statement of Work); and (d) to host, maintain and support the Licensed Software, in each case, subject to the terms and conditions of this Agreement;

WHEREAS, the County may contract with private businesses for a pretrial services assessment and monitoring system solution when certain requirements are met;

WHEREAS, Contractor represents and warrants that it possesses the necessary special skills, knowledge, technical competence and sufficient staffing to perform all work described in this Agreement;

WHEREAS, the Contractor agrees to furnish the work described in this Agreement, subject to the terms of the Agreement; and

WHEREAS, this Agreement is authorized pursuant to California Government Code sections 23004 and 31000 and otherwise.

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

1.0 APPLICABLE DOCUMENTS

This Agreement and the Exhibits, Attachments, and Schedules hereto, together with all Change Notices, Change Orders, and Amendments executed in accordance with the terms hereof, collectively constitute the "**Agreement**," and are the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Paragraph 12.0 (Change to Agreement) and signed by both parties.

In the event of conflict or inconsistency between the body of this Agreement and any Exhibit, Attachment, or Schedule hereto, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits, Attachments, and Schedules in the following order of priority:

1.1 EXHIBIT J – Information Security and Privacy Requirements Exhibit

1.2 EXHIBIT A – Statement of Work

1.2.1 EXHIBIT A.1 – System Requirements – Phase I

1.2.2 EXHIBIT A.2 – System Requirements – Phase II

- 1.2.3** EXHIBIT A.3 – Current Systems Flow Diagram
- 1.2.4** EXHIBIT A.4 – Existing Workflows – Static-99R SRG
- 1.2.5** EXHIBIT A.5 – Existing Workflows – Static- 99R Pre- Sentence & Post-Sentence
- 1.2.6** EXHIBIT A.6 – Existing Workflows – OR – Candidate Selection & Investigation Request
- 1.2.7** EXHIBIT A.7 – Existing Workflows – BD – Agency Request
- 1.2.8** EXHIBIT A.8 – Existing Workflows – BD – Defendant Request
- 1.2.9** EXHIBIT A.9 – Existing Workflows – Drug Court
- 1.2.10** EXHIBIT A.10 – Existing Workflows – Name Change -Investigation
- 1.2.11** EXHIBIT A.11 – Existing Workflows – RRU
- 1.2.12** EXHIBIT A.12 – Existing Workflows – Pretrial Court Activity Monitoring & Non-Compliance
- 1.2.13** EXHIBIT A.13 – Existing Workflows – Regular Court Activity Monitoring for OR Releases
- 1.2.14** EXHIBIT A.14 – Existing Workflows – Alcohol and Electronic Monitoring – Investigation
- 1.2.15** EXHIBIT A.15 – Existing Workflows – Alcohol and Electronic Monitoring – Follow Up
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- 1.2.17** EXHIBIT A.17 – Existing Workflows – SRP- Supervised Release Program
- 1.2.18** EXHIBIT A.18 – LASD Integration Requirements
- 1.2.19** EXHIBIT A.19 – CJIS – Charge Code Data Integration Requirements
- 1.2.20** EXHIBIT A.20 – PSAMS Data Elements
- 1.2.21** EXHIBIT A.21 – Tables for Migration – Phase I
- 1.2.22** EXHIBIT A.22 – Tables for Migration – Phase II
- 1.2.23** EXHIBIT A.23 – ORMS Profiles
- 1.2.24** EXHIBIT A.24 – Deliverable Acceptance Form
- 1.2.25** EXHIBIT A.25 – Change Order Form
- 1.2.26** EXHIBIT A.26 – Abbreviations and Acronyms
- 1.2.27** EXHIBIT A.27 – Third Party Products
- 1.2.28** EXHIBIT A.28 – Minimum System Requirements
- 1.2.29** EXHIBIT A.29 – Court Report Forms – Phase I
- 1.2.30** EXHIBIT A.30 – Letters and Notifications – Phase I
- 1.2.31** EXHIBIT A.31 – Court Report Forms – Phase II
- 1.2.32** EXHIBIT A.32 – Letters and Notifications – Phase II
- 1.2.33** EXHIBIT A.33 – PSAMS Deliverable Expectation Document
- 1.3** EXHIBIT B – Pricing Schedule
- 1.4** EXHIBIT C – PSAMS Project Timeline

- 1.5 EXHIBIT K – Service Level Requirements
- 1.6 EXHIBIT M – Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and Certification
- 1.7 EXHIBIT N – CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement
- 1.8 EXHIBIT L – Confidentiality of CORI
- 1.9 EXHIBIT G – Contractor Acknowledgement and Confidentiality Agreement
- 1.10 EXHIBIT P – BACKGROUND REQUEST FORMS
- 1.11 EXHIBIT E – County’s Administration
- 1.12 EXHIBIT F – Contractor’s Administration
- 1.13 EXHIBIT D – Contractor’s EEO Certification
- 1.14 EXHIBIT H – Jury Service Ordinance
- 1.15 EXHIBIT I – Safely Surrendered Baby Law
- 1.16 EXHIBIT O - Specified Contractor Roles

2.0 DEFINITIONS

The following terms as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

Accept; Acceptance: The County Project Director’s or designee’s written approval of the Licensed Software, a Deliverable, and/or Optional Work in accordance with Paragraph 5.0 (Acceptance) of the Agreement, with such approval being indicated by County Project Director’s or designee’s signature on an Acceptance Certificate.

Acceptance Certificate: The acceptance certificate, substantially similar to form attached as Exhibit A.24 (Deliverable Acceptance Form) to Exhibit A (Statement of Work).

Acceptance Criteria: As defined in Subparagraph 5.1 (Acceptance Criteria) of the Agreement.

Acceptance Test(s); Acceptance Testing: As defined in Subparagraph 5.2 (Acceptance Tests) of the Agreement.

Agreement: As defined in Paragraph 1.0 (Applicable Documents).

Agreement term and term of this Agreement: As defined in Subparagraph 6.2 (Option Terms; Extensions; Term) of the Agreement.

Amendments: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Attachment(s): As defined in the preamble to the Agreement.

Business Day: Monday through Friday, 8:00 a.m. to 5:00 pm. Pacific Time, not including County holidays.

Change Notices: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Change Orders: As defined in Paragraph 12.0 (Change to Agreement) of the Agreement.

Chief Executive Officer: The County's Chief Executive Officer or successor.

Chief Probation Officer: The County's Chief Probation Officer or successor.

CJIS: As defined in Subparagraph 4.4 (Hosting Services).

CJIS Security Policy: As defined in Subparagraph 4.4 (Hosting Services).

Compatible; Compatibility: With respect to the Licensed Software and each component thereof, that (a) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the County Environment; (b) the applicable components of Third Party Products are capable of supporting, operating and otherwise performing all functions of such Third Party Products components set forth in the Specifications and this Agreement, when used in conjunction with the other components of the Licensed Software; (c) the applicable components of Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with the Third Party Products; and (d) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Agreement, when used in conjunction with one another and with the Hosted Environment.

Concurrent Users: The identified number of Users logged on to the PSAMS Solution simultaneously under normal operational conditions as defined by that type of User.

Confidential Information: As defined in Subparagraph 11.1 (General Confidentiality Obligation) of the Agreement.

Configuration: Configuration of the Licensed Software provided by Contractor to meet the County's requirements set forth in Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) or as Optional Work in order to meet changes in County's requirements from those set forth in the then-current version of Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work). "Configure" in its verb form means the act of configuring the Licensed Software in order to implement a Configuration.

Contractor: As defined in the preamble to the Agreement.

Contractor Key Staff: Contractor Project Director, Contractor Project Manager, and the other staff as identified in Section 2.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

Contractor Project Director: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

Contractor Project Manager: As defined in Subparagraph 10.1 (Contractor's Staff) of the Agreement.

County: As defined in the preamble to the Agreement.

County Data: As defined in Subparagraph 3.3.1 (Ownership of County Data) of the Agreement.

County Environment: As defined in Subparagraph 3.5 (Minimum System Requirements).

County Indemnitees: As defined in Subparagraph 20.1 (General Indemnification).

County Project Director: As defined in Subparagraph 9.1 (County Project Director) of the Agreement.

County Project Manager: As defined in Subparagraph 9.2 (County Project Manager) of the Agreement.

Cross-Over Issues: As defined in Subparagraph 4.6.1 (Cross-Over Issues) of the Agreement.

Customization and Enhancement: Customization to or enhancement of the Licensed Software. Customizations and Enhancements are not intended to include and shall not include changes to the Licensed Software that are required

to be provided to the Licensed Software as Revisions. “Customize” and “Enhance” in verb form mean the act of customizing or enhancing the Licensed Software in order to implement a Customization and Enhancement.

Data Migration: All Services provided by Contractor in order to migrate County Data from the ORMS and PPT+ systems to the PSAMS Solution so that such data is able to be accessed and use in the PSAMS Solution. Data Migration includes the activities set forth in Sections 3.2.3 and 3.3.4 of Exhibit A (Statement of Work).

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

Deficiency; Defect: The terms “Deficiency(ies)” and “Defects”, whether singular or plural, shall mean a failure of the Licensed Software to conform to the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II) and A.32 (Letters and Notifications – Phase II) to the Statement of Work, or in the Documentation. Future functionality to which the Licensed Software must conform may be updated, modified, or otherwise enhanced through Contractor’s Support Services, or otherwise in accordance with the Agreement, and the governing functional descriptions for such future functionality will be set forth in the then-current Documentation.

Deliverable(s): Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Agreement identified as a deliverable, by designation, number, or context, in Exhibit A (Statement of Work) and/or in any Scope of Work, or any document associated with the foregoing, including all Deliverable(s) in Exhibit A (Statement of Work).

Department or Probation: The County's Probation Department or successor.

Designated Test: As defined in Subparagraph 5.6.1 of the Agreement.

Disabling Device(s): As defined in Subparagraph 8.6 (Disabling Device) of the Agreement.

Dispute Resolution Procedure: As defined in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

Documentation: All of Contractor’s training course materials, system specifications and technical manuals, and all other user instructions or other documentation created by Contractor pursuant to this Agreement regarding the capabilities, operation, and use of the Licensed Software, including, but not limited to, online help screens contained in the Licensed Software, existing as of the Effective Date and any revisions, supplements, or updates thereto.

Effective Date: The date first set forth in the preamble to the Agreement, which is the date on which this Agreement has been approved by the Board of Supervisors and executed by authorized representatives of County and Contractor.

Exhibit(s): As defined in the preamble to the Agreement.

Final Acceptance: As defined in Subparagraph 5.5 (Final Acceptance) of the Agreement.

Holdback Amount(s): As defined in Subparagraph 7.3 (Holdbacks) of the Agreement.

Hosted Environment: The virtual servers, storage, network and data communications components, operating software, and related configurations and management tools, to be managed by Contractor as a part of its obligation to perform Hosting Services. The Hosted Environment includes the Hosted Environment for Production Use and all other environments described in this Agreement, including Exhibit A (Statement of Work).

Hosting Services: As defined in Paragraph 4.4 (Hosting Services) of the Agreement.

Hourly Rate: For Contractor's personnel, the fully burdened hourly rates set forth in Exhibit B (Pricing Schedule), which rates include an allocated average of direct and indirect costs, overhead, administrative expenses.

Initial Term: As defined in Subparagraph 6.1 (Initial Term) of the Agreement.

Intellectual Property Rights: All intellectual property or other proprietary rights, including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof.

Interfaces: Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by County or a third-party to a format supported at County or vice versa. "Interface" in its verb form means the act of the PSAMS Solution using an Interface to communicate with another County or third party system.

Implementation Fees: As defined in Subparagraph 4.2.1 of the Agreement.

Implementation Services: As defined in Subparagraph 4.2.1 of the Agreement.

ISO: International Organization for Standardization.

Legislative Revisions: As defined in Exhibit K (Service Level Requirements).

Licensed Software: Individually each, and collectively all, of the computer programs provided by Contractor under this Agreement (including Third-Party Products), including as to each such program, the processes and routines used in the processing of data, the object code, and all Configurations, Interfaces, Customizations, Enhancements, and Revisions provided hereunder by Contractor, and any and all programs otherwise provided by Contractor under this Agreement. All Licensed Software and the components thereof shall be release versions, and shall not be test versions (e.g., alpha or beta test version), unless otherwise agreed to in writing by County. Without limiting the foregoing, all New Software and Replacement Products shall become a part of the Licensed Software for all purposes under the Agreement, under and as described in the Agreement.

Maximum Agreement Sum: As defined in Subparagraph 7.1.3 of the Agreement.

New Software: Any function or module that is (i) not included in the Licensed Software marketed by Contractor as of the effective date of the Agreement, (ii) not related to the primary function for which the Licensed Software is used by County, and/or (iii) not otherwise to be provided to County under this Agreement as a Revision to the Licensed Software, in each case, which Contractor may provide upon County's request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work). Additional Interfaces and/or additional Customizations and Enhancements beyond those required by the then-current version of Exhibits A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II) to Exhibit A (Statement of Work) provided by Contractor upon County's request therefor in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work) shall be deemed New Software.

Optional Work: Additional licenses to existing Licensed Software, New Software, and/or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Subparagraph 4.5 (Optional Work).

Option Term: As defined in Subparagraph 6.2.1 (Option Terms; Extensions; Term) of the Agreement.

ORMS: As defined in Exhibit A (Statement of Work).

PCD: As defined in Exhibit A (Statement of Work).

Pacific Time: Will be considered local time for Los Angeles County.

Personally Identifiable Information or PII: As defined in Exhibit J (Information Security and Privacy Requirements Exhibit).

Phase; Phases: Phases I and II are collectively referred to as Phases; either is referred to as a Phase.

Phase I: The first phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Phase II: The second phase of implementation of the PSAMS Solution as described in Exhibit A (Statement of Work).

Priority Levels: As defined in Exhibit K (Service Level Requirements).

Pool Dollars: Absent an Amendment in accordance with Paragraph 12.0 (Change to Agreement), the maximum amount allocated under this Agreement for the provision by Contractor of Optional Work, including New Software and/or Professional Services, approved by County in accordance with the terms of this Agreement and for adjustments otherwise needed under this Agreement.

PPT+: As defined in Exhibit A (Statement of Work).

Production Use: The actual use of the Licensed Software in the Hosted Environment to process actual live data in County's day-to-day operations.

Professional Services: Services, including but not limited to consulting services, additional training, and/or customizations, which Contractor may provide upon County's request thereof in the form of Optional Work in accordance with Subparagraph 4.5 (Optional Work).

Pretrial Services Assessment and Monitoring System Solution or PSAMS Solution: The Licensed Software, Hosted Environment, and SaaS Services, including all modules, components and Documentation, collectively known as the Pretrial Services Assessment and Monitoring System and Related Services.

Replacement Product: As defined in Exhibit K (Service Level Requirements).

Revisions: Changes to the Licensed Software, including but not limited to (a) a bug fix, patch, or redistribution of the Licensed Software that corrects a Defect; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new Version; (c) any update to the Licensed Software designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; and (d) Legislative Revisions as required by Exhibit K (Service Level Requirements). Revisions do not include Customizations or Enhancements.

SaaS Fees: The fees payable by County in accordance with this Agreement for Contractor's provision of SaaS Services, as such fees are identified in Exhibit B (Pricing Schedule).

SaaS Services: Software as a service consisting of system administration, system management, and system monitoring activities that Contractor performs for the Licensed Software, and includes the right to access and use the Licensed Software as operated on the Hosting Environment, receive Hosting Services for the Licensed Software, and receive Support Services for the Licensed Software, including Downtime resolution under the terms of Exhibit K (Service Level Requirements), and data storage and archiving. For the avoidance of doubt, SaaS Services do not include the following services: (a) onsite support; (b) application design; or (c) other consulting services.

Schedule(s): As defined in the preamble to the Agreement.

Scope of Work: As defined in Subparagraph 4.5.3 (Change Order Process and Contents) of the Agreement.

Service Interdependencies: As defined in Subparagraph 4.6.2 (Service Interdependencies) of the Agreement.

Services: Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in the Specifications; (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services; and, as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Agreement, then such service or function shall be deemed to be part of the Services. Any hardware and/or software provided to County by Contractor pursuant to this Agreement shall be deemed part of the Services. There are several subsets of the Services, specifically "Implementation Services," "Data Migration," and "SaaS Services" that are included within this definition of "Services," even though they are sometimes referenced by the Service grouping name (e.g., "Implementation Services," "Data Migration," and "SaaS Services"). Each of these Service groupings includes both the broad definition of Services above, and the specific Services associated with the Service grouping and described in Exhibits, Attachments, or Schedules and related documents incorporated into the definition of that Service grouping.

Specifications: All specifications and requirements specified in Exhibit A (Statement of Work), including Exhibits A.1(System Requirements – Phase I) and A.2 (System Requirements – Phase II) and other applicable exhibits to Exhibit A (Statement of Work); all standards specified in Exhibit K (Service Level Requirements); and the Documentation for the Licensed Software, to the extent not inconsistent with any of the foregoing.

Subcontractor: Any person or entity with which Contractor or any of its subcontractors has entered into a subcontract in accordance with Paragraph 13.0 (Subcontracting) of the Agreement to perform all or any portion of any tasks, subtasks, Deliverables, goods, Services, or other work under the Agreement.

Support Services: As defined in Subparagraph 4.3 (Support Services) of the Agreement.

Tax; Taxes: Governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.

Third Party Product: All software and content to be licensed, leased or otherwise obtained by Contractor from a third-party. All Third Party Products provided by Contractor hereunder for use with PSAMS Solution or used for the performance of the Services are subject to prior written approval by County under and in accordance with Subparagraph 3.4 (Third Party Product) and expressly identified as Third Party Product in Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work).

Transition Period: As defined in Subparagraph 15.7.1 of the Agreement.

Transition Services: As defined in Subparagraph 15.7.2 of the Agreement.

User: Any person or entity authorized by the County to access the Licensed Software or use the SaaS Services.

Version: A Revision that is accompanied by a change in the reference to the Licensed Software in the number to the left of the period in the version numbering format X.XX.

3.0 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

3.1 License Grant

3.1.1 Scope of License

Subject to the terms and conditions of this Agreement, including, but not limited to payment by County of the applicable SaaS Fees set forth in Exhibit B (Pricing Schedule) in accordance with this Agreement, Contractor grants to County an unlimited (except as expressly set forth in this Agreement), non-exclusive, non-transferable (except as permitted by this Agreement) limited right to

access and use the Licensed Software solely for purposes of the current business scope provided by the Department's Pretrial Services Bureau as of the Effective Date and consistent with Exhibit A (Statement of Work) (as used in this Subparagraph 3.1.1, "**County's Business Purposes**"), in accordance with the terms of this Agreement and for the length of the term of this Agreement. The Licensed Software will be made available to the County according to the terms of Exhibit K (Service Level Requirements). County acknowledges that Contractor will not ship copies of the Licensed Software as part of the SaaS Services. Without limitation of the above, right to access and use the Licensed Software, which makes up the PSAMS Solution, will include making the Licensed Software and Documentation available to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's Business Purposes. County will ensure that any of the foregoing who are not employees, not under contract with the County, or are not otherwise under the management of County, will execute confidentiality and appropriate use restrictions as to the Licensed Software as set forth in the Agreement.

3.1.2 License Restrictions

The County may not: (a) make the Licensed Software or Documentation available in any manner to any third party for use in the third party's business operations except as expressly permitted by this Agreement; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us (it being understood and agreed the foregoing restriction does not limit the County's ability to work with third parties to achieve Interfaces with the Licensed Software, provided the third parties comply with the use restrictions and confidentiality obligations under this Agreement); or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Licensed Software, or Documentation available to any third party other than as expressly permitted by this Agreement. For the avoidance of doubt, the license restrictions set forth in this Subparagraph 3.1.2 do not impact County's ability to use, prepare derivative works, or distribute the output that the County can export from the PSAMS Solution, including without limitation all reports, graphs, charts, letters, notifications, forms, or other artifacts, beyond the term of this Agreement.

3.1.3 Documentation

At no additional charge to County, Contractor shall provide or make available to County all Documentation relating to the Licensed Software and the PSAMS Solution. If the Documentation for the Licensed Software is revised or supplemented at any time, Contractor shall promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County personnel, County designees, and Users of the PSAMS Solution, and incorporate such copies into its own technical and User manuals, provided that such reproduction relates to County's and Users' use of the Licensed Software as permitted in this Agreement, and all copyright and trademark notices, if any, are reproduced thereon. Contractor shall provide or make available to County all Documentation in electronic form. For purposes of this subsection, the availability of Contractor's Documentation on its website shall constitute an electronic form.

3.2 [Intentionally Omitted]

3.3 Proprietary Rights

3.3.1 Ownership of County Data

All of the County's Confidential Information, including without limitation Personally Identifiable Information and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Agreement; and all of the output that the County can export from the PSAMS Solution generated by County's use of the PSAMS Solution, including without limitation data within reports, graphs, charts, letters, notifications, forms, or other artifacts; modified County Data, etc. (collectively, "**County Data**") provided or made accessible by County to Contractor, is and shall remain the property of County.

3.3.2 Ownership of Software Deliverables

Contractor retains all right, title and interest in and to Deliverables (except for any County Confidential Information, if any, included in such Deliverables), subject to the rights expressly granted to the County under this Agreement.

3.3.3 License of Deliverable Subset

Regarding Deliverable Subset, Contractor hereby grants to County a limited, perpetual, irrevocable, fully paid up, non-transferable (except as permitted by this Agreement) license to use, prepare derivative works, and copy the Deliverable Subset for County's internal business purposes. During the term of this Agreement, County may distribute the Deliverable Subset, provided that the County's right of distribution hereunder shall be limited to Users (may include Non-County staff at the discretion of County) and any other Federal, State, and local agencies, and business partners as needed pursuant to County's internal business purposes. Nothing in this Subparagraph 3.3.3 prohibits the County from using the Deliverable Subset following expiration or termination of this Agreement for purposes of developing its requirements, provided the County does not reveal Contractor's confidential and proprietary information. The term "**Deliverable Subset**" means all Deliverables other than the Licensed Software, and Contractor's or County's working papers with respect to such Deliverables. Nothing under this Subparagraph 3.3.3 will divest Contractor's ownership in and to its confidential and proprietary information.

3.4 Third Party Product

The Contractor shall not use any Third Party Product in the PSAMS Solution without the prior written approval of the County to be granted or withheld in its sole discretion. The Third Party Products for which County has given such approval as of the Effective Date are as set forth on Exhibit A.27 (Third Party Products) to Exhibit A (Statement of Work), and such attachment shall be updated in accordance with this Agreement to reflect any additional Third Party Products for which County gives such approval after the Effective Date. In the event Contractor provides any Third Party Product to County in connection with this Agreement, Contractor shall obtain, at Contractor's sole cost and expense, a license for County to use and access the Third Party Product that is the equivalent to the license granted pursuant to Subparagraph 3.1 (License Grant). For the avoidance of doubt, Contractor shall support and maintain, at no additional charge to County, all Third Party Product to the same extent as the Licensed Software.

3.5 Minimum System Requirements

Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) sets out the minimum requirements for County's hardware and software configurations and network (collectively, "**County Environment**") that shall be Compatible with the PSAMS Solution and required in order for the PSAMS Solution to operate in accordance with the Specifications and this Agreement. Exhibit A.28 (Minimum System Requirements) to Exhibit A

(Statement of Work) may be updated from time to time only in accordance with Exhibit K (Service Level Requirements).

4.0 SERVICES

4.1 Services Generally

The Contractor will provide and implement the PSAMS Solution as specified in this Agreement. The Contractor will provide the Services, fulfill the obligations to County, produce and deliver the Deliverables, and retain the responsibilities set forth in this Agreement, and more specifically, Exhibit A (Statement of Work) and in accordance with Exhibit K (Service Level Requirements). Contractor shall use its best efforts to provide all work in accordance with the applicable timeframes set forth in Exhibit C (PSAMS Project Timeline), as revised by the PCD, and this Agreement. Contractor shall provide the Services without causing a material disruption of County's operations. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, 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.

4.2 Implementation Services

4.2.1 Contractor shall provide implementation services, including Licensed Software setup, installation, Configuration, Data Migration, testing, training, and other Services required for successful implementation of the PSAMS Solution, as provided in this Agreement and specified in Exhibit A (Statement of Work) (collectively, "**Implementation Services**"). Contractor shall provide Implementation Services in accordance with Exhibit A (Statement of Work) and the Agreement in exchange for County's payment of the applicable Implementation Fees in accordance with this Agreement. The "**Implementation Fees**" shall include any and all fees and costs to be paid by County for the Implementation Services, including all Services as that term is defined and the subset of those Services described in Exhibit A (Statement of Work), as specified in Exhibit B (Pricing Schedule). The Implementation Fees shall be a fixed fee amount specified in such Exhibit B (Pricing Schedule), except regarding those specific subtasks identified in Exhibit B (Pricing Schedule) as charged on a not-to-exceed basis.

4.2.2 Contractor shall use its best efforts to deliver all Deliverables by the date(s) specified in Exhibit C (PSAMS Project Timeline), as revised by the PCD, unless extended by County in writing prior to the Deliverables due date. Without limiting the foregoing, should Contractor anticipate that the Contractor resources assigned to

provide the Services, or any segment of Services, are not sufficient to timely complete the Services, Contractor shall supplement them with Contractor resources at no additional cost to County as needed to timely complete the Services, or any segment of Services, within the time set forth in Exhibit A (Statement of Work).

4.3 Support Services

4.3.1 During the term of this Agreement, Contractor shall provide the support and maintenance services for the Licensed Software described in this Agreement, including Exhibit K (Service Level Requirements) (collectively, the “**Support Services**”), in exchange for County’s payment of the SaaS Fees set forth on Exhibit B (Pricing Schedule) in accordance with this Agreement.

4.3.2 The Support Services shall commence with respect to the Licensed Software on the Effective Date. County shall start paying SaaS Fees as described in Subparagraph 7.1.1. Exhibit B (Pricing Schedule) shows the total maximum amount of SaaS Fees that may be payable by County for licensing of the Licensed Software and for provision of the SaaS Services.

4.4 Hosting Services

During the term of this Agreement, Contractor shall host the Licensed Software on the Hosted Environment which shall be located in a secure location within the United States on Amazon’s AWS GovCloud, on shared hardware. Hosting services shall conform to the requirements of Exhibit K (Service Level Requirements) (collectively, the “**Hosting Services**”), in exchange for County’s payment of the applicable SaaS Fees in accordance with this Agreement. County Data will be inaccessible to Contractor’s other clients. Contractor shall comply with the provisions of the Criminal Justice Information Systems (“**CJIS**”) Security Policy, as amended from time to time (“**CJIS Security Policy**”), which are applicable to Contractor in the performance of all Services under this Agreement. The Hosting Services shall commence upon the Effective Date, but County shall only be obligated to start paying SaaS Fees on the date set forth in Subparagraph 7.1.1.

4.4.1 Contractor represents and warrants that in connection with this Agreement Contractor shall not deliver for installation on County’s systems any software or programming, whether created or developed by Contractor or a third party.

4.4.2 Contractor represents and warrants that during the term of this Agreement Contractor will not withhold or suspend SaaS Services provided hereunder, for any reason, including but not limited to a

dispute between the parties arising under this Agreement, except that Contractor may suspend SaaS Services under the following conditions: (1) County has failed to pay undisputed invoices for a period that exceeds 180 days as of the date of Contractor's proposed suspension date; (2) Contractor has notified County Project Director sixty days prior to Contractor's proposed suspension date; and (3) prior to or promptly following delivery of such written notice, Contractor has invoked the Dispute Resolution Procedure regarding County's failure to pay; and (4) Contractor immediately resumes provision of SaaS Services upon County's payment of the undisputed invoices or as otherwise agreed to pursuant to the Dispute Resolution Procedure.

4.5 Optional Work

Upon County Project Director's written request and execution of a Change Order pursuant to the terms of this Agreement, Contractor shall provide Optional Work, including additional licenses to existing Licensed Software, New Software, and Professional Services, in accordance with this Subparagraph and the applicable Change Order, and at the applicable Hourly Rates set forth in Exhibit B (Pricing Schedule). Optional Work shall use and be capped at available Pool Dollars; County shall not request and Contractor shall not be obligated to provide Optional Work for which there are no available Pool Dollars.

4.5.1 Additional Licenses and New Software

Contractor shall provide to County additional licenses to existing Licensed Software and New Software as part of Optional Work in accordance with this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Any enhancements and/or modifications to the Licensed Software resulting from New Software shall be incorporated into and become part of the Licensed Software. All New Software, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the Licensed Software, and shall be subject to the terms and conditions of this Agreement.

4.5.2 Professional Services

Contractor shall provide to County Professional Services as part of Optional Work, including consulting services and/or additional training, in accordance this Subparagraph 4.5 (Optional Work) and the applicable executed Change Order. Specifically, County Project Director may from time to time, during the term of this Agreement, submit written requests for Professional Services for services not included in Implementation Services, Hosting Services, or Support

Services. Any enhancements and/or modifications to the Licensed Software resulting from Professional Services shall be incorporated into, and become part of, the Licensed Software. Any Professional Services that are Accepted in writing by County shall become a part of the Services, and any products of Professional Services, once Accepted by County pursuant to Paragraph 5.0 (Acceptance), shall become part of the PSAMS Solution, and shall be subject to the terms and conditions of this Agreement.

4.5.3 Change Order Process and Contents

1. County may require that Optional Work be provided on a (1) fixed price basis, (2) not-to-exceed amount basis, (3) time and materials basis, or (4) a combination of the above.
2. In response to County Project Director's request, Contractor shall submit to County for approval a scope of work describing the particular Optional Work and providing a proposed cost consistent with the payment method required by County to provide such Optional Work, calculated based on the applicable Hourly Rates (if applicable) and other pricing terms set forth in Exhibit B (Pricing Schedule) and elsewhere in the Agreement (each a "**Scope of Work**").
3. Following Contractor's delivery of the Scope of Work, County and Contractor shall work cooperatively to draft and agree on the Change Order developed using the Scope of Work and the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), which shall at a minimum include the tasks and Deliverables to be performed; County's functional, technical, and/or business requirements to become part of the Specifications; an analysis of any impact on existing Licensed Software and future Revisions; Acceptance Tests substantially similar in approach and scope as to that described in Exhibit A (Statement of Work), and a payment schedule for such Optional Work, including the Holdback required by Subparagraph 7.3.3 (Holdbacks) of this Agreement. Additionally, the County and Contractor shall agree in such Change Order whether the additional licenses to existing Licensed Software, New Software, or Professional Services that are the subject of such Change Order require an increase in the SaaS Fees for SaaS Services under this Agreement.
4. Notwithstanding anything to the contrary in this Subparagraph 4.5, any change rising to the level of an Amendment under

Paragraph 12.0 (Changes to Agreement) shall be accomplished pursuant to an Amendment.

4.5.4 Options for Certain Optional Work

1. County has the option, exercisable in its sole discretion, to engage Contractor to provide integration between the PSAMS Solution and the California Superior Court's Odyssey system as Optional Work at no cost using Contractor's standard Tyler Alliance integration technology. If County determines to use another integration technology, provision of such integration shall be treated as traditional Optional Work the cost set forth in the applicable Change Order or Amendment developed under this Subparagraph 4.5.
2. County has the option, exercisable in its sole discretion, to engage Contractor to provide as Optional Work, the work described in that certain letter from Contractor to the County dated as of September 22, 2021, at the cost set forth in such letter.

4.6 Multi-Vendor Environment

4.6.1 Cross-Over Issues

Contractor acknowledges that it will be delivering the Services and/or Licensed Software in a multi-vendor environment, with the County and other service providers providing services relating to the PSAMS Solution. Effective operation of such an environment requires not only the cooperation among all service providers, including Contractor, but also collaboration in addressing service-related issues that may cross over from one service area or provider to another and related to the Services (in this Subparagraph, "**Cross-Over Issues**"). As part of the Services, Contractor will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross-Over Issues in the same manner as if the Contractor Service relevant to the Cross-Over Issue was being provided in-house by County rather than by Contractor.

4.6.2 Service Interdependencies

Contractor shall use commercially reasonable efforts to identify all work efforts of which Contractor has knowledge, whether performed by Contractor, Subcontractors, Contractor third-party vendors, or County that may impact the delivery of Services to be delivered (a) during the period extending from the Effective Date to Final Acceptance for Phase II or (b) during implementation of any Optional

Work (in this Subparagraph, the “**Service Interdependency**”). For each Service Interdependency, Contractor shall verify that project plans, detailed to the task level with individual performance responsibility identified, have been developed by the party responsible for the work or deliverable, and validate that each project plan reflects delivery of the work or deliverables required by Contractor to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall implement processes to insure it is receiving regular reports, from all parties responsible for a Service Interdependency, with sufficient data to enable it to validate that each Service Interdependency is proceeding in accordance with the timing applicable to that Service Interdependency, and that the then current timing of delivery of the work or deliverables as to each Service Interdependency will not adversely impact Contractor’s ability to deliver the Licensed Software and/or Services in accordance with the Specifications. Contractor shall take reasonable steps to validate that the data it receives in the reporting process is supported by tangible progress on the Service Interdependency. Within a reasonable period of time of knowledge of any Service Interdependency that will impact delivery of the Services, Contractor shall provide County with a written report outlining the scope and nature of such Service Interdependency issue and Contractor’s proposed resolution to remedy such Service Interdependency issue.

4.7 Reserved

4.8 No Offshore Work

All Services shall be performed and rendered within the United States. In particular, Contractor warrants that it will not transmit or make available any County Confidential Information, County’s intellectual property or any County property to any entity or individual outside the United States.

4.9 Intentionally Omitted

5.0 ACCEPTANCE

5.1 Acceptance Criteria

The Licensed Software, Deliverables, and Optional Work may be subject to acceptance testing by County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the parties, as developed in accordance with Exhibit A (Statement of Work) and this Paragraph 5.0 (Acceptance) (the “**Acceptance Criteria**”). Such Acceptance Criteria shall be based, at a minimum, on conformance of such work to the Specifications. Acceptance Certificates may be submitted by Contractor by e-mail to

County Project Director and Project Manager, and signed by County Project Director or designee and returned to Contractor by e-mail at the applicable addresses show in Exhibits E (County's Administration) and F (Contractor's Administration).

5.2 Acceptance Tests

5.2.1 When Contractor notifies County that one or more components of the Licensed Software has been implemented as required under Exhibit A (Statement of Work) or that a Service, Deliverable, or milestone (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related Licensed Software, Services, Deliverables, and/or milestones to determine whether they comply in all material respects with the Acceptance Criteria. Testing may be performed at various stages of the Implementation Services as set forth in the Statement of Work, or otherwise deemed appropriate by County.

5.2.2 County and/or Contractor shall conduct all tests in Exhibit A (Statement of Work) (hereinafter "**Acceptance Test(s)**").

5.2.3 For each Acceptance Test, Contractor shall provide County testing scenarios consistent with Contractor's best practices for the applicable Licensed Software or Deliverable.

5.3 Production Use

With respect to each of Phase I and Phase II, the Licensed Software shall be ready for Production Use when the County Project Director, or his/her designee, approves in writing (a) Contractor's transition of the Licensed Software for such Phase to the Hosted Environment for Production Use, and (b) documented results provided by Contractor certifying successful transition of the Licensed Software for such Phase to the Hosted Environment for Production Use and operation of the PSAMS Solution in accordance with the Specifications.

5.4 Licensed Software Use

With respect to each of Phase I and Phase II, following installation of the Licensed Software by Contractor and prior to Final Acceptance for such Phase by County, County shall have the right to use, in a Production Use mode, the Licensed Software for such Phase, without any additional cost to County (except as provided for in Subparagraph 7.1.1) where County determines that it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Agreement and shall

not be deemed Acceptance or Final Acceptance for such Phase of the Licensed Software.

5.5 Final Acceptance

With respect to each of Phase I and Phase II, the Licensed Software shall achieve “**Final Acceptance**” when the Licensed Software for such Phase in its entirety, as installed and configured, operates in Production Use for a period of 60 days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

5.6 Failed Testing

5.6.1 If the County Project Director makes a good faith determination at any time that a Deliverable has not successfully completed an Acceptance Test or that the Licensed Software for a Phase has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 5.6 (Failed Testing) as “**Designated Test**”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable has failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the Licensed Software or Deliverable again fails to pass the applicable Designated Test, the County Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Licensed Software or Deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Licensed Software or Deliverable as will permit the Licensed Software or Deliverable to be ready for retesting. All notices under this Subparagraph 5.6.1 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County’s Administration) and F (Contractor’s Administration).

- 5.6.2** Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Agreement in accordance with Subparagraph 15.2 (Termination for Default) on the basis of such non-curable default.
- 5.6.3** Such a termination by County may be, subject to the Dispute Resolution Procedure, as determined by County in its sole judgment: (i) a termination with respect to one or more of the components or Phases of the Licensed Software; (ii) a termination of any part of Exhibit A (Statement of Work) relating to the Licensed Software or Deliverable that is not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the PSAMS Solution as a whole, the entire Agreement. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Agreement or by law. For the avoidance of doubt and without limiting Subparagraph 24.25 (Waiver), no prior approval or Acceptance by County of any Licensed Software or Deliverable shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Subparagraph 5.6 (Failed Testing).

6.0 TERM OF CONTRACT

6.1 Initial Term

The term of this Agreement shall commence upon the Effective Date and shall remain in effect for an initial term of five (5) years commencing after the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Agreement ("**Initial Term**").

6.2 Option Terms; Extensions; Term

- 6.2.1** At the end of the Initial Term, the County may, at its sole option, extend this Agreement term for up to three (3) additional two (2) year option terms ("**Option Term**"), for a maximum possible total Agreement term of eleven (11) years. The Option Term may be exercised at the sole discretion of the Chief Probation Officer or such person's designee as authorized by the Board of Supervisors.

6.2.2 Contingent upon available funding, the term of the Agreement 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 or such person's designee and the written concurrence of the Contractor. All terms of the Agreement in effect at the time of extending the term shall remain in effect for the duration of the extension. As used in this Agreement, "**Agreement term**" or "**term of this Agreement**" shall mean and include the Initial Term, the Option Term if exercised, and all month-to-month extensions under this provision.

6.2.3 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 determining whether the County will exercise an Agreement Option Term or extension option.

6.3 Notice of Expiration

The Contractor shall notify County Project Director and Project Manager when this Agreement is within six (6) months of the expiration of the Initial Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in Exhibit E (County's Administration). Notwithstanding the foregoing, Contractor's failure to provide such notification shall not constitute a material breach of this Agreement.

7.0 CONTRACT SUM

7.1 General

7.1.1 Contractor shall invoice County in accordance with Exhibit B (Pricing Schedule) (1) for Implementation Services, based on the Deliverable amounts due, upon Contractor's completion and County's Acceptance of each billable Deliverable; (2) for access to the Licensed Software and SaaS Services for the Licensed Software, by payment of applicable quarterly SaaS Fees in arrears for each quarter starting with the first calendar quarter following the Effective Date as specified in Schedule B.3 (SaaS Fees) to Exhibit B (Pricing Schedule); and (3) for Optional Work, on a per Change Order/Amendment basis by payment of the applicable amounts set forth in such Change Order or Amendment for the provision of such Optional Work, not to exceed any maximum fixed price or not-to-exceed amount quoted for such Optional Work, according to such Change Order's or Amendment's payment schedule and, if none, following Contractor's completion and County's Acceptance of all work under such Change Order or Amendment.

7.1.2 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.

7.1.3 The “**Maximum Agreement Sum**” under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, Deliverables, goods, Licensed Software, PSAMS Solution, Services, and Optional Work under and during the term of this Agreement. If County does not Accept work under and in accordance with this Agreement, no payment shall be due Contractor for such work. The Maximum Agreement Sum, including all applicable Taxes and Pool Dollars, authorized by County hereunder shall not exceed \$7,157,257, as further detailed in Exhibit B (Pricing Schedule), unless the Maximum Agreement Sum is modified by an Amendment to this Agreement pursuant to Paragraph 12.0 (Change to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the PSAMS Solution, including the Licensed Software and Services, including Implementation Services, SaaS Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor.

7.1.4 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 Maximum Agreement Sum under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director and Project Manager at the address herein provided in Exhibit E (County’s Administration). Notwithstanding the foregoing, Contractor’s failure to provide such notification shall not constitute a material breach of this Agreement.

7.2 No Payment for Services Provided Following Expiration/Termination of Agreement

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 Agreement. 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 Agreement 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 Agreement.

7.3 Holdbacks

- 7.3.1** Upon Contractor's completion and County's Acceptance of each Deliverable under Exhibit A (Statement of Work), payment of eighty-five percent (85%) of the amount due and payable for such Deliverable will be made by County for the Deliverable. The remaining fifteen percent (15%) of the payment associated with such Deliverable (each a "**Holdback Amount**;" cumulatively for all Deliverables, the "**Holdback Amounts**") will be retained by County and the Holdback Amounts for all Deliverables under each Phase will be payable upon Final Acceptance of such Phase pursuant to Subparagraph 5.5 (Final Acceptance), subject to adjustment for any amounts arising under this Agreement owed to the County by the Contractor. To account for such Holdback Amounts, Contractor will only invoice County for eighty-five percent (85%) of the amount due and payable for each Deliverable.
- 7.3.2** A Deliverable shall be deemed approved for purposes of this Subparagraph on the earliest date that all of the tasks, subtasks, Deliverables, goods, Services and other work required for completion of the Deliverable are completed, tested for acceptability, and Accepted by County in accordance with Subparagraph 5.1 (Acceptance Criteria). The determination of whether each Deliverable has been so completed and so Accepted shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Deliverable has been completed and is given all the necessary information, data, and documentation shall be subject to verify such completion.
- 7.3.3** Unless otherwise agreed to by County Project Director with respect to a specific Change Order, when preparing a Change Order for Optional Work, all such Deliverables may be subject to a fifteen percent (15%) Holdback Amount payable on Contractor's full completion and County's Acceptance of all work under such Change Order.

7.4 Invoices and Payments

- 7.4.1** The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work), the applicable Change Order, 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 Agreement, and shall include supporting documentation (including but not limited to identification of the specific work for which payment is claimed; copies of fully executed Acceptance

Certificates evidencing County Project Director's approval of such work and the payment amount; indication of the applicable Holdback Amount and the cumulative Holdback Amounts accrued under this Agreement; indication of any credits or withholds accrued under this Agreement; and any other supporting documentation reasonably requested by County Project Director. In the case of Deliverables charged on a not-to-exceed basis as specified in Schedule B.2 (Hourly Not-to-Exceed Deliverables) of Exhibit B (Pricing Schedule), Contractor shall identify the hours charged by Deliverable. 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 Accepted by County. The making of any payment or payments by County, or receipt thereof by the Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, PSAMS Solution, Services, Deliverables, and Optional Work in accordance with this Agreement, and shall not imply Acceptance by the County of such items or the waiver of any warranties or requirements of this Agreement.

- 7.4.2** The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 7.4.3** The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) or applicable Change Order/Amendment describing the tasks, Deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 7.4.4** The Contractor shall submit the invoices to the County by the 15th calendar day of the month following the period of service.
- 7.4.5** All invoices under this Agreement shall be submitted to the address for invoices indicated on Exhibit E (County's Administration).

7.5 County Approval of Invoices; Payment of Approved Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Director or designee 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.

7.6 Invoice Disputes

- 7.6.1** The County Project Director or designee will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Director does not receive a written explanation for the charges within such thirty (30) day period, the County Project Director will invoke the Dispute Resolution Procedure in Paragraph 23.0 (Dispute Resolution Procedure).
- 7.6.2** If County believes any delivered Licensed Software, other Deliverable, or Service does not conform to the provisions of this Agreement, County will provide Contractor with written notice within thirty (30) days of County's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues County contends are in dispute so that Contractor can confirm the issue and respond to County's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in County's notice. Contractor will work with County as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in County's notice. County may withhold payment of the amount(s) actually in dispute, and only those amounts, until Contractor completes its action items outlined in the plan.
- 7.6.3** Payments withheld by County in accordance with this Subparagraph 7.6 shall be considered in dispute for purposes of this Agreement.
- 7.6.4** The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the Licensed Software, other Deliverables, and Services in accordance with this Agreement, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Agreement.

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

- 7.7.1** 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).

7.7.2 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.

7.7.3 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.

7.7.4 At any time during the duration of the Agreement, 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.

7.8 Intentionally Omitted

7.9 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including the Option Term), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly, all pursuant to a negotiated Amendment entered into in accordance with this Agreement. 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 negotiated Amendment, the Contractor shall continue to provide all of the Services set forth in this Agreement.

7.10 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations directly relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records directly

relating to its performance of this Agreement. 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 directly relating to this Agreement, except that access to employment records shall be limited to legally required audits. All such material shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement 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. Contractor can make all such material available to County using a mutually agreed upon electronic means.

7.10.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.10.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 7.10 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

7.10.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, at the County's expense, 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) deducted from any amounts due to the Contractor from the County. 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 Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

7.11 Taxes

The Maximum Agreement Sum shown in Subparagraph 7.1.3 shall be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use

Taxes on all Licensed Software provided by Contractor to County pursuant to or otherwise due as a result of this Agreement, including, but not limited to, the provision of SaaS Services, to the extent applicable, calculated using rates effective as of the Effective Date. All California sales/use Taxes shall be paid directly by Contractor to the State or other taxing authority. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, any and all such California and other State and local sales/use Taxes. Further, Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold harmless County Indemnitees from, all applicable California and other State and local sales/use Tax on all other items provided by Contractor pursuant to this Agreement and shall pay such Tax directly to the State or other taxing authority. In addition, Contractor shall be solely responsible for all Taxes based on Contractor's income or gross revenue, or personal property Taxes levied or assessed on Contractor's personal property to which County does not hold title.

7.12 Out-of-Pocket Expenses

Contractor shall not be entitled for reimbursement of any expenditures for Contractor's staff transportation, meals, and lodging except to the extent expressly agreed in a Change Order, Change Notice or Amendment entered into following Final Acceptance for Phase II, with all such expenditures being in accordance with Los Angeles County Code Chapter 5.40 (Travel and Other Expenses). Contractor must obtain County Project Director's authorization in advance of incurring out-of-pocket expenses.

8.0 REPRESENTATIONS AND WARRANTIES

8.1 Authorization Warranty

Contractor represents and warrants that the person executing this Agreement 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 Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.2 Performance of Services

Contractor represents and warrants the Services will be performed and the Deliverables developed in a professional and workmanlike manner in accordance with this Agreement and consistent with generally accepted industry standards and practices.

8.3 Licensed Software Warranty

Contractor represents and warrants that the Licensed Software will perform without Defects during the term of this Agreement. If the Licensed Software does not perform as warranted, Contractor will use its commercially reasonable efforts to cure the Defect in accordance with Exhibit K (Service Level Requirements).

8.4 Service Levels

Contractor represents and warrants that when operated in conformance with the terms of this Agreement, the Licensed Software and/or Services (as applicable) shall achieve the service levels ("**Service Levels**") set forth in Exhibit K (Service Level Requirements).

8.5 Reserved

8.6 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the PSAMS Solution or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County's Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the PSAMS Solution or any component to County or any user or which could alter, destroy, or inhibit the use of the PSAMS Solution or any component, or the data contained therein (in this Subparagraph, collectively, "**Disabling Device(s)**"), which could block access to or prevent the use of the PSAMS Solution or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any PSAMS Solution component provided to County under this Agreement, nor shall Contractor knowingly permit any subsequently delivered or provided PSAMS Solution component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the PSAMS Solution or Revisions thereto prior to the installation onto the PSAMS Solution and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

8.7 Destructive Mechanism

Contractor represents and warrants that Contractor shall not invoke any destructive mechanisms as described in this Subparagraph 8.7 at any time, including upon expiration or termination of this Agreement for any reason. Except if and to the extent expressly necessary for performance of Support Services or any other servicing or support expressly authorized in writing by

County, in no event shall Contractor or anyone acting on its behalf, disable or interfere, in whole or in part, with County's use of the Licensed Software or any software, hardware, systems or data owned, utilized, or held by County without the written permission of the Chief Probation Officer or designee, whether or not the disablement is in connection with any dispute between the parties or otherwise. Contractor understands and acknowledges that a breach of this Subparagraph could cause substantial harm to County and to numerous third parties having business relationships with County.

8.8 Non-Infringement

Contractor represents and warrants to the best of Contractor's knowledge, the Licensed Software and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the Licensed Software and Deliverables will not infringe the intellectual property rights of any third party. Provided Contractor is in full compliance with Subparagraph 20.2 (Intellectual Property Indemnification) of this Agreement, County's sole remedy for a breach of this warranty is set forth in Subparagraph 20.2 of this Agreement.

8.9 Pending Litigation

Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Agreement. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the Licensed Software to perform in accordance with the Specifications set forth in Exhibits A.1 (System Requirements – Phase I); A.2 System Requirements – Phase II); A.18 (LASD Integration Requirements); A.19 (CJIS – Charge Code Data Integration Requirements); A.27 (Third Party Products); A.29 (Court Report Forms – Phase I); A.30 (Letters and Notifications – Phase I); A.31 (Court Report Forms – Phase II) and A.32 (Letters and Notifications – Phase II) to the Statement of Work, and the Documentation.

8.10 Pass-Through of Warranties

Contractor hereby passes through to County all warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

8.11 Other Warranties

During the term of this Agreement, Contractor shall not subordinate this Agreement or any of its rights hereunder to any third party without the prior

written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the PSAMS Solution in accordance with this Agreement. Notwithstanding the foregoing, County prior written consent in the event of an assignment, merger, or purchase of substantially all of Contractor's assets is required only as is set forth in Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions). Contractor represents and warrants that this Agreement and the Licensed Software licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the PSAMS Solution without interruption subject to the terms of this Agreement. As of the date furnished, no statement contained in writing contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

8.12 Remedies

County's remedies under the Agreement for the breach of the warranties set forth in this Agreement will include, but not be limited to, the corrective measures and remedies provided in Exhibit K (Service Level Requirements) and the ability to terminate this Agreement for default in accordance with Subparagraph 15.2 (Termination for Default).

9.0 ADMINISTRATION OF AGREEMENT - COUNTY

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

9.1 County Project Director

Responsibilities of the County Project Director include providing executive control, management, and oversight of the Agreement.

The County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is only authorized to obligate County as is specifically provided in this Agreement.

9.2 County Project Manager

The responsibilities of the County Project Manager include:

- meeting with the Contractor Project Manager on a regular basis;

- inspecting any and all Tasks, Deliverables, goods, Services, or other work provided by or on behalf of the Contractor; and
- overseeing the day-to-day administration of this Agreement.

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

9.3 County's Contract Manager

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

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

9.4 County's Contract Monitor

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

10.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

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

10.1 Contractor's Staff

- 10.1.1** The Contractor shall have a Project Director and Project Manager pursuant to Section 2.3.1 (Roles and Responsibilities) of Exhibit A (Statement of Work).
- 10.1.2** The Contractor shall be responsible for providing competent staff to serve as Contractor Key Staff as described in Section 3.3.2 (Key Resources/Personnel) of Exhibit A (Statement of Work).

- 10.1.3** Contractor shall not employ any person under the age of twenty-one (21) years to perform work under this Agreement unless the Contractor receives written approval by the County Project Director.

10.2 Approval of Contractor's Staff

All Contractor staff must meet the applicable requirements under this Agreement. In the event any Contractor staff fail to perform in accordance with the terms of the Agreement, including but not limited to the services warranty and background check requirements hereunder, the County shall have the right to require Contractor to remove such staff.

- 10.2.1** In the event Contractor should desire to remove any Contractor Key Staff from performing work under this Agreement, Contractor shall provide County with notice at least fifteen (15) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act or illness), and shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 10.2.2** Contractor shall promptly fill any vacancy in Contractor Key Staff that has been created for any reason with individuals having qualifications at least equivalent to those of Contractor Key Staff being replaced.
- 10.2.3** All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Staff and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

10.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff under this Agreement with a photo identification badge, which shall be worn at all times when Contractor staff is on County premises. Contractor shall notify the County within one business day when staff is terminated from working under this Agreement.

10.4 Background and Security Investigations

Contractor has set forth on Exhibit O (Specified Contractor Roles) as of the Effective Date those roles of its staff who may have access to County Data. Background and security investigations must be conducted of the Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor

Roles). If following the Effective Date additional roles of Contractor's staff or replacement staff may have access to County Data, background and security investigations must additionally be conducted of such staff. The cost of background checks is the responsibility of the Contractor. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 10.4.1 through 10.4.5 of this Agreement. Contractor shall report, in writing, in the event Contractor discovers non-compliance with this Subparagraph 10.4. Elements of the monitoring report shall receive prior written approval from the County.

10.4.1 The Contractor shall submit the names of the Contractor's or Subcontractor's employees or agents required to have a background and security investigation pursuant to this Subparagraph 10.4 to the County Project Manager specified in Exhibit E (County's Administration) prior to the employee or agent commencing work on this Agreement, by using the Background Request Forms attached hereto as Exhibit P, as well as a completed Contract Background Application (also attached as Exhibit P) for each such employee and agent. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of such employees and agents. County shall have the right to conduct background investigations of such employees and agents prior to commencement of work under the Agreement. Such employees and agents fully consent and agree to County's background investigations and shall not begin work on this Agreement before receiving written notification of clearance from the County. For the avoidance of doubt, employees and agents of Contractor's cloud service provider for Hosting Services are not required to have a background and security investigation pursuant to this Subparagraph 10.4 unless such employees and agents are filling the roles set forth in Exhibit O (Specified Contractor Roles).

10.4.2 No personnel employed by the Contractor or Subcontractor for this service having access to County Data 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 work under this Agreement is approved in writing by the County.

10.4.3 No Contractor or Subcontractor staff providing work under this Agreement shall be on active probation or parole.

10.4.4 The Contractor or Subcontractor staff performing work under this Agreement shall be under a continuing obligation to disclose any

prior or subsequent criminal conviction record or any pending criminal trial to the County.

- 10.4.5** Because the County is charged by the State for checking the criminal records of the Contractor's or Subcontractor's employees and agents; 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.

10.5 Employment Eligibility Verification

- 10.5.1** 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 Agreement 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.
- 10.5.2** The Contractor shall indemnify, defend, and hold harmless, the County Indemnitees from employer sanctions and any other liability which may be assessed against the County 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 Agreement.

11.0 CONFIDENTIALITY

11.1 General Confidentiality Obligation

Each party shall protect, secure, and keep confidential records, materials, documents, data, and/or other sensitive information, including without limitation Personal Information; Personally Identifiable Information; information relating to County's constituents, Users, partners, or personnel; juvenile and adult criminal history information and other records; Probation case information; other County Data; and any other sensitive data, records and information received, obtained and/or produced under the provisions of this Agreement ("**Confidential Information**") in accordance with this Agreement and with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

11.2 Nature of Confidential Information

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Subparagraph 11.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party's Confidential Information.

11.3 Required Actions Regarding County's Confidential Information

11.3.1 The Contractor shall restrict access to the County's Confidential Information only to its officers, employees, agents and Subcontractors who need the County's Confidential Information to perform official duties under the Agreement. The Contractor shall inform all of its officers, employees, agents and Subcontractors providing Services hereunder of the confidentiality provisions of this Agreement. Contractor shall cause each employee and non-employee performing Services covered by this Agreement to sign and adhere to written confidentiality obligations. Contractor shall sign and adhere to the provisions of Exhibit G (Contractor Acknowledgement and Confidentiality Agreement). The Contractor shall be responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which the Contractor discloses the Confidential Information of the County.

11.3.2 The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Subparagraph 11.3.1; (c) not disclose, except as otherwise specifically permitted by the Agreement, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return, destroy, or maintain all of County's Confidential Information in accordance with this Agreement.

11.3.3 Without limiting the generality of the preceding subparagraph, in the event the Contractor receives any court or administrative agency order, or service of process regarding any of County's Confidential Information, the Contractor shall promptly notify (to the

extent permitted by law) the County. Thereafter, the Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the Contractor shall use commercially reasonable efforts to delay such compliance and cooperate with the County to obtain relief from such obligations to disclose until the County shall have been given a reasonable opportunity to obtain such relief. Additionally, the Contractor shall promptly notify the County of any improper action with respect to the County's Confidential Information that comes to the Contractor's attention.

11.4 Confidentiality of Adult and Juvenile Records

- 11.4.1** By State law (California Welfare and Institutions Code sections 827 and 828, and Penal Code sections 1203.05, 1203.09, and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except to those authorized employees of the County and law enforcement agencies.
- 11.4.2** The Contractor's staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff shall be given copies of all cited code sections, and a Criminal Offender Record Information ("**CORI**") form to sign, as provided in Exhibit L (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County Project Manager as indicated on Exhibit E (County's Administration) within five (5) business days of start of employment. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copies of all cited code sections and obtain a signed CORI form from such staff.
- 11.4.3** 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.

11.5 CJIS Security Policy and Addendum

Contractor shall comply with the provisions of the CJIS Security Policy, as amended from time to time, in the performance of all Services under this Agreement. Contractor shall provide to each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services

Security Addendum attached hereto as Exhibit M. Additionally, Contractor shall obtain a signed Certification also attached hereto as Exhibit M from each such staff member and provide the same to County Contract Manager prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor shall provide such staff with a copy of the CJIS Security Policy and the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum, obtain a signed Certification from each such staff member, and provide the same to County Contract Manager prior to such staff member performing work under this Agreement.

11.6 CLETS Private Contractor Management Control Agreement and CLETS Employee/Volunteer Statement

The PSAMS Solution have access to California Law Enforcement Telecommunications System (in this Subparagraph 11.6, "**CLETS**"), and in order for Contractor to be allowed access to CLETS, County must obtain from Contractor a fully-executed CLETS Private Contractor Management Control Agreement attached hereto as Exhibit N. Additionally, Contractor must obtain from each member of its staff filling the roles set forth in Exhibit O (Specified Contractor Roles) and all replacements to such staff, a signed CLETS Employee/Volunteer Statement, also attached hereto as Exhibit N, prior to such staff member performing work under this Agreement. If following the Effective Date additional roles of Contractor's staff may have access to County Data, Contractor must obtain a signed CLETS Employee/Volunteer Statement from each such staff member. Contractor shall provide County Contract Manager with its fully executed CLETS Private Contractor Management Control Agreement on or before the Effective Date and each signed CLETS Employee/Volunteer Statement prior to the applicable staff member performing work under this Agreement.

11.7 Intentionally Omitted.

11.8 Non-Exclusive Equitable Remedy

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

11.9 Personally Identifiable Information

In connection with this Agreement and performance of the services, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Agreement and otherwise in compliance with all applicable State and Federal laws, rules, and regulations for the sole purpose of performing the Services.

11.9.1 Treatment of Personally Identifiable Information

Without limiting any other warranty or obligations specified in this Agreement, and in particular the confidential provisions of this Paragraph 11.0 of the Agreement, during the term of this Agreement and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Agreement or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Agreement and all applicable State and Federal laws, rules, and regulations.

11.9.2 Retention of Personally Identifiable Information

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Agreement. As soon as Contractor no longer needs to retain such PII in order to perform its duties under this Agreement, Contractor will promptly return or destroy or erase at County's option all originals and copies of such PII in accordance with this Paragraph 11.0 (Confidentiality).

11.10 Publicity

The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, 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 Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 11.10 shall apply.

11.11 Public Records Act

11.11.1 Any documents submitted by the Contractor to the County in connection with this Agreement shall be subject to disclosure pursuant to the California Government Code Section 6250 et seq. (Public Records Act).

11.11.2 The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those appropriately marked pursuant to the Public Records Act, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

11.11.3 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 Indemnitees from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

11.12 Information Security and Privacy Requirements

Without limiting this Paragraph 11.0, Contractor, its officers, employees, Subcontractors, agents, and the PSAMS Solution, as applicable, shall, at all times, during the term of this Agreement, comply with Exhibit J (Information Security and Privacy Requirements Exhibit). Prior to the Effective Date, Contractor completed and delivered to County (a) the SaaS Security & Privacy Assessment, file dated November 5, 2020 and (b) the Cyber Liability Insurance Assessment Matrix, file dated July 13, 2021 (collectively referred to in this Subparagraph 11.12, “**Current Security Assessments**”). Contractor represents and warrants that all responses contained in the Current Security Assessments are true and correct as of the Effective Date.

11.13 Material Breach

Any breach of this Paragraph 11.0 by Contractor shall constitute a material breach of this Agreement and be grounds for termination of this Agreement pursuant to the applicable provisions of Subparagraph 15.2 (Termination for Default) of this Agreement.

12.0 CHANGE TO AGREEMENT

No representatives of either County or Contractor, including those named in this Agreement, are authorized to make any changes in and of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 12.0 (Change to Agreement) or as expressly provided elsewhere in this Agreement.

12.1 Amendment

- 12.1.1** County reserves the right to change any portion of the Services required under this Agreement and to change any other provisions of this Agreement through execution of an Amendment. To implement any change to the Services or to change any provisions of this Agreement, an Amendment to the Agreement shall be prepared, agreed to by the parties, and executed by the authorized representatives of Contractor and County. All such changes shall be accomplished only as provided in this Paragraph 12.0 (Change to Agreement).
- 12.1.2** Except as otherwise provided in this Agreement, for any change which affects the scope of work, term, Maximum Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and County.
- 12.1.3** The County's Board of Supervisors or Chief Executive Officer or such person's designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. 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 Agreement shall be prepared, agreed to by the parties, and executed by an authorized representative of Contractor and by the Chief Probation Officer or such person's designee.

12.1.4 The Chief Probation Officer or such person's designee may, at his or her sole discretion, authorize extensions of time as defined in Paragraph 6.0 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by an authorized representative of Contractor and by the Chief Probation Officer or such person's designee.

12.2 Change Notice

For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change notice ("**Change Notice**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee.

12.3 Change Order

For any change using Pool Dollars, a written change order ("**Change Orders**") may be prepared and executed by an authorized representative of Contractor and County Project Director or designee. For any Optional Work requested by County, a Change Order shall be prepared as described in Subparagraph 4.5 (Optional Work) using the Change Order Form attached to Exhibit A (Statement of Work) as Exhibit A.25 (Change Order Form), and executed by each of: (a) the County Project Director or designee, and (b) Contractor's authorized representative(s). County Project Director or designee is specifically authorized to execute Change Orders for expenditure of Pool Dollars for acquisition of Optional Work under the Agreement. Any requests for the expenditure of Pool Dollars must be approved in writing by the County Project Director or designee.

13.0 SUBCONTRACTING

13.1 The requirements of this Agreement 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 Agreement. As of the Effective Date, County approves of Contractor's use of Amazon Web Services, Inc. (Contractor's current cloud service provider for Hosting Services), as a Subcontractor hereunder for all purposes under this Paragraph 13.0.

13.2 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 Subcontractor;

- A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 13.3** The Contractor shall indemnify and hold the County Indemnitees 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.
- 13.4** The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 13.5** 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 Agreement. The Contractor is responsible to notify its Subcontractors of this County right.
- 13.6** The Chief Probation Officer or such person's designee 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.
- 13.7** 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.
- 13.8** 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. The Contractor shall ensure delivery of all such documents to the address for insurance information indicated on Exhibit E (County's Administration) before any Subcontractor employee may perform any work hereunder.

14.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 14.1** 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.

- 14.2** 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 Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement, which consent shall not be unreasonably withheld or delayed.
- 14.3** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, which approval shall not be unreasonably withheld or delayed, shall be a material breach of the Agreement which may result in the termination of this Agreement. 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.
- 14.4** Notwithstanding anything to the contrary in this Paragraph 14.0, in the event Contractor is legally prohibited from notifying the County in advance of consummation of a merger, consolidation, or purchase of all or substantially all of Contractor's assets, then Contractor may, without the prior written consent of County, assign this Agreement in its entirety to the surviving entity of any such merger or consolidation or purchaser of substantially all of Contractor's assets, provided the assignee (a) agrees in writing to be bound by this Agreement; (b) Contractor notifies County of the transaction as soon as legally permitted to do so; and (c) includes with such notification sufficient information on the surviving entity/purchaser so that the County can evaluate the ability of such surviving entity/purchaser to perform as Contractor's successor under this Agreement. Following an acquisition or merger that takes place pursuant to Paragraph 14.0 of this Agreement, and in the event County elects to terminate this Agreement for convenience, County will not be required to pay the Start-Up Costs set forth in Subparagraph 15.1.2 of this Agreement.

15.0 TERMINATION

15.1 Termination for Convenience

- 15.1.1** This Agreement 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. In the event of such a termination, the County will be responsible for payment to Contractor for all Services delivered in accordance with this Agreement (without duplication of the amounts owed pursuant to Subparagraph 15.1.2 below) and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) of this Agreement up through the effective date of termination. 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 thirty (30) days after the notice is sent.

15.1.2 Contractor is required to incur significant start-up costs associated with infrastructure and allocation of resources (in this Subparagraph 15.1.2, “**Start-Up Costs**”) that Contractor spreads out over the first 36 months of the Initial Term. Therefore, if County terminates this Agreement for convenience within the first 36 months following the Effective Date (in this Subparagraph 15.1.2, “**Start-Up Period**”), County shall pay Contractor the following early termination fees as an agreed-upon compensation for Contractor’s Start-Up Costs:

- (a) If County terminates during the first 12 months of Start-Up Period, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Start-Up Period;
- (b) If County terminates during months 13 through 24 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Start-Up Period; and
- (c) If County terminates during months 25 through 36 of the Start-Up Period, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Start-Up Period.

15.2 Termination for Default

15.2.1 The County may, by written notice to the Contractor, terminate the whole or any party of this Agreement, if, in the judgment of the Chief Probation Officer:

- (a) Contractor has materially breached this Agreement and fails to cure such breach within thirty (30) calendar days (or such longer period as the County may authorize in writing) after

receipt of written notice from the County specifying such breach; or

- (b) Contractor fails to timely provide in accordance with the Project Schedule (and subject to any delay notices provided under Subparagraph 24.16 (Notice of Delays)) and/or fails to perform any task, Deliverable, Service, or other Professional Services required under this Agreement in accordance with the Statement of Work, including any Acceptance Criteria, and fails to cure such failure within thirty (30) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or

15.2.2 Notwithstanding Subparagraph 15.2.1, if the County determines in its reasonable discretion that a default subject to Section 15.2.1(a) by its nature cannot be cured, then no cure period provided for in Section 15.2.1(a) shall apply and the County may immediately terminate upon providing written notice under Section 15.2.1.

15.2.3 In the event that the County terminates this Agreement in whole or in part as provided in this Subparagraph 15.2, 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.

15.2.4 If, after the County has given notice of termination under the provisions of this Subparagraph 15.2, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 15.2, or that the default was excusable under the provisions of this Subparagraph 15.2, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 15.1 (Termination for Convenience).

15.2.5 The rights and remedies of the County provided in this Subparagraph 15.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.3 Termination for Improper Consideration

15.3.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 Agreement or securing favorable treatment

with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. 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.

15.3.2 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.

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

15.4 Termination for Insolvency

15.4.1 The County may terminate this Agreement 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.

15.4.2 The rights and remedies of the County provided in this Subparagraph 15.4 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.5 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this

Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement 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, and County shall pay Contractor for all Services delivered in accordance with this Agreement through the effective date of such termination, as well as and all expenses incurred in accordance with Subparagraph 7.12 (Out-of-Pocket Expenses) up through the effective date of termination.

15.6 Effect of Termination

15.6.1 In the event County terminates this Agreement in whole or in part as provided hereunder or upon the expiration of the Agreement, as applicable, then, unless otherwise specified by County in writing:

1. Contractor shall continue the performance of this Agreement to the extent not terminated.
2. Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a medium reasonably requested by County.
3. County will pay to Contractor all sums due and payable to Contractor for Services performed in accordance with this Agreement through the effective date of such expiration or termination (prorated as appropriate).
4. Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid SaaS Fees, if applicable, subject to subparagraph 15.1.2.
5. Within thirty (30) Days of notification of termination of this Agreement, the Contractor shall provide County with a complete, portable, and secure copy of all County Data, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a mutually agreed upon format.
6. Contractor shall return, destroy, or maintain County's Confidential Information strictly in accordance with Paragraph 11.0 (Confidentiality).

- 15.6.2** Notwithstanding the foregoing, upon termination for default pursuant to Subparagraph 15.2 (Termination for Default) during Implementation Services, Contractor shall be paid by County for all work Accepted by County through the effective date of termination, and County will return to Contractor all products of such terminated Implementation Services that have not been Accepted by County through the effective date of termination, subject to the following: (a) County's license rights hereunder that by their terms continue beyond the effective date of termination; (b) Contractor's provision of Transition Services under Subparagraph 15.7 (Termination Transition Services); and (c) continued use as needed to maintain operations, and otherwise mitigate damages during an orderly transition to alternative services.
- 15.6.3** Expiration or termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 15.6.4** Contractor agrees that in the event of any expiration or termination of this Agreement, Contractor shall fully cooperate with County in the transition of County to a new system, in accordance with the mutually agreed upon scope, toward the end that there be no interruption of County's day to day operations due to the unavailability of the PSAMS Solution during such transition, as provided in Subparagraph 15.7 (Termination Transition Services).

15.7 Termination Transition Services

- 15.7.1** For ninety (90) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement (in this Subparagraph, "**Transition Period**"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format agreed to pursuant to Subparagraph 15.6.1.5 of this Agreement. The Transition Period may be modified as agreed upon in writing by the parties in a Change Order.
- 15.7.2** Upon the expiration or termination of this Agreement, County may require Contractor to provide services in the form of Optional Work to assist County to transition PSAMS Solution operations from Contractor to County or County's designated third party ("**Transition Services**"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using

the applicable Hourly Rates set forth on Exhibit B (Pricing Schedule). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Agreement, including payment of all applicable fees. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Agreement by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Subparagraph 15.7 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 15.7 by either party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

15.7.3 It is understood and agreed by the parties if as a part of Transition Services, Contractor is required to work with a County-designated third party in transitioning County Data or PSAMS Solution operations, then Contractor may require the third party to enter into a non-disclosure agreement in order to protect Contractor's intellectual property.

16.0 COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, 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 Agreement are hereby incorporated herein by reference. All activities under this Agreement conducted at County facilities shall be carried out in a manner consistent with County, State, and Federal mandates and guidelines related to the coronavirus disease 2019 (COVID-19).

17.0 [INTENTIONALLY OMITTED]

18.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement 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 Agreement or exercise other rights and remedies as specified in this Agreement.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

19.1 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.

19.2 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 Agreement, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

19.3 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.

19.4 Contractor Hearing Board

19.4.1 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.

- 19.4.2** 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.
- 19.4.3** 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.
- 19.4.4** If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 19.4.5** 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 years; (2) the debarment has been in effect for at least five 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.

19.4.6 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.

19.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County contractors.

20.0 INDEMNIFICATION; LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.1 General Indemnification

20.1.1 Contractor shall indemnify, defend and hold harmless County, its special districts, elected and appointed officers, employees, agents and volunteers (collectively, "**County Indemnitees**") from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or relating to Contractor's acts and/or omissions under this Agreement.

20.1.2 Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 20 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the precedent sentence, County shall have the right to participate in any such defense at its sole cost and expense. Nothing herein shall be construed as a waiver of County's sovereign immunity.

20.2 Intellectual Property Indemnification

20.2.1 Contractor shall indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, damages, costs, and expenses (including attorneys and expert witness fees) arising from any alleged or actual infringement of any third party's patent or copyright, or any alleged or actual unauthorized trade secret disclosure, arising from or related to this Agreement and/or the operation and use of the Licensed Software.

- 20.2.2** Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 20.2 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.
- 20.2.3** County shall provide Contractor with immediate written notification of any such third-party claim, as well as information, reasonable assistance, and authority to defend or settle the claim.
- 20.2.4** Contractor will pay the amount of any resulting adverse final judgement issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 20.2.5** Contractor will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from (i) County's use of a previous version of the Licensed Software, and the claim would have been avoided had County used the current version of the Licensed Software; (ii) County's combining the Licensed Software with devices or products not intended or approved by Contractor; (iii) use of the Licensed Software in applications, business environments or processes for which the Licensed Software was not designed or contemplated, and where use of the Licensed Software outside such application, environment or business process would not have given rise to the claim; (iv) corrections, modifications, alterations or enhancements that County made to the Licensed Software and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement; (v) use of the Licensed Software by any person or entity other than as permitted under this Agreement; or (vi) subject to Contractor's remedial measures, County's willful infringement, including continued use of Contractor's infringing Licensed Software after being notified by Contractor that such infringing Licensed Software is, or is likely to become, the subject of a third-party claim.
- 20.2.6** Contractor shall, at its option and at no cost to County, as remedial measures: (i) disable without delay, the affected software component, as applicable; and either (ii) procure the right, by license or otherwise, for County to continue to use the Licensed Software or affected component(s) thereof to the same extent of County's access rights under this Agreement; or (iii) replace or modify the Licensed Software or component(s) thereof with another software or component(s) of at least equivalent quality and

performance capabilities, as mutually determined by County and Contractor, until the Licensed Software and all components thereof become non-infringing, non-misappropriating and non-disclosing (hereinafter collectively for the purpose of this Subparagraph 20.2 (“**Remedial Act(s)**”).

20.2.7 Provided Contractor is in full compliance with this Subparagraph 20.2, the foregoing states Contractor's entire liability and County's sole and exclusive remedy with respect to this Subparagraph 20.2.

20.2.8 Failure by Contractor to provide and complete the Remedial Acts described in Subparagraph 20.2 shall constitute a material breach of this Agreement, upon which County may terminate this Agreement for default pursuant to Subparagraph 15.2 (Termination for Default).

20.3 LIMITATION OF LIABILITY; DISCLAIMER; AND EXCLUSION OF CERTAIN DAMAGES

20.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0 (CONFIDENTIALITY), EACH PARTY'S LIABILITY UNDER THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED (A) DURING THE INITIAL TERM, TWO (2) TIMES THE AMOUNTS SET FORTH ON EXHIBIT B (PRICING SCHEDULE) FOR DELIVERABLES AND SAAS FEES FOR THE INITIAL TERM PLUS ALL AMOUNTS ALLOCATED TO A CHANGE ORDER FOR OPTIONAL WORK DURING THE INITIAL TERM, AND (B) DURING EACH OPTION TERM, TWO (2) TIMES THE SAAS FEES FOR THE OPTION TERM PLUS ALL AMOUNTS ALLOCATED TO CHANGE ORDERS FOR OPTIONAL WORK DURING THE OPTION TERM.

20.3.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR CLAIMS RELATED TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND EITHER PARTY'S OBLIGATIONS UNDER PARAGRAPH 11.0

(CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

20.3.3 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21.0 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 21.0 (General Provisions for All Insurance Coverage) and 22.0 (Insurance Coverage) of this Agreement. These minimum insurance coverage terms, types and limits (in this Paragraph .0, the "**Required Insurance**") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. 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 Agreement.

21.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfying the terms of this Agreement, and a copy of an Additional Insured endorsement or blanket policy language confirming County and its Agents (defined below) have been given Additional 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 Agreement.
- Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates or as soon as reasonably possible following a policy renewal. The County reserves the right to obtain copies of relevant portions of Contractor's insurance policies at any time a claim is disputed or denied.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and list any County required endorsement forms. At County's request, Contractor will separately disclose to County the deductible it carries on Required Insurance.
- 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 the address for insurance information indicated on Exhibit E (County's Administration).
- 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 Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

21.2 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 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's 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. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

21.3 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 Agreement upon which the County may suspend or terminate this Agreement.

21.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement.

21.5 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 County.

21.6 Contractor's Insurance Shall Be Primary

Contractor's Commercial General Liability, Automobile Liability, and Cyber Liability insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor and any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to such Contractor coverage.

21.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under Commercial General Liability and Automobile Liability for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

21.8 Subcontractor Insurance Coverage Requirements

Except for Contractor's cloud service provider for Hosting Services, Contractor 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 Contractor as additional insureds on the Subcontractor's General Liability policy. Additionally, Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

21.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. Contractor warrants that it is financially capable of satisfying its deductibles.

21.10 Claims Made Coverage

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

21.11 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.

21.12 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.

21.13 Alternative Risk Financing Programs

The County reserves the right to review Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions.

21.14 County Review and Approval of Insurance Requirements

The County reserves the right to review the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. Adjustments if any will be accomplished pursuant to an Amendment under and in accordance with this Agreement.

22.0 INSURANCE COVERAGE

22.1 Commercial General Liability

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

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

22.2 Automobile Liability

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a combined single limit of \$1 million. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

22.3 Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of \$1 million per accident for bodily injury by accident; \$1,000,000 for bodily injury by disease each employee; \$1,000,000 for bodily injury by disease policy aggregate. 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. 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.

22.4 Technology Errors and Omissions

Technology Errors & Omissions insurance, which includes coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failure to render computer or information technology services and technology products, and for violation of software copyright, with limits of \$15 million per occurrence and in the aggregate. For the purposes of this Subparagraph, the term “technology services” means (1) systems analysis, (2) software programming, (3) data processing, (4) systems integration, (5) outsourcing including outsourcing development and design, (6) systems analysis, design, implementation, and integration, (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 Contractor. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement’s expiration, termination or cancellation.

22.5 Cyber Liability

Cyber Liability insurance with limits of \$15 million per occurrence and in the aggregate, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption. Also without limiting Paragraph 21.0 (General Provisions for All Insurance Coverage), the procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor’s liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. The 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.

22.6 Tiered Policy

The insurance coverage required in Technology Errors and Omissions and Cyber Liability may be met with one policy, provided that such policy (a) includes all coverage outlined in each such paragraph; and (b) Technology Errors & Omissions insurance shall not include any exclusions for electronic media.

23.0 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Agreement.

- 23.1** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 23.0 (Dispute Resolution Procedure) (such provisions shall be collectively referred to as the "**Dispute Resolution Procedure**"). Time is of the essence in the resolution of disputes.
- 23.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which the parties agree should be delayed as a result of such dispute.
- 23.3** In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 23.4** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 23.5** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president of its Courts and Justice Division and the Chief Probation Officer. These persons shall have ten (10) days to attempt to resolve the dispute.
- 23.6** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and

remedies provided under this Agreement and/or its rights and remedies as provided by law.

- 23.7** All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 23.0 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 23.8** Notwithstanding any other provision of this Agreement, either party's right to seek injunctive relief to enforce the provisions of Paragraph 11.0 (Confidentiality) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each party's rights and shall not be deemed to impair any claims that either party may have against the other party or either party's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 23.9** Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement.

24.0 GENERAL TERMS

24.1 Compliance with Civil Rights Law

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 Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

24.2 Compliance with the County's Jury Service Program

24.2.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (in this Subparagraph 24.2, "**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 Agreement.

24.2.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this 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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 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 90 days or less within a 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 Agreement, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Agreement 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 Agreement and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

24.3 Conflict of Interest

24.3.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, 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 Agreement. 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.

24.3.2 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 Agreement. 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 Agreement.

24.4 Consideration of Hiring County Employees Targeted for Layoff/Or Re-Employment List

Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement 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 Agreement, and who are identified by County to Contractor timely in advance of Contractor's hiring efforts.

24.5 Consideration of Hiring Gain/Grow Participants

24.5.1 Should the Contractor require additional or replacement personnel after the Effective Date of this Agreement to perform services set forth herein, 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 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. Failure to report job openings will not be considered a material breach of this Agreement.

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

24.6 Contractor's Acknowledgement of County's Commitment to The 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 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

24.7.1 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.

24.7.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that to the best of its knowledge it is now in compliance and shall during the term of this Agreement 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).

24.8 Damage to County Facilities, Buildings or Grounds

24.8.1 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.

24.8.2 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.

24.9 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile and other electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on Amendments, Change Notices, and Change Orders prepared pursuant to Paragraph 12.0 (Change to Agreement), and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to

Amendments, Change Notices, and Change Orders to this Agreement, such that the parties need not follow up facsimile or other electronic transmissions of such documents with subsequent (non-facsimile, non-electronic) transmission of "original" versions of such documents.

24.10 Fair Labor Standards

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees from any and all third party liability for wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising from acts engaged in by Contractor in violation of applicable wage and hour laws in the State of California and 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, provided that County: (i) promptly notifies Contractor in writing of the claim; and (ii) allows Contractor to control and cooperate with Contractor in, the defense and any related settlement negotiations.

24.11 Force Majeure

24.11.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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 Subparagraph 24.11 as "force majeure events").

24.11.2 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.

24.11.3 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.

24.12 Governing Law, Jurisdiction, And Venue

This Agreement 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 State and Federal 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 a State or Federal court in the County of Los Angeles.

24.13 Independent Contractor Status

24.13.1 This Agreement 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.

24.13.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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.

24.13.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement 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 Agreement.

24.13.4 The Contractor shall adhere to the provisions stated in Paragraph 11.0 (Confidentiality).

24.14 Nondiscrimination and Affirmative Action

24.14.1 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.

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

24.14.3 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.

24.14.4 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.

24.14.5 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 Agreement or under any project, program, or activity supported by this Agreement.

24.14.6 The Contractor shall allow County representatives access to the Contractor's employment records pursuant to a legally required audit during regular business hours to verify compliance with the provisions of this Subparagraph 24.14 when so requested by the County.

24.14.7 If the County finds that any provisions of this Subparagraph 24.14 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement 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 Agreement.

24.14.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 damages in lieu of terminating or suspending this Agreement.

24.15 Non Exclusivity

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

24.16 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any situation is delaying the timely performance of this Agreement, that party shall, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party. All notices under this Subparagraph 24.16 may be submitted by Contractor or by County via e-mail at the applicable addresses shown in Exhibits E (County's Administration) and F (Contractor's Administration).

24.17 Notice to Employees Regarding the Federal Earned Income Credit

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

24.18 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees who are located within the County of Los Angeles, and shall require each Subcontractor (other than Contractor's cloud service provider for Hosting Services) to notify and provide to its employees who are located within the County of Los Angeles, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely

surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Agreement and is also available on the Internet for printing purposes.

24.19 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration), and delivered as follows: (a) hand delivered with signed receipt; (b) mailed by first class registered or certified mail, postage prepaid; or (c) by e-mail or facsimile transmission followed within three (3) days by a confirmation copy mailed by first class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of e-mail or facsimile transmission if followed by timely confirmation mailing. 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 Agreement.

24.20 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement 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.

24.21 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 Agreement.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 24.7 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, 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

Agreement pursuant to Subparagraph 15.2 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

24.23 Termination for Non-Adherence of County Lobbyist Ordinance

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 Agreement, upon which the County may in its sole discretion immediately terminate or suspend this Agreement.

24.24 Validity

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.

24.25 Waiver

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 24.25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

24.26 Warranty Against Contingent Fees

24.26.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement 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.

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 24.27 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

24.29 Time Off for Voting

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 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.

24.30 Compliance with County's Zero Tolerance Human Trafficking

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

24.31 County's Policy on 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.

24.32 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 Agreement may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Agreement.

24.33 Headings

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof.

25.0 SURVIVAL

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

Paragraph 1.0 (Applicable Documents)

Paragraph 2.0 (Definitions)

Paragraph 3.0 (Licensed Software and Intellectual Property)

Subparagraph 5.6.3

Subparagraph 7.2 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Subparagraph 7.10 (Record Retention and Inspection/Audit Settlement)

Subparagraph 8.12 (Remedies)

Subparagraph 10.5.2

Paragraph 11.0 (Confidentiality)

Paragraph 12.0 (Change to Agreement)

Subparagraph 13.3

Paragraph 14.0 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 15.0 (Termination)

Paragraph 20.0 (Indemnification; Limitation of Liability; Disclaimer; and Exclusion of Certain Damages)

Paragraph 21.0 (General Provisions for All Insurance Coverage)

Paragraph 22.0 (Insurance Coverage)

Paragraph 23.0 (Dispute Resolution Procedure)

Subparagraph 24.10 (Fair Labor Standards)

Subparagraph 24.11 (Force Majeure)

Subparagraph 24.12 (Governing Law, Jurisdiction, and Venue)

Subparagraph 24.19 (Notices)

Subparagraph 24.24 (Validity)

Subparagraph 24.25 (Waiver)

Subparagraph 25.0 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Agreement or caused it to be duly executed and 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 said Board, as of the day, month, and year first above written.

CONTRACTOR:
TYLER TECHNOLOGIES, INC.

By: _____

Name: _____

Title: _____

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA
Executive Officer
of the Board of Supervisors

By: _____

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

By: _____
Michael D. Owens
Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

**PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM
(PSAMS)**

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1.0 INTRODUCTION

This Exhibit A (Statement of Work) (together with all attachments hereto, “Statement of Work” or “SOW”) is attached to and forms a part of that certain Agreement for Pretrial Services Assessments and Monitoring System (as further defined in the Agreement “PSAMS Solution”), 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 Tyler Technologies, Inc (“Contractor”). Capitalized terms used herein without definition in this SOW or in Exhibit A.26 (Abbreviations and Acronyms) attached to this SOW have the meanings given to such terms in the Agreement.

The Probation Pretrial Services Bureau (PSB) currently relies on two older, expensive to operate and maintain, and inflexible case management systems for workflow, information support, and record retention. The mainframe-based Own Recognizance Management System (ORMS) and the Visual FoxPro-based Probation-Pretrial+ System (PPT+) operate on technology that is decades old, difficult to maintain, and not readily modified to support new changing business requirements. In addition, PSB has a supplemental court report generating system called the Pretrial Services Court Report Portal (PSCR), that is used to collect and store defendant interviews, Criminal Court Assessment Tool (C-CAT) risk assessments, and Own Recognizance Program’s court reports. The Current Systems Flow Diagram is attached to this Statement of Work as Exhibit A.3 (Current Systems Flow Diagram)

The PSAMS Solution will be implemented as a secure, cloud-hosted, web-based system using Contractor’s Tyler Supervision technology platform to replace the ORMS, PPT+, and PSCR. The PSAMS Solution will provide a modern, flexible system that meets all functional, technical, and business requirements set forth in Exhibit A.1 (System Requirements – Phase I) and Exhibit A.2 (System Requirements – Phase II) attached to this Statement of Work and addresses current needs and provides support for the business processes, including but not limited to as described in Exhibits A.4 through A.17 attached to this Statement of Work. Additionally, all the PSCR data also needs to be migrated along with ORMS and PPT + data requirements as described in Exhibits A.1(System Requirements – Phase I), Exhibit A. 2 (System Requirements – Phase II), A.20 (PSAMS Data Elements), A.21(Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II)

attached to this Statement of Work. The PSAMS Solution will also provide court report forms as described in Exhibit A.29 (Court Report Forms – Phase I) and Exhibit A.31 (Court Report Forms – Phase II) and letters and notifications as described in Exhibit A.30 (Letters and Notifications – Phase I) and Exhibit A.32 (Letters and Notifications – Phase II).

Contractor shall perform, complete, and deliver all work, however denoted, as set forth in this SOW. Also defined herein are those tasks and subtasks that involve participation of both Contractor and County. Unless otherwise specified as an obligation of County, Contractor shall perform all tasks and subtasks and provide all Deliverables as defined herein.

Unless specified otherwise, Contractor shall be responsible for furnishing all personnel, facilities, equipment, material, supplies and support and management services and shall perform all functions necessary to satisfy the requirements of this SOW, the Specifications, and this Agreement generally. All Specifications, whether specifically referenced or not in this SOW, shall apply to Contractor's Deliverables under the Agreement.

2.0 SCOPE OF WORK

Contractor shall provide a "Software as a Service" (SaaS) solution that meets all the requirements in accordance with all the sections of this SOW and attachments, the Specifications, and this Agreement generally.

2.1 SCOPE OF SERVICES/ACTIVITIES

The scope of work is broken down into two phases, Phase I and Phase II and is further defined in this SOW and includes but is not limited to the following:

1. Implement PSAMS Solution that meets all the requirements as defined in Exhibit A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW.
2. Convert and migrate all the County Data required as specified in Exhibits A.1 (System Requirements – Phase I), Exhibit A.2 (System Requirements – Phase II) , Exhibit A.21 (Tables for Migration – Phase I), and A.22 (Tables for Migration – Phase II) to this SOW.
3. Provide Interfaces and other work to integrate the Licensed Software with other systems as defined in Exhibits A.1 (System

Requirements – Phase I), Exhibits A.2 (System Requirements – Phase II), A.18 (LASD Integration Requirements), and A.19 (CJIS – Charge Code Data Integration Requirements) to this SOW.

4. Meet and comply with the information security and privacy requirements as defined in this SOW, Exhibit J (Information Security and Privacy Requirements Exhibit) to the Agreement, and the Agreement generally.
5. Meet the timelines as defined in Exhibit C (PSAMS Project Timeline) to the Agreement and the Accepted Project Control Document (as updated from time to time in accordance with this SOW, the “PCD”).
6. Complete and deliver all the tasks and Deliverables and perform all Services as defined in this SOW and Agreement.
7. The Contractor will utilize recognized project management toolsets to support the project such as:
 - Documentation
 - Communication
 - Shared file repositories such as SharePoint or MS Teams
 - Office 365
 - Reporting
 - Controlling and monitoring
8. Contractor shall provide and maintain the PCD as specified in the Subtask 3.1.1 (Develop Project Control Document).
9. Contractor shall provide the software licenses required for PSB personnel to perform the functions as defined in SOW exhibits, including the following:
 - PSAMS Solution
 - Any Third-Party Products, if any, included in PSAMS
 - Licenses required for the use of functionality provided by any Interfaces, Customizations, Enhancements, and/or Revisions
10. Contractor shall provide all Hosted Environment components including:
 - Production – Runs the latest code branch and primary environment for daily operations.

- Quality Assurance “QA” – QA is intended to simulate production. QA is the final stage of code before it is released to production. Data in QA is refreshed from production on a regular basis. Training and final User Acceptance Testing take place in this environment.
 - Development “DEV” – Dev is intended for development of new features. Features that have passed testing are merged into the main dev code branch. The main dev code branch is pushed to QA after all testing is complete. The majority of County User Acceptance Testing is done in this environment.
11. Contractor shall provide Support Services and Hosting Services as described in this SOW, Exhibit K (Service Level Requirements) to the Agreement, and this Agreement generally.

The delivery of the PSAMS Solution will be made in two phases as outlined here:

Phase I

Phase I requires, without limitation, implementation of Tyler Supervision Adult Case Management.

1. Managing facts regarding cases on Electronic Monitoring for pretrial defendants & post-sentenced inmates.
2. Drug Court eligibility assessment.
3. Static 99R.
4. Civil Name Change.
5. Phase I requirements as specified in Exhibit A.1 (System Requirements – Phase I).
6. Data elements as specified in Exhibit A.20 (PSAMS Data Elements).
7. Data Migration of PPT+ system as specified in A.21 (Tables Migration – Phase I).
8. Court reports forms as specified in A.29 (Court Report Forms – Phase I).
9. Letters and notifications as specified in Exhibit A.30 (Letters and Notifications – Phase I)
10. Training.

Phase II

Phase II requires, without limitation, additional Configuration of Tyler Adult Case Management and implementation of Tyler Supervision Access, including reminders and check-ins.

1. Investigations (Bail Deviation and Own Recognizance).
2. Supervised Release Program (SRP).
3. Phase II requirements as specified in Exhibit A.2 (System Requirements – Phase II).
4. Interfaces as specified in Exhibit A.18 (LASD Integration Requirements) and in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements).
5. Data Migration of ORMS and PSCRP systems as specified in Exhibit A.22(Tables Migration – Phase II).
6. Court reports and forms as specified in A.31 (Court Report Forms – Phase II).
7. Letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II)
8. Training.

2.2 WORKING PROCEDURES

Delivery of the PSAMS Solution under this Statement of Work is based on the following procedures:

Resources:

1. The Contractor shall assign resources who have the knowledge, adequate training, and experience to complete all the PSAMS Solution tasks timely.
2. Contractor shall collaborate and be available to meet with County resources to perform project activities to be identified in the PCD.
3. Contractor shall make necessary key resources available, by identifying alternative personnel with appropriate skills and background, even if the actual project start date or other interim project start and end dates have changed.

Data collection activities:

1. Contractor shall collaborate with County personnel who will provide data requested by Contractor necessary to complete this project,

answer questions, and provide relevant existing documentation requested by Contractor.

2. All data-collection, interviews, and workshops shall take place in person or via online collaboration tools as agreed by County and Contractor.
3. Except for meetings and workshops, to the extent that County and Contractor agree to conduct them in person, Contractor work activities will be performed at Contractor's own work locations.
4. Access to the County's Internet will be made available to Contractor staff at County designated locations for on-site project time.

Scope changes:

Any requests for additional functionalities or changes that are made by County outside of this SOW will be considered a change in scope and will be handled in accordance this Subparagraph 4.5 (Optional Work) of the Agreement, Paragraph 12 (Change to Agreement) to the Agreement, and the applicable executed Change Order.

2.3 PEOPLE RESOURCES

2.3.1 ROLES AND RESPONSIBILITIES

Roles and responsibilities of Contractor staff are as follows:

Table 1. Contractor Roles and Responsibilities

Contractor Roles	Contractor Responsibilities
Project Director (Contractor refers to this role as Executive Sponsor)	Ensure that Contractor's activities support County's project goals. Build and maintain a professional working relationship with County's executive sponsor and project team. Provide high-level oversight to the project and become involved should any issue resolution be necessary. Ensure that project deliverables are completed on time and meet County's and Contract's quality standards. Act as the primary point of contact for Contractor team. Work closely with County to ensure that Contractor is meeting its needs.

Contractor Roles	Contractor Responsibilities
Project Manager	<p>Provide day to day oversight of project activities to support effective completion of tasks required to meet project timelines.</p> <p>Adjust project workloads to ensure that project timelines are met.</p> <p>Day to day quality management activities that ensure system performance.</p> <p>Ensure appropriate personnel are available to perform tasks required as defined in the project schedule.</p> <p>Engage in first level intervention required to resolve issues, risks, or conflicts, and acts as operational liaison between County and Contractor personnel.</p> <p>Conduct project oversight activities including status reporting, project documentation, weekly and monthly meetings, and any project presentations.</p> <p>Ensure that all training activities are performed to adequately prepare PSB personnel to use the solution effectively.</p>
Implementation Consultant	<p>Completes tasks as assigned by the Contractor's project manager(s).</p> <p>Documents activities for services performed by Contractor.</p> <p>Guides Los Angeles County through software validation process following configuration.</p> <p>Assists during Go-Live process and provides support until Los Angeles County transitions to Client Success.</p> <p>Facilitates training sessions and discussions with Los Angeles County and Contractor staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.</p> <p>May provide conversion review and error resolution assistance.</p>

Contractor Roles	Contractor Responsibilities
Software Engineering: Data Engineer-Consultant	<p>Work with County project team to understand the data migration rules.</p> <p>Perform Data Migration tasks.</p> <p>Perform Data Migration testing as required.</p> <p>Set up the Data Migration environments.</p>
Product Development: Developer	<p>Perform Configuration of The PSAMS Solution.</p> <p>Perform any Customizations and Enhancements required to meet requirements set forth in Exhibit A.1 (System Requirements – Phase I) and A.2 (System Requirements – Phase II) to this SOW and other applicable exhibits to this SOW.</p> <p>Perform integration testing, system testing, and other types of testing as required.</p>
Trainer	<p>Provide training as defined in the training plan.</p> <p>Ensure that training adequately prepares PSB personnel to effectively use the solution.</p> <p>Develop any required training test material to verify that PSB personnel can effectively use the system.</p> <p>Develop training materials.</p>
Software Support: Support Manager	<p>Oversee Licensed Software support staff.</p> <p>Provide Support Services to the County on the PSAMS Solution as specified in Exhibit K (Service Level Requirements).</p> <p>Engage appropriate Contractor resources to resolve the Defects.</p>
Software Support: Support Specialist	<p>Resolve technical issues related to the PSAMS Solution.</p> <p>Respond to County inquiries and assist in analyzing and troubleshooting the Defects as required.</p> <p>Update required documentation or related information on the technical issues and Defects.</p>

2.3.2 KEY RESOURCES/PERSONNEL

Contractor shall nominate the following staff as key personnel with the required skill set for the duration of this project:

Table 2. Contractor Key Resources Skills

Contractor Role	Minimum Skills/Experience
Project Director	Must have managed at least five solution implementations for organizations of similar size and complexity. Must have effective leadership, communication, and presentation skill.
Project Manager	At least four years of experience as a project manager leading projects of significant size and complexity, Project Management Professional preferred. Excellent communications and presentation skills. Self-starter, responsible, analytical, strong verbal and writing skills.
Implementation Consultant	Experience with configuring and implementing Tyler Supervision for Pretrial Departments. Excellent communication skills. Ability to translate business roles into workflows and processes in Tyler Supervision.
Data Engineer-Consultant	Experience as a data consultant. Experience in writing complex. Structured Query Language (SQL) and Transact-SQL. Experience in Microsoft SQL Server/Oracle-MySQL, Data Migration, and Data Analysis.
Developer	Experience in developing applications. Experience in developing web services. Experience in configuration, integration, custom reports, and testing.
Trainer	Experience in providing training Experience in developing training materials.
Support Manager	Experience in managing software support specialist staff. Experience providing software support to the customers as per the service level requirements.

Contractor Role	Minimum Skills/Experience
Support Specialist	Experience in supporting customers using Tyler Supervision remotely. Ability to analyze, support, troubleshoot, and work with engineering team to resolve the defects.

County Key Resources will consist of the following roles:

Table 3. County Key Resources

Project Role	Organization Role
County Project Director	Project Director, Information Systems Bureau, Probation Department
County Project Manager	Project Manager, Information Systems Bureau, Probation Department

2.4 PROJECT DOCUMENT DELIVERY

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

1. Status reports
2. Project plans
3. Project control updates, in accordance with Task 3.1 (Project Management)
4. Reports
5. Training material

2.5 PROJECT DELIVERABLE REVIEW

1. For each Deliverable, Contractor and County shall agree in advance on Acceptance Criteria, which Acceptance Criteria shall be documented using Exhibit A.33 (PSAMS Deliverable Expectation Document). The Acceptance Criteria for a Deliverable shall be updated as the parties mutually agree is warranted throughout the Deliverable development process.
2. When the draft document or other Deliverable is complete the Contractor Project Director shall submit the initial release

document/Deliverable to County Project Manager and County Project Director for review and comment.

3. County Project Manager and County Project Director will be responsible for distributing copies of the initial release document or making Deliverables available for internal review.
4. The PSAMS Core Project Team is responsible for consolidating all County personnel's comments and, if applicable, providing a clearly marked version of the draft document.
5. The PSAMS Core Project Team will review and return the consolidated comments to the Contractor Project Director, within time frame agreed upon by County and Contractor.
6. Contractor shall review and evaluate the consolidated comments and respond to them in writing, within time frame agreed upon by County and Contractor.
7. All comments provided by County personnel and Contractor's recommendations will be discussed and integrated into a final version of the document/Deliverable and delivered to the PSAMS Core Project Team within time frame agreed upon by County and Contractor.
8. All Deliverables require Contractor's submission of a completed Deliverable Acceptance Form as specified in Exhibit A.24 (Deliverable Acceptance Form) and are subject to Acceptance by County in accordance with this SOW and the Agreement. County Project Director shall indicate approval or disapproval of the Deliverable, and in the case of disapproval, shall describe the corrective action required.
9. Upon completion of the Deliverable and certification by Contractor and validation by the County that the Deliverable meets the agreed-upon Acceptance Criteria, County shall approve the Deliverable. Notwithstanding the foregoing, if in the County's reasonable judgment, the Deliverable nonetheless does not comply with Specifications or otherwise will not meet the County's business requirements because the Acceptance Criteria failed to adequately address these areas, County may withhold approval of the Deliverable. In such a case, Contractor and County shall work together to understand and resolve the County's concerns regarding the Deliverable. In the event that the Contractor and County Project Managers are unable to resolve the concerns, the matter shall be resolved through the Dispute Resolution

Procedures as specified in Paragraph 23.0 (Dispute Resolution Procedure) of the Agreement.

10. The PSAMS Solution will be Accepted as defined in the Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) and Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) for Phase I and Phase II respectively.

3.0 TASKS AND DELIVERABLES

Unless otherwise specified and as applicable, all tasks, subtasks, Deliverables, and Support Services and Hosting Services as described in this SOW shall be performed by Contractor and include the following major areas of responsibility:

- **Project Management and Planning**
- **Implementation Services** – Implementation of all requirements for the PSAMS Solution as set forth in the exhibits to this SOW, Configuration, integration, Data Migration, testing, training, and all other activities described in this SOW, all in the Phases described in this SOW.
- **Support Services** – Performance of Support Services for the PSAMS Solution.
- **Hosting Services** – Performance of Hosting Services for the PSAMS Solution.

All tasks, subtasks and Deliverables in this SOW shall be completed by the date specified in the SOW or as otherwise specified and agreed to in the Project Control Document (PCD).

As detailed in Exhibit B (Pricing Schedule), all Deliverables under this Statement of Work shall be provided on a fixed-price basis, with the following exceptions:

1. All Deliverables related to Data Migration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).
2. All Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration subtasks as identified below in this Statement of Work shall be provided on the basis of the applicable Hourly Rates as specified in

Exhibit B, Schedule B.4 – Professional Services, with the total cost not to exceed the amount specified in Exhibit B (Pricing Schedule).

3.1 PROJECT MANAGEMENT

Contractor shall execute formal project planning and project management practices to ensure that delivery of all goods and Services are of high quality, are delivered as per the project schedule, and that they meet the requirements set by this Agreement.

As a part of its project planning and project management Services, Contractor shall:

1. Apply requisite technical and management skills and techniques to manage all work.
2. Assure satisfactory and timely completion of project milestones.
3. Establish a project control and reporting system to provide routine and realistic assessments of the project progress.
4. Be available to communicate and provide Services to County project personnel during the hours of 8AM and 5PM Pacific Time on Business Days.

The Contractor shall perform such tasks through Final Acceptance of Phase II of the PSAMS Solution, in accordance with the approved Project Control Document's milestones and detailed Work Plan.

SUBTASK 3.1.1 - Develop Project Control Document

Contractor shall prepare a Project Control Document (PCD) within two weeks of the Effective Date of the Agreement. The PCD shall be updated and maintained until Final Acceptance of Phase II of the PSAMS Solution. Contractor shall update the Project Control Document (PCD) to reflect the work plan for Phase II within two weeks of being given notice to proceed with Phase II by the County. The PCD shall include, without limitation, the following elements:

1. **Introduction** – Summarizes the PCD and provides a review of the shared vision for the project relationship, the strategic goal(s) of the implementation effort, and how Contractor will contribute to meet County's operational objectives.
2. **System description** – A brief statement describing the basic functionality and related components of the PSAMS Solution.

3. **Project scope** – Describes the overall scope and Deliverables of the project. Acts as a confirmation of project scope, phasing, training, and implementation objectives.
4. **Project approach** – Describes Contractor's overall approach to performing and providing all tasks, subtasks, Deliverables, and overall PSAMS Solution.
5. **Project organization, roles, and responsibilities** – A hierarchical structure depicting the organization of the project team and its reporting relationships. This should include the PSAMS Core Project Team, Contractor's Key Staff, and any additional relevant organizational relationships, as well as a description of the primary roles and responsibilities of the project team members.
6. **Project staffing and resource management Plan** – Contractor shall include as part of the project staffing and resource management plan a listing of the estimated number of onsite and offsite hours each project team member will spend on the project.
7. **Key assumptions** – Contractor shall include key assumptions used to develop the project approach and project staffing and resource management plan. Contractor shall list all relevant assumptions made in the development of the Project Schedule/Detailed Work Plan.
8. **Project Schedule/Detailed Work Plan** – Contractor shall provide a project schedule developed in a County-approved version of Microsoft Project, in conjunction with the work breakdown structure, a detailed narrative description of project tasks and subtasks, roles and responsibilities of project team members by task, timeframe to complete each task and any dependencies on other tasks.
9. **Deliverables list** – In sequential order or numbered, a list of the Deliverables to be produced for each task and subtask, including a paragraph description of each.
10. **Milestone chart** – A list of key project milestones, including Deliverables, the target completion date and action completion date that is consistent with the Project Schedule/Detailed Work Plan.
11. **Communication Plan** – A description of the primary means of communication that will be used throughout the project. This should include a description of any recurring tasks and subtasks (e.g., status meetings, etc.), and the date and time of such tasks and subtasks.

12. **Testing approach** – A description of the quality assurance and quality control methodology and practices, and the different types of tests that will be conducted against the software and the approach to be used, including the roles and responsibilities of each team member.
13. **Training approach** – A description of the training materials and methods, including the schedule of the training for each of the user roles along with the training evaluation.
14. **Risk management** – A description of the risk management process, including a tracking mechanism for potential project risks; the probability of those risks occurring; potential impact of those risks; and risk mitigation strategies.
15. **Issue escalation and dispute resolution procedures** – A description of the process to be used to resolve project conflicts, including a diagram of the process and key project team members responsible for issue escalation, decision-making and conflict resolution, all consistent with the relevant Agreement provisions.
16. **Project change management** – A description of Contractor's existing methodology and change control process to propose, analyze, approve, and implement any changes to the project scope, schedule, and Deliverables, consistent with the relevant Agreement provisions.
17. **Deliverable Review Process** - Contractor shall specify the planned review cycle for each Deliverable in the PCD.

DELIVERABLE 3.1.1.1: Initial Project Control Document as specified in Subtask 3.1.1.

DELIVERABLE 3.1.1.2: Updates to the Project Control Document through Final Acceptance with respect to Phase II to reflect the progress of the project as specified in Subtask 3.1.1.

SUBTASK 3.1.2 - Provide Ongoing Project Management

To manage project activities and resources and to track project status and issues, Contractor shall:

1. Attend weekly project meetings with key project personnel. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.
2. Prepare and provide weekly project status reports to the County Project Director. Project status reports shall include the following:

- a. Summary – highlighting key accomplishments and issues
- b. Tasks completed
- c. Tasks delayed
- d. Upcoming tasks
- e. Risks and issues
- f. Action items
- g. Key decisions
- h. Deliverable status
- i. Regarding Deliverables that are billed on a not-to-exceed basis as specified in this Statement of Work and Exhibit B (Pricing Schedule), for each project status report applicable to the period in which Contractor has expended the total hours of effort on such Deliverables as outlined in this section below, Contractor shall additionally include a progress report on such Deliverables. Each progress report shall detail the hours spent by Contractor personnel on efforts for each of these Deliverables as permitted by this Statement of Work and the accomplishments and progress made toward completing them. A signed Acceptance Certificate for the applicable project status report is required in order for Contractor invoice for the applicable payment point for these Deliverables as specified in Exhibit B (Pricing Schedule).
 - 1. Deliverables related to Data Migration: (A) 350 total hours of effort, (B) 700 total hours of effort, (C) 1,150 total hours of effort, (D) 1,600 total hours of effort, and (E) upon completion of Deliverable 3.3.4.2 for Data Migration for Phase II, for a cumulative maximum of 2,100 hours for Data Migration.
 - 2. Deliverables related to Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration: (A) 570 total hours of effort, (B) 1,140 total hours of effort, (C) 1,710 total hours of effort, (D) 2,280 total hours of effort, and (E) upon completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II, for a cumulative maximum of 2,850 hours for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration.

3. Attend project meetings with key project personnel through Final Acceptance for Phase II of the PSAMS Solution weekly, or as otherwise agreed by Contractor and County. With the approval of the County Project Manager, meetings may be conducted by teleconference or online collaboration tools.
4. Provide meeting minutes within one (1) day of the meeting, including a list of action items and a list of decisions made.
5. Attend meetings every other week with County Project Director until Final Acceptance for Phase II of the PSAMS Solution to include a review of recent project accomplishments, issues, risks, next steps, and any delayed tasks/Deliverables. Within 1 day of the meeting, provide meeting notes, including a list of action items and a list of decisions made.

DELIVERABLE 3.1.2.1: Weekly Project Status Reports as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.2: Weekly Project Meeting Minutes as specified in Subtask 3.1.2.

DELIVERABLE 3.1.2.3: Every Other Week County Project Director Meeting Minutes as specified in Subtask 3.1.2.

3.2 PHASE I - IMPLEMENTATION OF SOFTWARE AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase I.

3.2.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE I

SUBTASK 3.2.1.1 – Requirements Elaboration

At the onset of the project, the Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level system overview and prepare project team members for the requirements elaboration sessions. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.1 (System Requirements – Phase I) and other applicable exhibits to this SOW to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase I.

DELIVERABLE 3.2.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.2.1.1.

DELIVERABLE 3.2.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.1 (System Requirements – Phase I) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.2.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.2.1.2: Requirements Traceability Matrix as specified in Subtask 3.2.1.2.

3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I

The following subtasks pertain to system provisioning, configuration, and reporting for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.1 (System Requirements – Phase I) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including server IP addresses, server ports, and URLs. Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.2.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.2.2.1.

SUBTASK 3.2.2.2 – User Setup and Security

The Contractor shall provide secured access to the PSAMS 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 Hosted Environments.

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.2.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

DELIVERABLE 3.2.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.2.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.2.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.2.2.2.

SUBTASK 3.2.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process.

Configuration occurs through Contractor startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning work on this subtask, the Contractor will provide the County with a startup packet, which collects most of the base Configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the Licensed Software needs to be Configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County will collaborate on Configuration of the Licensed Software until they agree that the Licensed Software is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.2.2.3: Contractor shall certify in writing that the Licensed Software is fully and appropriately Configured to support Production Use.

SUBTASK 3.2.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.1 (System Requirements – Phase I) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test the Enhancements and correct any software errors in accordance with Section 3.2.5 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.2.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include,

without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.2.2.4.

DELIVERABLE 3.2.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.2.2.4 is working according to the Specifications, including, without limitation, as specified in Exhibit A.1 (System Requirements – Phase I).

SUBTASK 3.2.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.30 (Letters and Notifications– Phase I).

DELIVERABLE 3.2.2.5: Demonstration of the PSAMS Solution’s ability to generate the letters and notifications as specified in Subtask 3.2.2.5.

SUBTASK 3.2.2.6 – Court Report Forms

Contractor shall produce six (6) court report forms as specified in Exhibit A.29 (Court Report Forms – Phase I) for this subtask. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.2.2.6: Demonstration of court reports as specified in Subtask 3.2.2.6.

SUBTASK 3.2.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.1 (System Requirements – Phase I).

DELIVERABLE 3.2.2.7: Demonstration of reports as specified in Subtask 3.2.2.7.

SUBTASK 3.2.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through Deliverables under this section 3.2.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE I.

DELIVERABLE 3.2.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.2.2.8

3.2.3 DATA MIGRATION – PHASE I

The following subtasks pertain to Data Migration for Phase I of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.3.1 – Data Migration Plan for Phase I, and 3.2.3.2 – Data Migration and Validation for Phase I, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.2.3.1 – Data Migration Plan – Phase I

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping lookup table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide a Data Migration Plan that will describe how the Contractor will manage the process of Data Migration for PPT+ as specified in Exhibits A.1 (System Requirements – Phase I), A.20 (PSAMS Data Elements), and A.21 (Tables for Migration – Phase I) and as identified in the requirements elaboration session resulting in Deliverable 3.2.1.1.2.

The Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.
3. A schedule of activities to complete the migration effort, including the resources required.
4. How data will be migrated to the production environment.

DELIVERABLE 3.2.3.1: Data Migration Plan as specified in Subtask 3.2.3.1.

SUBTASK 3.2.3.2 – Data Migration and Validation for Phase I

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.2.4.1 (Data Migration Plan).

Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts 3 times from the source systems in a Microsoft SQL Server file format onto an AWS location provided by the Contractor as specified in Deliverable 3.2.3.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.2.3.2: Contractor shall demonstrate the County Data with respect to Phase I properly imported into the PSAMS Solution, including demonstrating correction of any errors in importing the data.

3.2.4 DISASTER RECOVERY PLANNING

SUBTASK 3.2.4.1 – Disaster Recovery Plan

Contractor shall document its system redundancy, failover, and recovery capabilities for the PSAMS Solution production deployment. Contractor shall update the Disaster Recovery Plan as required whenever there are changes to the PSAMS Solution. The Disaster Recovery Plan shall include the following, in accordance with Exhibit A.1 (System Requirements – Phase I), Exhibit J (Information Security and Privacy Requirements Exhibit), and Exhibit K (Service Level Requirements).

1. Strategy for redundancy, back-up, and recovery of computing resources, software, data, and network.
2. Architecture for failover of hardware, software, data, and network, including the performance characteristics of the backup site and how Contractor shall measure and test the backup site's ability to meet availability and recovery requirements.
3. Back-up and recovery procedures.
4. Communications protocols and procedures for restoring services in the event of a disaster, including responsibilities of Contractor, Subcontractors, and County.
5. Disaster recovery testing procedures and schedule for testing disaster recovery at least annually.

DELIVERABLE 3.2.4.1.1: Initial Disaster Recovery Plan as specified in Subtask 3.2.4.1.

DELIVERABLE 3.2.4.1.2: Updates to the Disaster Recovery Plan as specified in Subtask 3.2.4.1.

3.2.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE I

SUBTASK 3.2.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements.

DELIVERABLE 3.2.5.1.1: Certification that Contractor has conducted system testing and resolved failures to perform in accordance with the Specifications and other all software errors revealed during its testing as specified in Subtask 3.2.5.1.

DELIVERABLE 3.2.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.2.5.1.

SUBTASK 3.2.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor.

1. Contractor shall assist County-designated Users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.

4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.
5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.2.5.2.1: Testing environment populated with data as specified in Subtask 3.2.5.2.

DELIVERABLE 3.2.5.2.2: Certification that the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.2.5.2.

3.2.6 TRAINING AND DOCUMENTATION – PHASE I

Contractor shall prepare and implement a comprehensive training program, including, but not limited to, any necessary role-specific training materials for the utilization of the PSAMS Solution including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.2.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on below roles:
 - a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.

- b. System Administrators: Up to 10 individuals who can Configure, build workflows, Configure court report forms, and edit look-up values.
 - c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.
 - d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.
- 2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.
 - 3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.
 - 4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.2.6.1: Training Plan as specified in Subtask 3.2.6.1.

SUBTASK 3.2.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.2.6.2: Training Course Schedule as specified in Subtask 3.2.6.2.

SUBTASK 3.2.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the QA environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.2.6.3: Training materials and training environment as specified in Subtask 3.2.6.3.

SUBTASK 3.2.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.2.6.1.
2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.
3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.2.7 (Implementation – Transition to Production -Phase I). Contractor shall utilize the training environment established in Subtask 3.2.2.1 (System Provisioning) and training support documentation developed in Subtask 3.2.6.3 (Provide Training Materials and Training Environment).
4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:
 - a. An updated training schedule that outlines the next thirty days of training activities
 - b. Any issues or risks identified by the Contractor that may impact the training schedule
 - c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.

As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.2.6.4.1: Conduct all training services for Users as specified in Subtask 3.2.6.4

DELIVERABLE 3.2.6.4.2: Report on progress of training activities as specified in Subtask 3.2.6.4.

3.2.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE I

This task will be considered complete only when all tasks except Task 3.2.8 (System Acceptance with Respect to Phase I for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.2.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.
2. Implementation tasks to be performed by each Contractor and County.
3. Implementation schedule.

DELIVERABLE 3.2.7.1: Go-Live-Plan as described in Subtask 3.2.7.1.

SUBTASK 3.2.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use 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 Production Environment.

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

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.2.7.2: Prepared Production Environment as specified in Subtask 3.2.7.2.

SUBTASK 3.2.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the

implementation period and until Final Acceptance of Phase I of the PSAMS Solution, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.2.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.2.7.3.

3.2.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE I FOR PSAMS SOLUTION

The PSAMS Solution for Phase I in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2, as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.2.8.1 – Achieve Final Acceptance with Respect to Phase I

The PSAMS Solution shall achieve Final Acceptance with respect to Phase I after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.2.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution for Phase I in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.2.8.1.

3.3 PHASE II – IMPLEMENTATION OF SOFTWARE, INTEGRATION, AND TRAINING SERVICES FOR SPECIFIED PROGRAMS AND PRETRIAL FUNCTIONS

This section describes the tasks, subtasks, Deliverables, Implementation Services, and other work to be performed by Contractor for the PSAMS Solution Phase II.

3.3.1 REQUIREMENTS ELABORATION AND DESIGN SPECIFICATION – PHASE II

SUBTASK 3.3.1.1 – Requirements Elaboration

The Contractor shall conduct an agreed-upon number of training sessions for County project team members to provide a high-level

system overview and prepare project team members for the requirements elaboration sessions required for Phase II. Contractor shall then conduct requirements elaboration sessions to review and confirm the requirements set forth in Exhibit A.2 (System Requirements – Phase II) and other applicable exhibits to this SOW and elaborate additional detail as necessary to develop design specifications for Configuration and implementation of the PSAMS Solution for Phase II.

DELIVERABLE 3.3.1.1.1: An agreed upon number of training sessions to provide a high-level system overview and prepare project team members for requirements elaboration sessions as described in Subtask 3.3.1.1.

DELIVERABLE 3.3.1.1.2: Updated requirements document based on the requirements elaboration sessions. Upon Acceptance of this Deliverable, the updated requirements document, Exhibit A.2 (System Requirements -Phase II) to this SOW shall be automatically deemed to be updated to include the Accepted updated requirements document.

SUBTASK 3.3.1.2 – Requirements Traceability Matrix

Contractor shall provide a Requirements Traceability Matrix to establish all requirements are fully addressed throughout the systems development lifecycle, to include, without limitation, all system design, development, configuration, testing, and implementation activities.

DELIVERABLE 3.3.1.2: Requirements Traceability Matrix as specified in Subtask 3.3.1.2.

3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – PHASE II

The following subtasks pertain to system provisioning, configuration, and reporting for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.2.2.4 – Custom Development, 3.2.2.5 – Letters and Notifications, 3.2.2.6 – Court Report Forms, and 3.2.2.7 – Reports (together with all Deliverables under Subtask 3.3.3 – System Integration – Phase II), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.2.1 – System Provisioning and Infrastructure Configuration

The Contractor shall install, set up, and Configure the PSAMS Solution for Phase II and all necessary infrastructure components to provide the Production, QA, and Dev Hosted Environments according to the Accepted design specifications document and Exhibit A.2 (System Requirements – Phase II) to this SOW. The provisioned Hosted Environments shall be hosted in a secure location within the continental United States on Amazon's AWS GovCloud (US).

Contractor shall document all PSAMS Solution and Hosted Environments that were provisioned, including, server IP addresses, server ports, and URLs.

Contractor shall provision Hosted Environments designed for scalability to respond automatically to load changes.

DELIVERABLE 3.3.2.1: Contractor shall demonstrate that the Hosted Environments have been provisioned and document all PSAMS Solution and Hosted Environments as specified in Subtask 3.3.2.1.

SUBTASK 3.3.2.2 – User Setup and Security

The Contractor shall work with County to elaborate and document the requirements for role-based access to the PSAMS Solution for each of the provisioned Hosted Environments to support Phase I and Phase II functionality, including any updates required to roles established in Phase I. The roles shall be mapped to the appropriate County User roles, as determined in the requirement elaboration sessions. Please refer to Exhibit A.23 (ORMS Profiles) to this SOW for the existing roles.

The Contractor shall Configure User accounts and User roles, establish system access, and enable system log-in and User auditing for each of the provisioned Hosted Environments.

DELIVERABLE 3.3.2.2.1: County Azure AD Configuration for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

DELIVERABLE 3.3.2.2.2: County's role-based User account access Configuration requirements gathered and documented for each of the provisioned Hosting Environments as specified in Subtask 3.3.2.2. Upon Acceptance the documented requirements automatically become part of the Specifications.

DELIVERABLE 3.3.2.2.3: Role-based User account access Configured per gathered and documented requirements for each of the provisioned Hosted Environments as specified in Subtask 3.3.2.2.

SUBTASK 3.3.2.3 – Collaborative System Configuration

Configuration of the Licensed Software is an iterative process over the course of implementation similar to an agile sprint process. Configuration occurs through our startup packet, Data Migration, and recurring sprint meetings, as described below.

At the beginning of the work on this subtask the Contractor will provide the County with a startup packet, which collects most of the base configuration settings. The County will complete the startup packet with expert assistance and guidance from the Contractor as needed. Upon receiving the completed startup packet the Contractor will apply the Configurations and review the changes with the County for approval.

The Contractor will work with the County to configure the Licensed Software as data are converted. Before data can be inserted into the database the PSAMS Solution needs to be configured to support the data. The Contractor implementation team will work with the County to gather the Configuration settings. The County will be able to review and test the Configuration and Contractor will make any required changes during the recurring sprint meetings.

Contractor and County collaborate on Configuration of the Licensed Software until they agree that the PSAMS Solution is fully and appropriately Configured to support Production Use.

DELIVERABLE 3.3.2.3: Contractor shall certify in writing that the PSAMS Solution is fully and appropriately Configured to support Production Use.

SUBTASK 3.3.2.4 – Custom Development

Contractor shall design, develop, and deliver features and functionality improvements (Enhancements) to the Licensed Software to meet the County's requirements as specified in Exhibit A.2 (System Requirements – Phase II) and otherwise in Specifications.

Contractor shall review the requirements with the County to confirm a mutual understanding of the requirements. Contractor shall then propose a design for the Enhancements to meet the County's requirements. Contractor shall document the design with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution. Upon agreement by the County that the proposed design meets the County's requirements, Contractor shall undertake development of the Enhancements. Contractor and County shall test

the Enhancements and correct any software errors in accordance with Section 3.3.6 (System Testing and Defect Resolution) of this Exhibit.

DELIVERABLE 3.3.2.4.1: Contractor shall provide design documents with descriptions of the planned Enhancements, which may include, without limitation, screen mock-ups, workflows, and other documents to demonstrate the proposed solution, all as described in Subtask 3.3.2.4.

DELIVERABLE 3.3.2.4.2: The Contractor shall demonstrate that the PSAMS Solution with respect to the Enhancements developed pursuant to Subtask 3.3.2.4 is working according to the Specifications, including, without limitation, as specified in Exhibit A.2 (System Requirements – Phase II).

SUBTASK 3.3.2.5 – Letters and Notifications

Contractor shall provide the ability to generate letters and notifications as specified in Exhibit A.32 (Letters and Notifications – Phase II).

DELIVERABLE 3.3.2.5: Demonstration of the PSAMS Solution's ability to generate the letters and notifications as specified in Subtask 3.3.2.5.

SUBTASK 3.3.2.6 – Court Report Forms

Contractor shall produce two (2) court reports, each of which shall support multiple versions as specified in Exhibit A.31 (Court Report Forms – Phase II) for this task. Additional court reports, if required by the County, will be provided as Optional Work under and in accordance with the Agreement. The County will provide templates for the reports in Microsoft Word .docx format.

DELIVERABLE 3.3.2.6: Demonstration of court reports as specified in Subtask 3.3.2.6.

SUBTASK 3.3.2.7 – Reports

Contractor shall provide all data reports required to satisfy the requirements specified in Exhibit A.2 (System Requirements – Phase II).

DELIVERABLE 3.3.2.7: Demonstration of reports as specified in Subtask 3.3.2.7.

SUBTASK 3.3.2.8 – Updated Requirements Traceability Matrix

Contractor shall update the Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.2 SYSTEM PROVISIONING, CONFIGURATION, AND REPORTING – Phase II.

DELIVERABLE 3.3.2.8: Updated Requirements Traceability Matrix as specified in Subtask 3.3.2.8

3.3.3 SYSTEM INTEGRATION – PHASE II

The goal of integration of the Licensed Software with LASD and the County CJIS Charge Code Table is to enhance the processing of Pretrial Services assessments within County's operations. Contractor is responsible for development of all Interfaces and performance of all other integration work on the Licensed Software to enable the data exchange necessary with LASD and the CJIS Charge Code Table.

Regarding all Deliverables under Subtask 3.3.3 – System Integration – Phase II (together with all Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, and 3.3.2.7 – Reports), Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.3.1 – Develop Integration and Data Exchange Plan

To expedite the delivery and implementation of the PSAMS Solution, integration will occur as follows:

1. Required integration of the Licensed Software with LASD and CJIS Charge Code Table includes:
 - a. Transfer of LASD data exchange elements for active clientele via the Client Lookup by Identifier Web Service detailed in Exhibit A.18 (LASD Integration Requirements), and in Exhibit A.2 (System Requirements – Phase II) to this SOW.
 - b. Regular updates of the charge code tables in the PSAMS Solutions to reflect the County's CJIS Charge Code Table as it is updated from time to time by the County as specified in Exhibit A.19 (CJIS – Charge Code Data Integration Requirements) and Exhibit A.2 (System Requirements – Phase II).
2. Contractor shall develop an Integration and Data Exchange Plan that includes but is not limited to:

- a. Schedule for building Interfaces, integration, and data exchange capabilities
- b. Identification of resources needed and responsibilities
- c. Identification of mechanisms to secure sensitive data
- d. Method for dealing with future integrations
- e. Plan to establish web services required for integration

DELIVERABLE 3.3.3.1: Integration and Data Exchange Plan as defined in Subtask 3.3.3.1. Upon Acceptance the integration and data exchange plan automatically become part of the Specifications.

SUBTASK 3.3.3.2 – Develop Integration Solution Design Document

Contractor shall develop the Integration Solution Design Document according to the Accepted Integration and Data Exchange Plan, including network topology diagrams for the interface solutions, mapping of data elements, and sequence diagrams illustrating how the different parts of the systems interact with each other to carry out the Interfaces.

DELIVERABLE 3.3.3.2: Integration Solution Design Document as defined in Subtask 3.3.3.2. Upon Acceptance the Integration Solution Design Document automatically become part of the Specifications.

SUBTASK 3.3.3.3 – Build Integration and Data Exchange

Contractor shall build the Interfaces and other elements of integration and data exchanges in accordance with Integration Solution Design Document under Deliverable 3.3.3.2.

Contractor shall thoroughly test integrations to confirm that the integrations work as expected and the business logic, security, and data layers shall perform in accordance with the Integration Solution Design Document under Deliverable 3.3.3.2. Contractor shall document each component developed.

DELIVERABLE 3.3.3.3.1: Demonstration of Interfaces and other elements of integrations and data exchanges in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

DELIVERABLE 3.3.3.3.2: Certification that the Interfaces and other elements of integrations and data exchanges have been thoroughly

tested and found to operate in accordance with the Integration Solution Design Document as defined in Subtask 3.3.3.2.

SUBTASK 3.3.3.4 – Updated Requirements Traceability Matrix

Contractor shall update Requirements Traceability Matrix to demonstrate that all system requirements are addressed through deliverables under this section 3.3.3, System Integration – Phase II.

DELIVERABLE 3.3.3.4: Updated Requirements Traceability Matrix as specified in Subtask 3.3.3.4.

3.3.4 DATA MIGRATION – PHASE II

The following subtasks pertain to Data Migration for Phase II of the PSAMS Solution. Regarding all Deliverables under Subtasks 3.3.4.1 – Data Migration Plan for Phase II, and 3.3.4.2 – Data Migration and Validation for Phase II, Contractor shall deliver the progress reports regarding such Deliverables as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in each applicable project status report under Subtask 3.1.2 on completion of the applicable total amount of hours of Services, exclusive of project management, for programming, testing, and other activities required of Contractor to accomplish such Deliverables.

SUBTASK 3.3.4.1 – Data Migration Plan for Phase II

In a series of agile sprint meetings, the County will work with the Contractor on mapping fields, mapping look up table values, and approving the converted data.

The Contractor will manage the conversion using their proprietary data conversion tool. All field mappings, lookup table mappings, and conversion settings will be managed and stored by the Contractor in this tool.

Contractor shall provide an updated Data Migration Plan for Phase II that will describe how the Contractor will manage the process of Data Migration for ORMS and PSCRP, as specified in Exhibits A.2 (System Requirements – Phase II), A.20 (PSAMS DB Elements), and A.22 (Tables for Migration – Phase II) and as identified in the requirements elaboration session resulting in Deliverable 3.3.2.1. The updated Data Migration Plan shall address the following:

1. All data sources and data targets.
2. How data anomalies and errors will be handled.

3. A schedule of activities to complete the migration effort, including the resources required.
4. How data will be migrated to production environment.
5. Matching on CII number and FBI number as the primary matching key and alternative matching key, respectively.
6. Identifying data collisions where data elements on matched records have different values and providing a methodology to store alternate values or resolve them.

DELIVERABLE 3.3.4.1: Data Migration Plan as specified in Subtask 3.3.4.1.

SUBTASK 3.3.4.2 – Data Migration and Validation for Phase II

Contractor will be responsible for converting all data required from the systems as specified in Deliverable 3.3.5.1 (Data Migration Plan). Contractor will provide the tools and methodology for converting the data. County will assist Contractor in understanding the data in the source systems and provide data extracts three times from the source systems. County will provide PSCR data in a Microsoft SQL Server file format and will provide ORMS data in a set of flat files, comma-separated value (CSV) files, or other mutually agreed file format onto an AWS location provided by the Contractor as specified in Deliverable 3.3.4.1 (Data Migration Plan).

Contractor will perform any necessary data conversions and import the data into the PSAMS Solution. Contractor will verify the converted data in the PSAMS Solution and correct any errors in importing the data.

DELIVERABLE 3.3.4.2: Contractor shall demonstrate the County Data with respect to Phase II properly imported into the PSAMS Solution, including correction of any errors in importing the data.

3.3.5 SYSTEM TESTING AND DEFECT RESOLUTION – PHASE II

SUBTASK 3.3.5.1 – Contractor System Testing

Contractor shall thoroughly test the Licensed Software to ensure that the Licensed Software is of high quality and performs in accordance with the Specifications when operated on the Hosted Environment. Prior to providing a new feature of the system to the County for User Acceptance Testing, Contractor shall resolve all failures to perform in accordance with the Specifications and other software errors revealed during its testing.

Contractor shall update the Requirements Traceability Matrix demonstrating that testing has fully covered the requirements for Phase II.

DELIVERABLE 3.3.5.1.1: Certification that Contractor has conducted system testing and resolved all failures to perform according to Specifications and other software errors revealed during its testing.

DELIVERABLE 3.3.5.1.2: Updated Requirements Traceability Matrix as specified in Subtask 3.3.5.1.

SUBTASK 3.3.5.2 – Support User Acceptance Test

Contractor shall provide assistance and support to the PSAMS Core Team and County subject matter experts designated to conduct the User Acceptance Testing. Assistance shall be provided onsite or as otherwise agreed to by County and Contractor. Contractor shall deliver the final progress report regarding Deliverables under Deliverables under Subtasks 3.3.2.4 – Custom Development, 3.3.2.5 – Letters and Notifications, 3.3.2.6 – Court Report Forms, 3.3.2.7 – Reports, and 3.3.3 – System Integration – Phase II, as outlined in Subtask 3.1.2 – Provide Ongoing Project Management in the applicable project status report under Subtask 3.1.2 on completion of all Deliverables under this Subtask.

1. Contractor shall assist County-designated users in performing the tests with Contractor's assistance using the testing environment.
2. Contractor shall populate the system with data in the testing environment, using data from the County's current systems. The test environment shall be provisioned with Users for testing, and all data and configurations required to perform the UAT. In the event that there are no County data available to populate some features or fields of the system, the County will provide the data for this purpose by entering the data or as otherwise agreed by the parties.
3. During UAT, Contractor shall correct software errors identified by the County and shall collaborate with the County to correct any deviations from Specification that can be resolved through system configuration.
4. Upon correction of all software errors and deviations from Specifications, County shall perform a complete cycle of UAT to validate that the PSAMS Solution is operating in accordance with Specifications.

5. Upon County's successful completion of UAT, Contractor shall certify in writing that the User Acceptance Test has been completed successfully, the Contractor is not aware of any software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation.

DELIVERABLE 3.3.5.2.1: Testing environment populated with data as specified in Subtask 3.3.5.2.

DELIVERABLE 3.3.5.2.2: Certification that the Contractor is not aware of software errors or deviations from Specifications, and the PSAMS Solution is ready for implementation, as specified in Subtask 3.3.5.2.

3.3.6 TRAINING AND DOCUMENTATION – PHASE II

Contractor shall prepare and implement a comprehensive training program, including, but not limited to any necessary role-specific training materials for the utilization of the PSAMS Solution for Phase II including the functionality appropriate for the role in County (Pretrial) operations.

Contractor shall provide training materials to support training requirements. Contractor shall coordinate the delivery of comprehensive training to all County staff as identified in the Training Plan.

SUBTASK 3.3.6.1 – Develop Training Plan

Contractor, in coordination with the County, shall develop a detailed Training Plan that includes the curriculum and methods of training delivery for various levels of Department staff on the use of the PSAMS Solution for Phase II. The plan shall detail training by role and include, but not be limited to the following:

1. Contractor shall train a designated group of County staff on PSAMS Solution to effectively operate and utilize the PSAMS Solution based on the below role:
 - a. Training Academy Staff: Up to 20 individuals together who can train other Pretrial Services staff on the PSAMS Solution functionality.
 - b. System Administrators: Up to 10 individuals who can configure, build workflows, configure court reports forms, edit look-up values, and monitor and resolve interface issues.

- c. Probation IT Service Desk: Up to 20 individuals to be trained on Contractor's support process and who will do the first line of support for Users.
 - d. Query writers: Up to 10 individuals who can be trained on Contractor's data schema and direct access to the shadow database using the County's reporting and business intelligence tools, with such training not to exceed 40 hours.
2. Contractor shall provide adequate number of proficient personnel to effectively deliver training.
3. Contractor shall develop and provide all required training materials to effectively train Department staff by role and responsibility, including technical staff.
4. Contractor shall work with Department staff to develop the Training Plan.

DELIVERABLE 3.3.6.1: Training Plan as specified in Subtask 3.3.6.1.

SUBTASK 3.3.6.2 – Provide Training Course Schedule

Contractor shall submit a training course schedule, that includes but is not limited to the dates, times, locations, trainer information and type of training (classroom, coaching, training for trainers, etc.) to County for review and acceptance.

DELIVERABLE 3.3.6.2: Training Course Schedule as specified in Subtask 3.3.6.2.

SUBTASK 3.3.6.3 – Provide Training Materials and Training Environment

Contractor shall configure the training environment to support User training and shall provide all training materials electronically. Those materials shall become the property of County and may be modified and duplicated as needed by County.

DELIVERABLE 3.3.6.3: Training materials and training environment as specified in Subtask 3.3.6.3.

SUBTASK 3.3.6.4 – Prepare and Conduct Training

1. Contractor shall deliver training and training materials consistent with classes described in County approved Training Plan in accordance with Subtask 3.3.6.1.
2. Contractor shall ensure that the training environment is populated with adequate data to make training effective.

3. Contractor shall deliver training for all identified Department staff consistent with in the classes described in the County-approved Training Plan and certify in writing that all training as described in the Training Plan has been successfully completed. This shall be completed prior to the Task 3.3.7 (Implementation – Transition to Production – Phase II). Contractor shall utilize the training environment established in Subtask 3.3.2.1 (System Provisioning) and training support documentation developed in Subtask 3.3.6.3 (Provide Training Materials and Training Environment).
4. Contractor shall provide a report on the progress of training activities on a weekly basis, by date, location, and role, that includes the following:
 - a. An updated training schedule that outlines the next thirty days of training activities
 - b. Any issues or risks identified by the Contractor that may impact the training schedule
 - c. Train the trainer classes to certify Department staff to deliver the PSAMS Solution training.
 - d. As part of the training, Contractor shall provide the designated County groups with working knowledge of the PSAMS Solution software capabilities.

DELIVERABLE 3.3.6.4: Conduct all training services for Users as specified in Subtask 3.3.6.4

3.3.7 IMPLEMENTATION – TRANSITION TO PRODUCTION – PHASE II

This task will be considered complete only when all tasks except Task 3.3.8 (System Acceptance with Respect to Phase II for PSAMS Solution) have been completed and approved by County. Contractor shall conduct the implementation in accordance with the Go-Live Plan and PCD.

SUBTASK 3.3.7.1 – Go-Live-Plan

Contractor shall create a clear and detailed plan (Go-Live-Plan) to implement the PSAMS Solution for Phase II to the production environment. Contractor shall review and revise the tasks and time frames in the Go-Live-Plan, as necessary, throughout the transition to production process.

The Go-Live-Plan shall include the following elements:

1. Departmental and other County resource requirements.

2. Implementation tasks to be performed by each Contractor and County.
3. Implementation schedule.

DELIVERABLE 3.3.7.1: Go-Live-Plan as described in Subtask 3.3.7.1.

SUBTASK 3.3.7.2 – Prepare Production Environment

The Contractor in coordination with the County shall prepare the Hosted Environment to be used for Production Use (Production Environment). Contractor shall provide appropriate staff for installing, testing, and populating the Production Environment. Contractor shall ensure availability of the Production Environment, including production server environment, networking and end user hardware and software. Contractor shall provide secured access to the PSAMS Solution for Production Use 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 Production Environment.

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

The Contractor shall Configure User accounts, User roles, establish system access and enable system log-in and User auditing for Production Environment.

DELIVERABLE 3.3.7.2: Prepared Production Environment as specified in Subtask 3.3.7.2.

SUBTASK 3.3.7.3 – PSAMS Solution Implementation

This implementation of the PSAMS Solution in the Production Environment serves as the primary validation of the PSAMS Solution and ensures the PSAMS Solution can meet Specifications. During the implementation period and until Final Acceptance, Contractor shall resolve all issues/Defects identified in accordance with Specifications. Contractor shall provide technical assistance with the option of on-site support at the designated sites during the implementation.

DELIVERABLE 3.3.7.3: Conduct implementation of the PSAMS Solution in the Production Environment according to the Go-Live Plan and provide County with a report certifying the progress and completion of the associated work as specified in Subtask 3.3.7.3.

3.3.8 SYSTEM ACCEPTANCE WITH RESPECT TO PHASE II FOR PSAMS SOLUTION

The PSAMS Solution for Phase II in its entirety, as installed and configured, will be Accepted by County if, and only if, the PSAMS Solution operates in the Production Environment for a period of sixty days continuously without Defects of Priority Level 1 or 2 as provided in Exhibit K (Service Level Requirements) to the Agreement.

SUBTASK 3.3.8.1 – Achieve Final Acceptance with Respect to Phase II

The PSAMS Solution shall achieve Final Acceptance with respect to Phase II after the PSAMS Solution has achieved Production Use for sixty (60) consecutive days without Defects of Priority Level 1 or 2 as specified in Exhibit K (Service Level Requirements) to the Agreement.

DELIVERABLE 3.3.8.1: Contractor shall certify in writing that the Documentation certifying that the PSAMS Solution in Production Environment has successfully and continuously operated without Defects of Priority Level 1 or 2 during the continuous 60-day period as specified in Subtask 3.3.8.1.

4.0 DEFINITIONS

County Contract Manager – Person designated by the County with actual and apparent authority on contractual or administrative matters relating to this Agreement.

County Contract Monitor – Person who monitors the Agreement and provides reports to the County Contract Manager and County Project Manager.

PSAMS Core Project Team – Consists of Investigators, Senior Investigators, Electronic Monitoring Managers, Pretrial Monitoring Managers, Investigative Supervisors, Bureau Chief, Pretrial Services, Users, trainers, and subject matter experts.

Work Plan – Work Plan is prepared by the Contractor using the County-specified version of Microsoft Project that provides a detailed schedule and required resources for both Contractor and County.

EXHIBIT A
STATEMENT OF WORK
EXHIBITS

**PRETRIAL SERVICES ASSESSMENT AND
MONITORING SYSTEM (PSAMS)**

1.0 EXHIBITS TO EXHIBIT A (STATEMENT OF WORK)

Exhibit A.1: SYSTEM REQUIREMENTS – PHASE I

Exhibit A.2: SYSTEM REQUIREMENTS – PHASE II

Exhibit A.3: CURRENT SYSTEMS FLOW DIAGRAM

Exhibit A.4: EXISTING WORKFLOWS – STATIC-99R SRG

Exhibit A.5: EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE

Exhibit A.6: EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST

Exhibit A.7: EXISTING WORKFLOWS – BD – AGENCY REQUEST

Exhibit A.8: EXISTING WORKFLOWS – BD – DEFENDANT REQUEST

Exhibit A.9: EXISTING WORKFLOWS – DRUG COURT

Exhibit A.10: EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION

Exhibit A.11: EXISTING WORKFLOWS – RRU

Exhibit A.12: EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

Exhibit A.13: EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

Exhibit A.14: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION

Exhibit A.15: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP

Exhibit A.16: EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP

Exhibit A.17: EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM

Exhibit A.18: LASD INTEGRATION REQUIREMENTS

Exhibit A.19: CJIS – CHARGE CODE DATA INTEGRATION REQUIREMENTS

Exhibit A.20: PSAMS DATA ELEMENTS

Exhibit A.21: TABLES FOR MIGRATION – Phase I

Exhibit A.22: TABLES FOR MIGRATION – Phase II

Exhibit A.23: ORMS PROFILES

Exhibit A.24: DELIVERABLE ACCEPTANCE FORM

Exhibit A.25: CHANGE ORDER FORM

Exhibit A.26: ABBREVIATIONS AND ACRONYMS

SOW: PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM AND RELATED SERVICES

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Exhibit A.27: THIRD PARTY PRODUCTS

Exhibit A.28: MINIMUM SYSTEM REQUIREMENTS

Exhibit A.29 COURT REPORT FORMS – Phase I

Exhibit A.30 LETTERS AND NOTIFICATIONS – Phase I

Exhibit A.31 COURT REPORT FORMS – Phase II

Exhibit A.32 LETTERS AND NOTIFICATIONS – Phase II

Exhibit A.33 PSAMS DELIVERABLE EXPECTATION DOCUMENT

These Exhibits are attached to and form a part of that certain Exhibit A (Statement of Work) (together with all sub Exhibits hereto, "Statement of Work" or "SOW") to the Agreement for Pretrial Services Assessments and Monitoring System and Related Services (as further defined in the Agreement "PSAMS Solution"), 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 Tyler Technologies, Inc ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the SOW or, if not defined therein, in the Agreement.

SYSTEM REQUIREMENTS – PHASE I

Category	ID # (Requirement Number)	Description	Phase
Search	SR-001	The system shall provide a comprehensive search feature that enables users to search by any fields that are associated with a defendant. Primary search parameters shall include application number (unique system key identifier, replacing Department's existing application number), booking number, case number, hard and soft IDs, and defendant's name. Other user interfaces may have additional search requirements, depending on the business requirements	I
	SR-002	The system shall be able to perform a search by selecting a single field or a combination of two or more fields.	I
	SR-003	The system shall be able to perform a search by which the user can insert partial information and the system shall attempt to match the search criteria.	I
	SR-004	The system shall allow the user to navigate directly to the defendant record from the search result list.	I
New Defendant, Applications, and Assessment Records	SR-005	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant.	I
	SR-006	The system shall allow for an unlimited number of unique identification numbers for both the defendant and PTS program specific identifiers (e.g., Defendant Unique Number, Booking Number, Application Number, Case Number, CII Number, FBI Number, Probation Number (X Number/Universal Number), etc.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-007	The system shall validate against unique hard (verified ID via fingerprints) and soft (non-fingerprint based) identifiers as various data elements to ensure that only a single unique defendant record exists in the system (SID, FBI, Probation, and CA DMV).	I
	SR-008	The system shall allow for multiple assessments for each arrest/case application, and allow for local system administrators to re-open an inactive assessment for data correction and/or further investigation by a designated PTS program as needed.	I
	SR-009	The system shall automatically assign various default values when a new defendant record is created.	I
	SR-010	In accordance with applicable State law, the system shall allow authorized PTS employees the ability to seal records while maintaining the ability to retain statistical data associated with the offender.	I
General	SR-011	The system shall provide the ability to indicate the defendant's gender, ethnicity, date of birth, and primary language choice, in the event an authorized bilingual employee is required to interface with the defendant during PTS interaction.	I
High Profile	SR-012	The system shall flag and track high profile defendants, and access shall be controlled via user/role permission. The system shall generate a high-profile form when the flag is set.	I

SYSTEM REQUIREMENTS – PHASE I

Page 3 of 20

Category	ID # (Requirement Number)	Description	Phase
	SR-013	The system shall allow a user with the appropriate permission to turn on/off the high-profile indicator at any time for active or inactive cases. The High-Profile (HP) indicator also needs a date parameter for a review of flagged subjects one year after flagging the record.	I
Residences	SR-014	The system shall allow for retention of multiple current and historical residential addresses, with effective dates, and the ability to add, modify, and delete residential addresses by designated users as needed.	I
	SR-015	The address records shall also have an attribute to indicate whether the defendant is homeless, or if the defendants address is unknown at the time of the record entry.	I
Financial Support	SR-016	The system shall allow for maintenance and retention of multiple current and historical financial support records, with the source (employer name, type of government assistance, retirement, disability, self-employment, etc.), the amount, contact information, length of support, and effective date.	I
	SR-017	The system shall provide the ability to record and retrain the defendant's phone numbers (mobile, home, work, etc.)	I
	SR-018	The system shall allow for the recording and retaining of the defendant's primary e-mail address.	I
	SR-019	When entering defendants into the system, the system shall allow to enter information from ages 0-120	I

SYSTEM REQUIREMENTS – PHASE I

Page 4 of 20

Category	ID # (Requirement Number)	Description	Phase
Contacts and References	SR-020	The system shall provide the ability to record and retain referred persons by the defendant (family, friends, neighbors, etc.), including but not limited to name, relationship, address, language, phone number(s), etc.	I
New Investigation Records and Assignment	SR-021	The system shall allow for the creation of multiple assessments for each application record.	I
	SR-022	The system shall provide the ability to record and retain the investigation type for the programs – Name Change, Drug Court, Electronic Monitoring, and Static-99R.	I
	SR-023	The system shall display all active, unassigned assessments in work queue where designated users can easily access and management case assignments in a descending order by application number	I
	SR-024	Unassigned cases shall be grouped by program type, and user roles associated with the assigned program are restricted to view their respective cases.	I
	SR-025	The system shall control access to the program type via User Profile Permission.	I
	SR-026	The system shall allow for additional sorting capability in the unassigned assessments upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-027	The system shall provide selected authorized users the ability to assign or	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
		reassign an assessment to an individual staff.	
	SR-028	The system shall provide the ability to record and review employee task performance for the following assessment tasks: Defendant Interview, Criminal History Background, Risk Assessment, and Court Report.	I
	SR-029	The system shall allow designated profiles the ability to perform an override of a credited employee ID for a completed task with a different employee ID.	I
	SR-030	The system shall be able to validate and perform checks to ensure that all required tasks and data elements recorded and completed before an active assessment can be completed.	I
	SR-031	Upon assigning an assessment, the system shall note the employee who assigned the assessment, including the date and time, and shall filter the assessment from the unassigned assessments. The assigned assessment shall appear in the assigned staff's work queue.	I
	SR-032	The system shall lock a record whenever a reviewer or supervisor selects the record for assignment to prevent concurrent access and assignment by multiple supervisors.	I
	SR-033	The system shall organize and display each staff's assignment worklist on a single screen where staff can easily access, manage, and work on their assigned task. Staff shall only view their assigned assessments/investigations.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-034	The assigned assessments shall be sorted by the application number in descending order, whereas, the oldest unassigned application shall reside on top while newly created applications reside at the bottom of the list.	I
	SR-035	The system shall allow for additional sorting capability upon selecting a column header for any available data element on the user interface. All columns shall be sortable in ascending or descending order.	I
	SR-036	Upon completing all assigned tasks for an assessment, the system shall clear the assigned case from the staff assignment worklist.	I
	SR-037	The system shall provide the ability to a close or inactivate an assessment.	I
Criminal History	SR-038	The system shall provide the ability to record and retain data entries of a defendant's past criminal history details, which shall include but not be limited to arrest date, arrest location (state), source of the arrest information, court case number, conviction date, conviction charge, conviction charge description, and sentencing outcomes (summary or formal probation, length of incarceration, and amount of fines).	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-039	The system shall have the ability to indicate in any designated court reports that the defendant has no documented history of criminal convictions found on available justice information systems. If there are no records found the reports should display, no data found.	I
	SR-040	The system shall support an unlimited number of criminal history records per defendant.	I
	SR-041	The system shall provide the ability to indicate the Arrest only, Adult convictions, Juvenile sustained petitions, and Pending criminal history record types.	I
	SR-042	The system shall provide the ability to export a defendant's criminal record history records to a PDF format for electronic transmission or printing.	I
Risk Assessment	SR-043	The system shall provide risk assessment models based on established criteria by current PTS programs (Electronic Monitoring [Modified Wisconsin]; Drug Court Eligibility screening and Static-99R [Static-99R Tool]).	I
	SR-044	The system shall calculate a defendant's risk score and set the risk level based on score range.	I
	SR-045	The system shall compute scores based on responses to the assessment questions.	I
	SR-046	The system shall allow for maintenance and retention of risk assessment history for a defendant.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-047	The system shall allow for multiple pretrial risk assessments for each assessment or investigation within a given application.	I
	SR-048	The system shall track and display a defendant's history of previous administered assessments.	I
Investigation Court Reports	SR-049	The system shall support the ability to create a variety of Investigation Court Reports for designated PTS Programs, including selected data elements for each program.	I
	SR-050	The system shall provide the ability to export reports to PDF file format for digital storage or printing.	I
Investigation Completion	SR-051	The system shall provide the ability to accurately monitor the file status of each assessment and pretrial monitoring record, noting it to be active assessment, active monitoring, active warrant, or inactive for effective record management.	I
	SR-052	The system shall prevent case closures based on certain conditions (e.g., certain tasks are not completed, certain information missing) and without supervisory approval.	I
	SR-053	The system shall provide the ability to automatically close cases based on certain conditions.	I
	SR-054	The system shall allow for the maintenance and retention of historical reasons, dates, and staff performing opening or closing a case.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-055	The system shall track the source of the requesting agency or entity (court, referral, or PTS agency).	I
Electronic Monitoring Program	SR-056	The system shall provide the ability to record and track defendant referrals for Electronic Monitoring. The system shall allow for maintenance and retention of EM detailed case information.	I
	SR-057	The system shall provide an efficient way to automatically determine defendant eligibility based on exclusion conditions (e.g., excluded conviction charges, pending felony cases, outstanding warrants, custody holds, rehabilitation orders, disqualifying special handling restrictions).	I
	SR-058	The system shall provide the ability to record and track placement on electronic monitoring, including tentative start and end dates.	I
	SR-059	The system shall allow designated users the ability to review and approve the completed risk assessment and the ability to submit the final recommendation codes on post-sentencing inmates.	I
	SR-060	The system shall allow users to route a completed EM application based on the risk assessment scores or court order for approval/quality check.	I
	SR-061	The system shall allow for the entry of EM disposition and case closure if the outcome code is denied. Required elements are 1) Date EM was denied; 2) Reason Sheriff denied; and 3) Comment	I

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Category	ID # (Requirement Number)	Description	Phase
	SR-062	The system shall allow users to route an eligible EM assessment to a designated quality and control employee for further review, approval, and tracking.	I
	SR-063	The system shall flag EM abscond events if it is a court case or LASD.	I
	SR-064	The system shall provide the ability to track different levels of severity (violations) for non-compliance events.	I
	SR-065	The system shall provide the ability to track contractor audit information, including 1) Equipment Function, and 2) Violations Abscond reports within prescribed/established timeframe.	I
	SR-066	The system shall allow for the assigning of electronic monitoring vendor offices, including the ability to reassign an unlimited number of electronic monitoring records to another vendor office by authorized profiles.	I
Static-99R Program	SR-067	The system shall provide the ability to enter Static-99 information.	I
	SR-068	The system shall provide the ability to enter Facts of Offense information.	I
	SR-069	The system shall provide the ability to enter Method of Operations for Facts of Offense Sheet information.	I
	SR-070	The system shall provide the ability to track the following different Static 99 types: 1. SRG; 2. Pre-Sentence; 3. Post-Sentence	I

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Category	ID # (Requirement Number)	Description	Phase
Civil Name Change	SR-071	The system shall provide the ability to enter information pertaining to a Civil Name Change request.	I
Drug Court	SR-072	The system shall provide the ability to enter and track Drug Court request information.	I
	SR-073	The system shall generate and submit an electronic assessment package to the Court.	I
	SR-074	The system shall provide reports based on 1) Court location and 2) Type.	I
Reporting, Letters, and Notices	SR-075	The system shall provide reports that are preconfigured, formatted reports that authorized users can access through the PSAMS Solution. These do not require users to write data complex queries and may allow users to specify a limited set of selection criteria, such as date ranges, status, caseload types on all files or cases.	I
	SR-076	The system shall generate and display a summary and a listing of staff's caseload by various criteria.	I
	SR-077	The System shall provide an Electronic Monitoring Program Assessment Report.	I
	SR-078	The system shall allow the development of custom reports by the system administrator.	I
	SR-079	The system shall provide the ability to create templates for notices and letters which County will use to generate notices and letters based on those templates and drawing from data fields in the system.	I

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Category	ID # (Requirement Number)	Description	Phase
	SR-080	The system shall provide an up to date replicated database that the County may connect to using its own SQL-based reporting tools to run queries, extract data, and create custom reports.	I
	SR-081	The system shall provide the ability to export and print report data in Excel and PDF.	I
	SR-082	The system shall generate documents individually (on-demand) or in scheduled batches.	I
	SR-083	The system shall provide the ability to format reports to accommodate different paper sizes and viewing layouts.	I
Consolidation	SR-084	The system shall allow a user with the appropriate user role the ability to consolidate defendants. Consolidation from the source defendant to the destination defendant can occur in the following two ways: 1. If the destination defendant exists, then move program record from source to destination; or 2. If the destination defendant does not exist, (a) allow the administrator to create a new defendant record, then (b) move the program record from source to destination.	I
	SR-085	The system shall check the following key data elements for defendant consolidation: CII Number, FBI Number, Probation X-Number	I
List of Values Management	SR-086	The system shall provide the administrator the ability to maintain multiple list of values ("LOV") tables.	I

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Category	ID # (Requirement Number)	Description	Phase
User Profiles	SR-087	The system shall allow system administrators the ability to manage user profiles and user roles.	I
	SR-088	The system shall provide administrators the ability to set and manage various levels of system access and capabilities.	I
Data Interface / Integration	SR-089	The system shall provide the ability to export requested data into third-party software (MS Access, Excel, etc.) for statistical reporting and data analysis.	I
Historical Data Migration	SR-090	<p>The vendor shall migrate/convert data from existing Probation system PPT+ with the option to archive closed cases into the new system.</p> <p>Note: The intent is to migrate the past three fiscal years + current fiscal year of data records + any pending records older than the four fiscal years from the date of the migration. See the Exhibit A.21 (Tables For Migration – Phase I).</p>	I
Technical Architecture	SR-091	The system shall be web-based and accessible via a web browser and support windows PCs.	I
	SR-092	The system shall support a web-browser and shall be independent of the browsers – support Internet Explorer, Edge Chrome, Google Chrome, as well as any other browser that the County supports. Also, support testing when the County upgrades its browser version.	I
	SR-093	The system's database must be fully relational and require only single entry of data elements. For example, a defendant name record must be entered only once and linked to other tables.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-094	The system shall provide secured access by authentication and authorization to the County's Azure Active Directory (Azure AD).	I
	SR-095	The system shall support printers provisioned in Microsoft Windows, including but not limited to Xerox Global Print Driver, Xerox Phaser 6700DN, Xerox Phaser 4600 and Xerox WorkCenter 7545 and 5790.	I
	SR-096	The system shall provide, but not be limited to, baseline data elements for defendant, such as application (arrest and case information), assessments and investigations, criminal history, personal history (residences, financial support, education, military, and contact information) pretrial supervision (court appearances, appointment events, caseworker and case manager tasks, and associated comments to document interactions and outcomes with defendants and clients. Refer to Exhibit A.20 (PSAMS DATA ELEMENTS).	I
Application Security	SR-97	The system shall provide role-based security access rights. Permissions shall be set by user roles and include a security matrix that defines access to screens, functions, and data for specific user groups.	I
	SR-98	The system shall support various types of access permissions, including no access, read only, and read, write, and delete.	I
	SR-99	The system shall restrict visibility of screens, functions and data for	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
		unauthorized users based on user roles/security levels.	
	SR-100	The system shall provide protections against users (except System Administrator) updating data tables directly; all user updates shall be performed via the application front-end.	I
	SR-101	The system shall track the date, time, and login of any person who added, edited, or deleted a record.	I
	SR-102	The system shall provide secure login functionality with user ID and password to control access. The password module shall have the ability to “lock-out” users after a designated number of failed attempts. The module must require system administrator intervention to remove the lockout.	I
	SR-103	The system shall have the ability for the passwords to be encrypted during user authentication.	I
	SR-104	The system shall not display the password as clear text (password masking).	I
	SR-105	The system shall encrypt cookies with sensitive data (e.g., authentication cookies).	I
	SR-106	The system shall require Azure Active Directory authentication for administration User interface.	I
	SR-107	The system shall log all actions, including last login time and source location, in a non-refutable immutable way.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-108	The system shall return generic errors messages to the client, to avoid disclosure of sensitive information (e.g., database error, application error).	I
	SR-109	The system shall timeout if there is no user activity for thirty minutes.	I
Data Integrity	SR-110	The system shall employ record-locking (or field locking) functionality to prevent multiple users from updating the record concurrently.	I
	SR-111	The system shall put constraints in place to avoid duplicate booking numbers (e.g., entering the same defendant, the same booking ID, the same application number, etc.) that are newer than five years in age.	I
	SR-112	The system shall provide table-driven drop downs of valid values for data elements whenever possible, and they shall be updatable by the System Administrator, to facilitate data entry and ensure data integrity.	I
	SR-113	The system shall provide field edit logic on all date and other appropriate fields to facilitate data entry and ensure data integrity.	I
Documentation / User Training	SR-114	The Contractor shall provide an entity relationship diagram for all system database tables.	I
	SR-115	The Contractor shall provide a process model for the systems with a leveled dataflow diagram, system architecture diagram and network diagram.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-116	The Contractor shall provide a data dictionary for all system database tables/data elements.	I
	SR-117	The Contractor shall provide a comprehensive user manual documenting all system operations and it should be accessible online. Manual must include screen illustrations and instructions. Instructor led step-by-step training shall be provided to assist technical users, non-technical users, and administrative personnel to operate the system.	I
	SR-118	The system shall provide a “Help” feature that enables users to search various topics for instructions on how to perform a system task.	I
User Audit	SR-119	The system shall maintain a history of user logons.	I
	SR-120	The system shall maintain audit logs of all system changes, including date and time and person making the change. The system must keep an audit log file and identify user by name, ID, date, time, IP address, etc.	I
	SR-121	The system shall allow County System Administrators to view in real-time a list of Users that are logged on.	I
General Appearance & Usability	SR-122	All entries/updates/query forms and functions shall utilize a common look and feel with similar commands, including windows, menus, scroll bars, pop-up windows (dialogs), buttons, and list boxes.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-123	The system shall be user friendly and flow logically from screen to screen from newly created defendants through the close of the defendant's application.	I
	SR-124	The system shall provide drill down/hyperlink functionality (i.e., clicking on a hyperlink will open additional details of a record. Methods include opening a data grid, popup window, or navigation to a separate screen).	I
	SR-125	The system shall provide a means of simple spell checking for all free-text fields.	I
	SR-126	The system shall prompt users to save information when users navigate or focus from an unsaved user interface.	I
	SR-127	The system shall provide visual prompts and error messages to ensure that all required fields are completed.	I
File Upload	SR-128	The system shall have the ability for management to upload, add, or delete attached external documents associated with a specific defendant record, controlled by user system profiles.	I
Availability	SR-129	The system shall be available twenty-four hours a day, seven days a week and 365 days a year. Peak performance time will be from 8:00am till 5:00pm, Monday through Friday (with minimal acceptable downtime).	I
	SR-130	The system shall allow for the capacity to limit or restrict access times for selected users.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-131	The system shall have a disaster recovery backup plan and implementation, for use in the event the primary host location is not available for providing services.	I
	SR-132	The system shall replicate across regions in order to achieve a System recovery time objective (RTO) of two (2) hours and a system recovery point objective (RPO) of zero data loss.	I
Performance	SR-133	The system shall be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements, as business needs develop and evolve over time.	I
	SR-134	The system shall perform as specified in section IV ADDITIONAL WARRANTIES, Exhibit K (Service Level Requirements).	I
System Support	SR-135	The system shall be totally supported by the Contractor, including operating system, database, and application, for the life of the Agreement.	I
	SR-136	The Contractor shall provide technical support as defined in Exhibit K (Service Level Requirements), I. Support Call Process.	I
	SR-137	The Contractor shall have an emergency contact telephone number available for major system problems outside of normal service support hours.	I
	SR-138	Error description for mandatory fields.	I

SYSTEM REQUIREMENTS – PHASE I

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Category	ID # (Requirement Number)	Description	Phase
	SR-139	Any system updates and changes to the system shall be pushed out to the users in coordination with IT staff, and updated training tools and support shall be provided during these times.	I

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
New Defendant, Applications , and Assessment Records	SR-001	The system shall allow authorized users the ability to manually create an application record (arrest and associated case filing) for each defendant and automatically populate designed data elements by interfacing with authorized external source systems, such as Los Angeles Sheriff's Department (LASD) for booking and save or cancel based on the user's action.	II
	SR-002	PSAMS will have a work queue for incoming arrests coming in by API from the LASD New Arrest event so that an appropriate staff member can assign the case or take other appropriate action.	II
	SR-003	PSAMS will have a work queue for fully sentenced inmates (FSI) coming in by API from the LASD Fully Sentenced Event so that an appropriate staff member can assign the case or take other appropriate action.	II
Residences	SR-004	The system shall have the ability to validate defendant's residential addresses against major address verification vendors (like United States Postal Service, Pitney Bowes, Melissa, etc.)	II
New Investigation Records and	SR-005	The system shall provide the ability to record and retain the investigation type for the programs – Bail Deviation and Own Recognizance.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Assignment	SR-006	The system shall provide a process to route pending assessments for quality review and supervisor approval.	II
Defendant Interview	SR-007	The system shall incorporate the defendant interview questions and responses to be entered into the system for recording and retention and shall be able to interact with the PTS risk instrument factors in determining risk (Ex: C-CAT).	II
Criminal History	SR-008	The system shall have the capability to provide criminal justice information through web services on authorized interfaces. At a minimum, the system will need to interface with the Los Angeles County Sheriff's Department (LASD) Automated Justice Information System and Criminal Justice Information Services (CJIS) Charge Code Table to make selected arrest and booking information available in a temporary data storage region for automatic data population of new assessment records as specified in Exhibit A.18 (LASD Integration requirements) and to get the charge codes information from CJIS Charge Code Table as specified in Exhibit A.19 (CJIS- Charge Code Data Integration Requirements).	II
Risk Assessment	SR-009	The system shall provide risk assessment models based on established criteria by current OR Program (C-CAT).	II
	SR-010	The system shall provide the ability to enter pre-arraignment information.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Pre-arraignment Program (Bail Deviation)	SR-011	The system shall provide the ability to enter the court's decision and bail amount.	II
Pretrial Investigations Program(OR)	SR-012	The system shall provide the ability to enter and track Pretrial Investigation information.	II
	SR-013	The system shall provide the ability to generate and submit an electronic assessment package to the Court.	II
	SR-014	The system shall validate the defendant's charge code and determine if the defendant is eligible or ineligible for assessment. The system shall flag the defendant record accordingly.	II
	SR-015	The system shall provide the ability to receive notifications when an event occurs.	II
Civil Name Change	SR-016	The system shall provide the ability to electronically submit an assessment to the court.	II
Supervised Release	SR-017	The system shall allow staff to capture and track released defendants. Elements shall include 1) releasing information; 2) multiple court appearance events and outcomes; 3) a list of established court and program conditions (via a list of value [LOV] table); and 4) case notes and comments to documents a released defendant's pretrial progress.	II
	SR-018	The system shall allow for the assigning of pretrial monitoring case managers, including the ability to change an	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
		unlimited number of assigned pretrial monitoring records to another case manager by authorized profiles.	
	SR-019	The system shall allow staff to capture and track the release date, release court, and release court hearing type.	II
	SR-020	The system shall allow staff to capture and track total number of court appearances, release type, Failure to Appear (FTA) events, new arrest events, final court disposition codes, FTA status codes, final disposition date, and total days released.	II
	SR-021	The system shall include a warning flag to identify defendants that may pose potential hazards and/or conditions that merit special attention.	II
	SR-022	The system shall provide the ability to follow up and capture court outcomes.	II
	SR-023	The system shall allow for maintenance and retention of multiple events, which shall include the ability to capture and track court date, court location (courthouse and department), court hearing type, court disposition or outcome, and days on release (days since last court appearance, if the defendant returns to court successfully).	II
	SR-024	The system shall indicate the level of pretrial risk, based upon the existing PTS risk instrument, for tiered pretrial monitoring management and caseload sizes.	II
	SR-025	The system shall provide the ability to capture and track unlimited comments.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
Alerts	SR-026	The system shall provide the ability to generate various notices based on PTS programs (e.g., Failure to Appear, Failure to Report, Condition Release Violation, Non-Compliance notification, Court Appearance, etc.).	II
	SR-027	The system shall provide the ability to generate notices in English, Spanish, and a limited number of other widely spoken languages in the Los Angeles area.	II
	SR-028	The system shall include a messaging system- Tyler Supervision Access to allow for automatic notification (Ex: text and/or email) to defendant of event information related to upcoming court date, failure to appear, Telephone Check-in, and appointments.	II
Mobile	SR-029	The system shall allow the Pretrial staff to view and manage their assigned cases via a mobile application on the Android and iOS platforms.	II
Client Portal	SR-030	The system shall allow the defendants to view their court hearing date.	II
	SR-031	The system shall allow the defendant to send messages to their case managers related to their case (phone numbers, address, check-in's..etc).	II
Reporting	SR-032	The system shall provide evidence-based performance outcome reports by defendant, caseload, unit, etc. with the ability to store monthly performance reports.	II
	SR-033	The system shall provide the ability to email reports/letters/memos.	II

SYSTEM REQUIREMENTS - PHASE II

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Category	ID # (Requirement Number)	Description	Phase
	SR-034	The system shall provide the ability to add/manage custom reports to the application front-end report library. It shall be flexible and have intuitive ad-hoc query and reporting capabilities for users to generate the report and to determine the selection criteria of a report without knowledge of the database schema or familiarity with SQL.	II
User Profiles	SR-035	The system shall provide administrators to allow the addition of customized messages to the user in the logon screen or after logging into the system.	II
Interfaces	SR-036	All web service interface data shall be transmitted using Hypertext Transfer Protocol Secure (HTTPS) and comply with encryption standards that satisfy the County's Information Security and Privacy Requirements as defined in Exhibit J (Information Security and Privacy Requirements Exhibit).	II
	SR-037	The system's web service interface with LASD and CJIS Charge Code Table shall implement an authentication mechanism to ensure that only authorized requests are serviced.	II
	SR-038	The system shall be able to integrate, to get the CJIS Charge Code Table information either via CJIS 2.0 API(if available during PSAMS implementation) or by entering the charge code table information manually from an administrative interface. The CJIS Charge Code Table shall be developed as specified in the Exhibit A.19 (CJIS –	II

SYSTEM REQUIREMENTS - PHASE II

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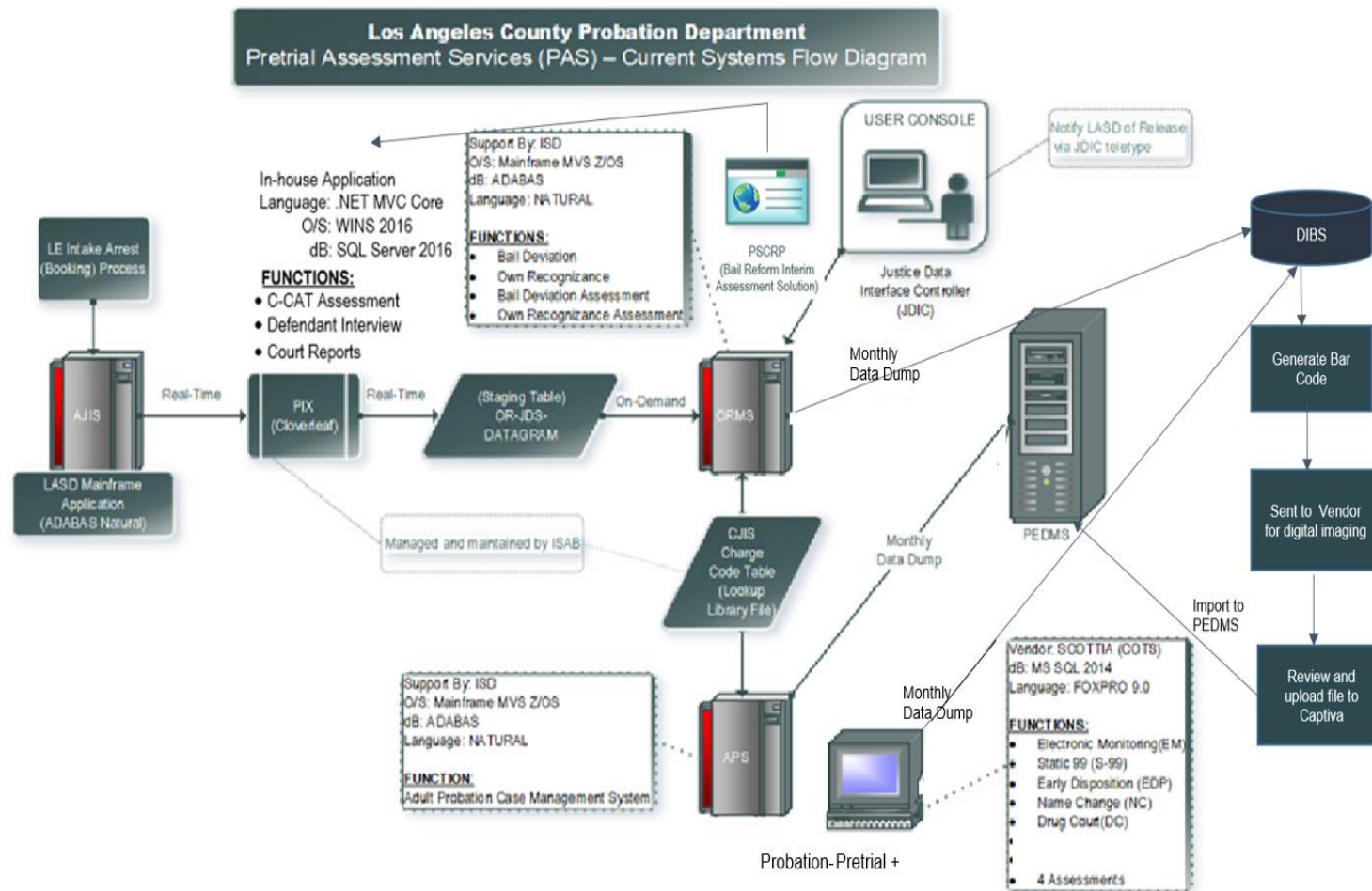
Category	ID # (Requirement Number)	Description	Phase
		Charge Code Data Integration Requirements).	
	SR-039	The system shall be able to interface with LASD to get the new arrests information as specified in II, A.18 (LASD Integration Requirements).	II
	SR-040	The system shall be able to interface with LASD to get the full sentenced inmate information as specified in III, A.18 (LASD Integration Requirements).	II
Data Interface / Integration	SR-041	The system shall allow controlled, read-only access to external government agencies (e.g., the superior court, sheriff, district attorney, etc.), to search and review limited defendant information in real-time.	II
Historical Data Migration	SR-042	<p>The vendor shall migrate/convert data from existing Probation systems (ORMS, and PSCR) with the option to archive closed cases into the new system.</p> <p>Note: The intent is to migrate the past three years + current fiscal years of data records (plus any pending records older than four fiscal years) from the date of the migration. See the Exhibit A.22 (Tables For Migration – Phase II).</p>	II
Technical Architecture	SR-043	The system shall support Web Services interfaces (Multi-tier solution supporting the defendant, application, and database tiers).	II
Role-Based Dashboard	SR-044	The system shall provide a role-based dashboard as the default landing page. The dashboard shall display various statistical report metrics with data drill-	II

SYSTEM REQUIREMENTS - PHASE II

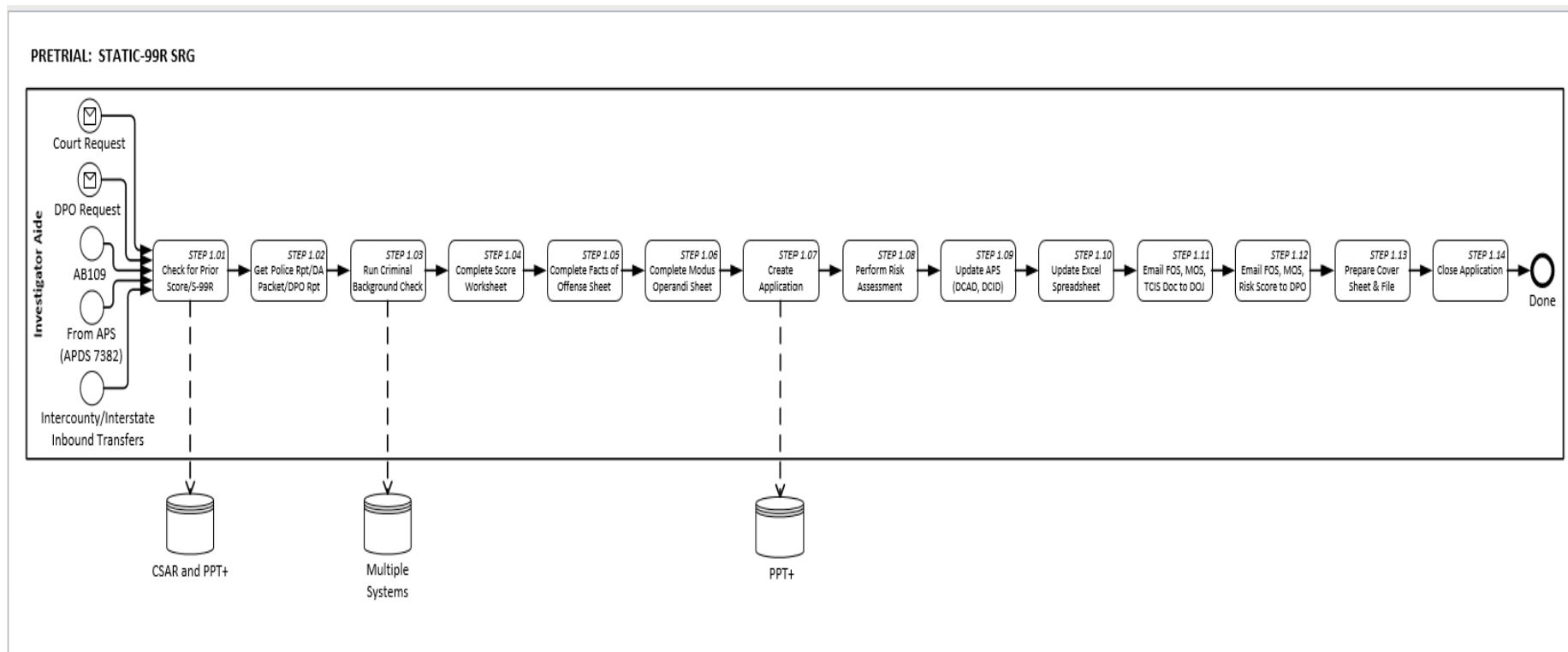
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Category	ID # (Requirement Number)	Description	Phase
		down capability. Data shall also include charts, graphs, and other graphical representations of data.	
	SR-045	The dashboard shall be defined by user roles, such that a supervisor may be required to view a different set of performance metrics than line staff.	II
Digital Signature	SR-046	The system shall provide the ability to electronically sign a document.	II

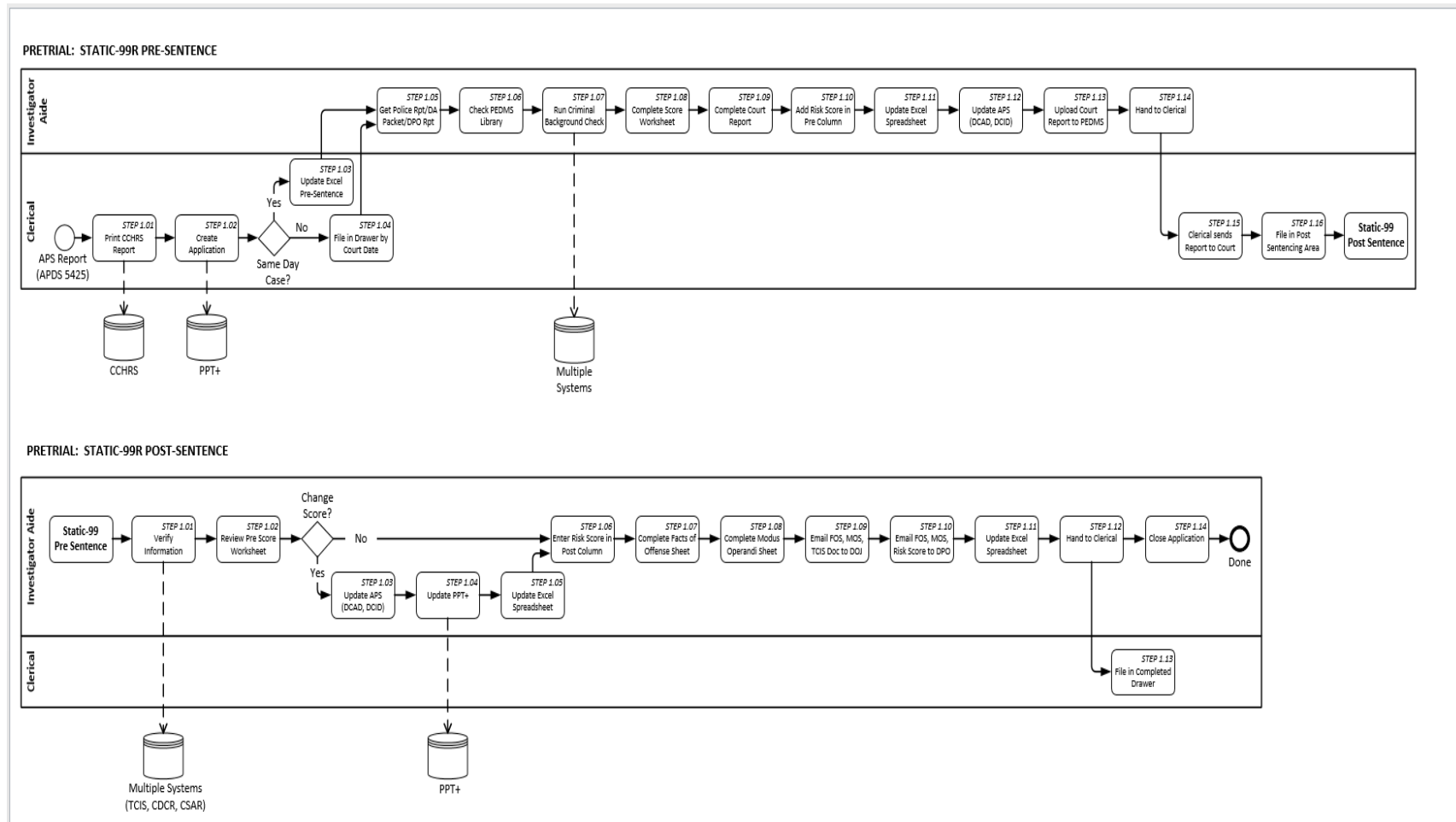
CURRENT SYSTEMS FLOW DIAGRAM



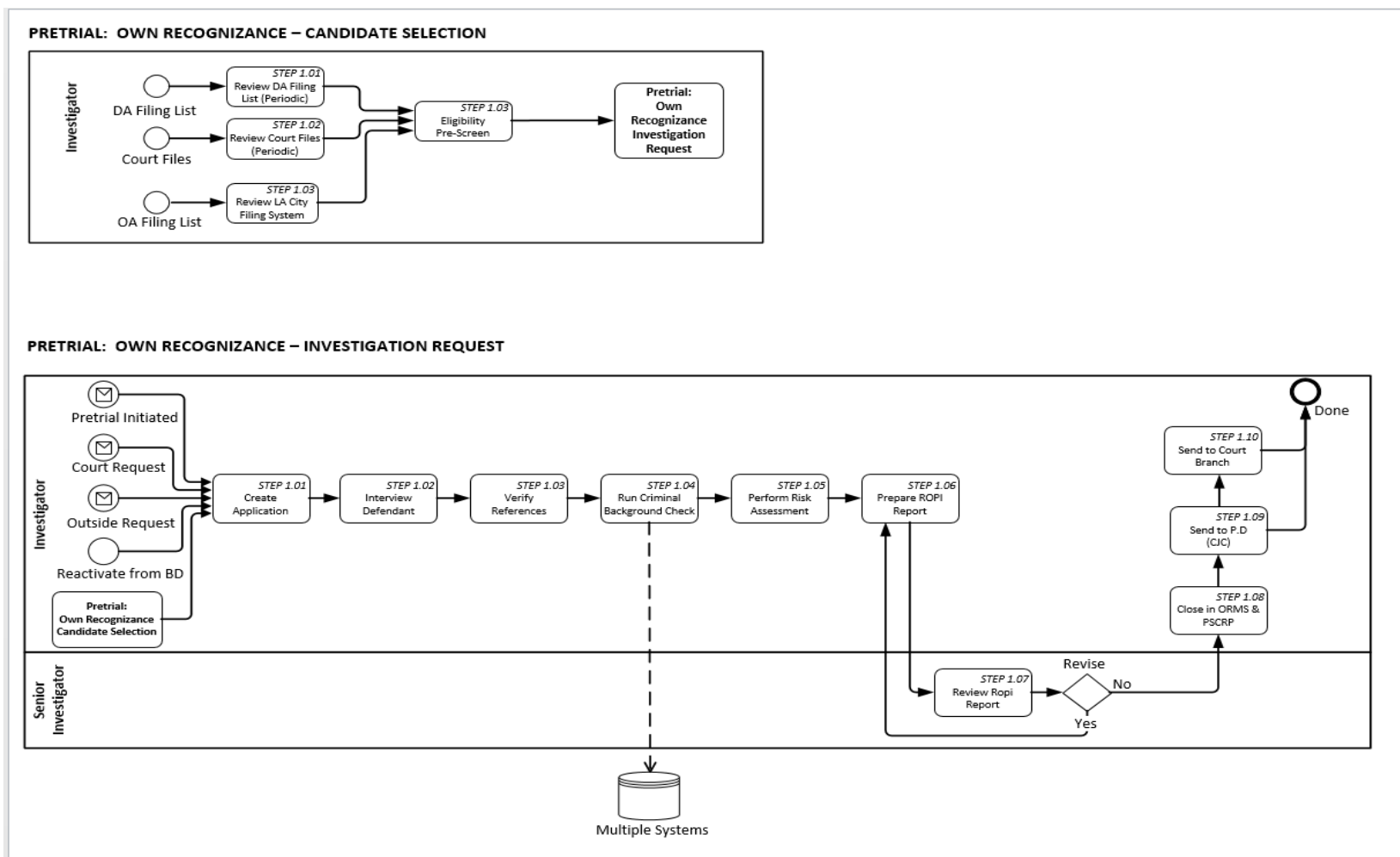
EXISTING WORKFLOWS – STATIC-99R SRG



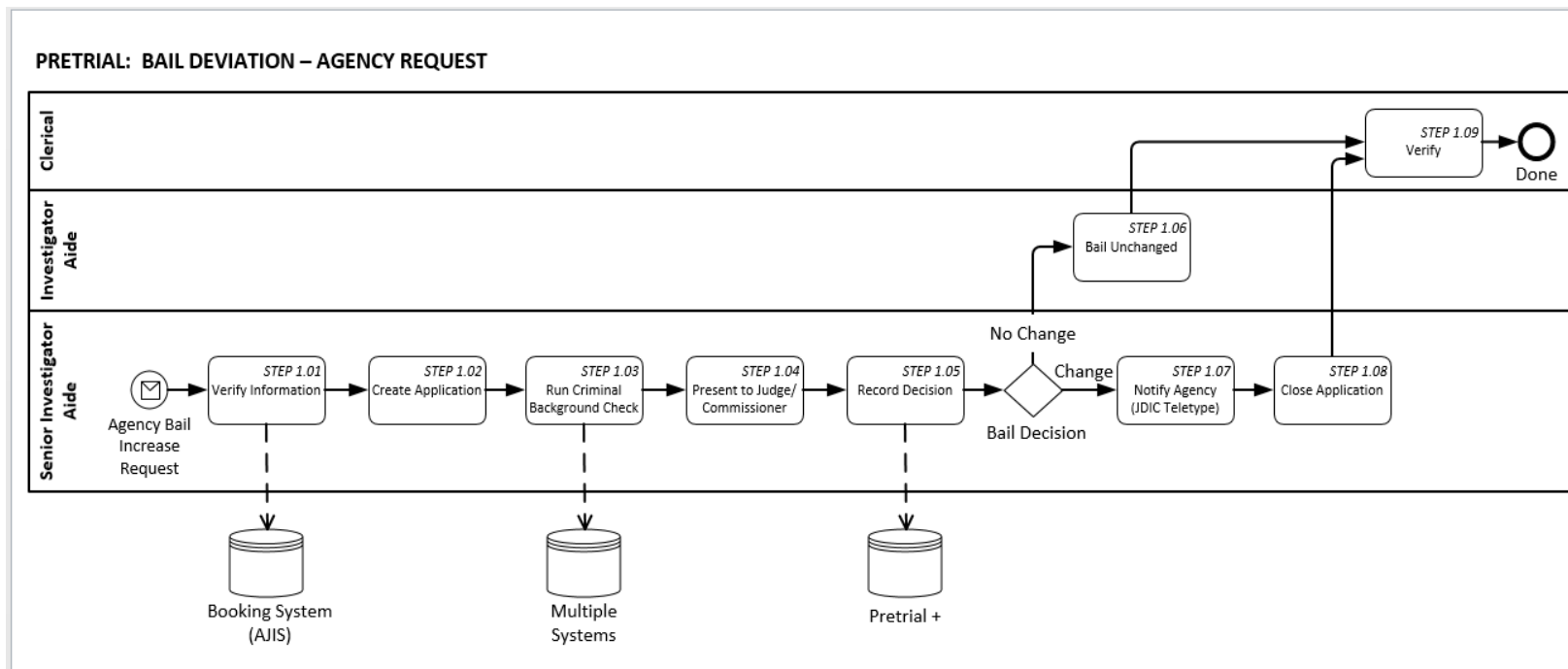
EXISTING WORKFLOWS – STATIC- 99R PRE-SENTENCE & POST-SENTENCE



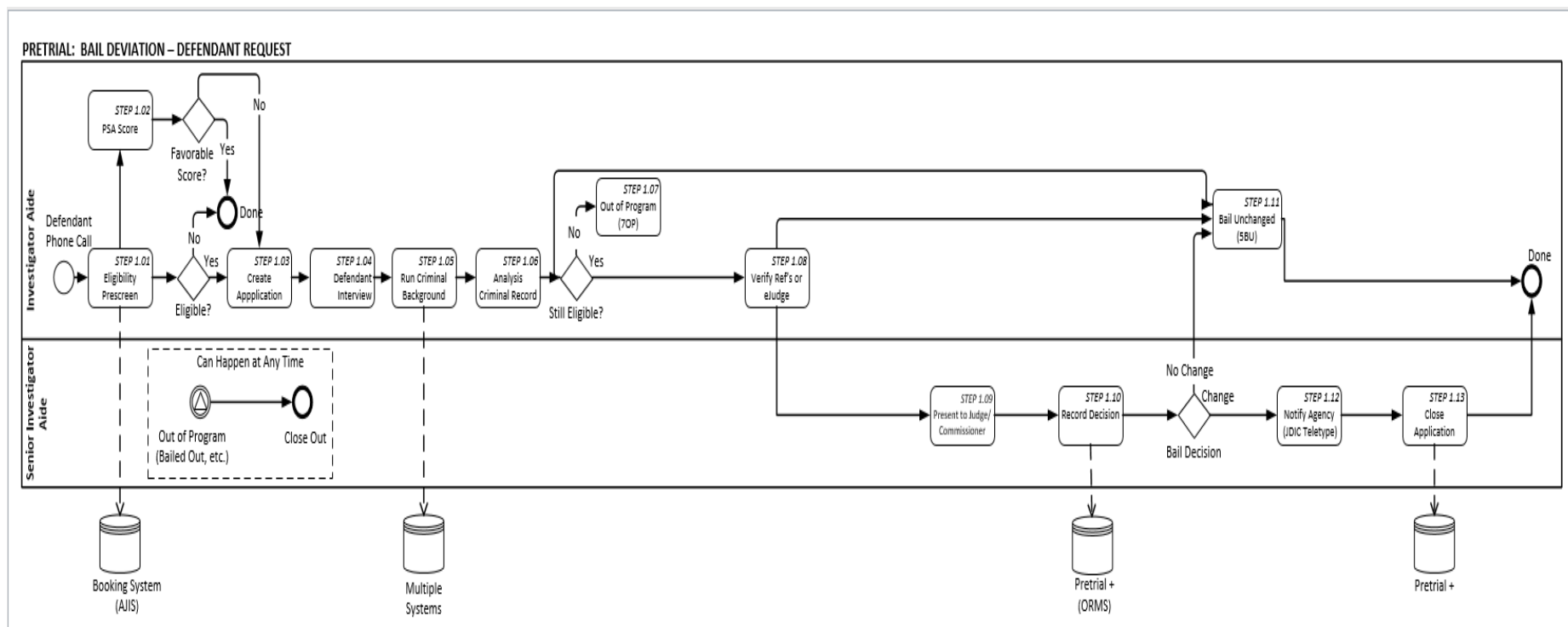
EXISTING WORKFLOWS – OR – CANDIDATE SELECTION & INVESTIGATION REQUEST



EXISTING WORKFLOWS – BD – AGENCY REQUEST

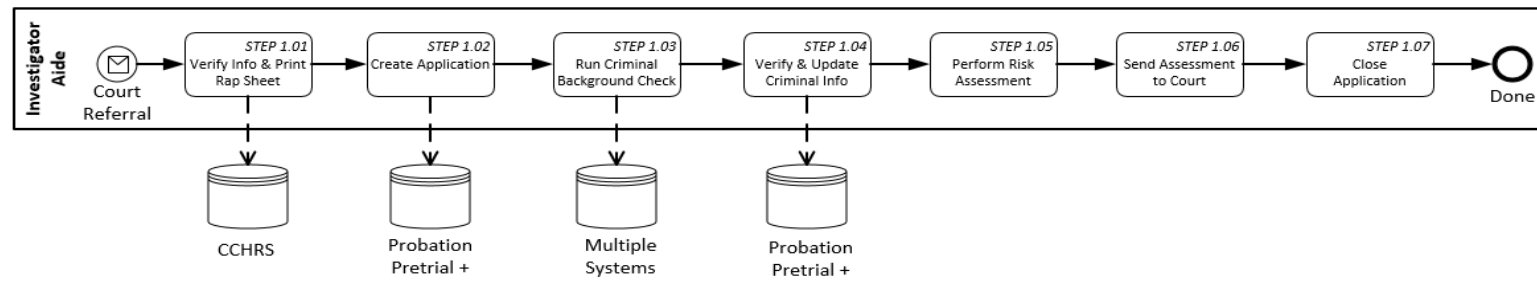


EXISTING WORKFLOWS – BD – DEFENDANT REQUEST

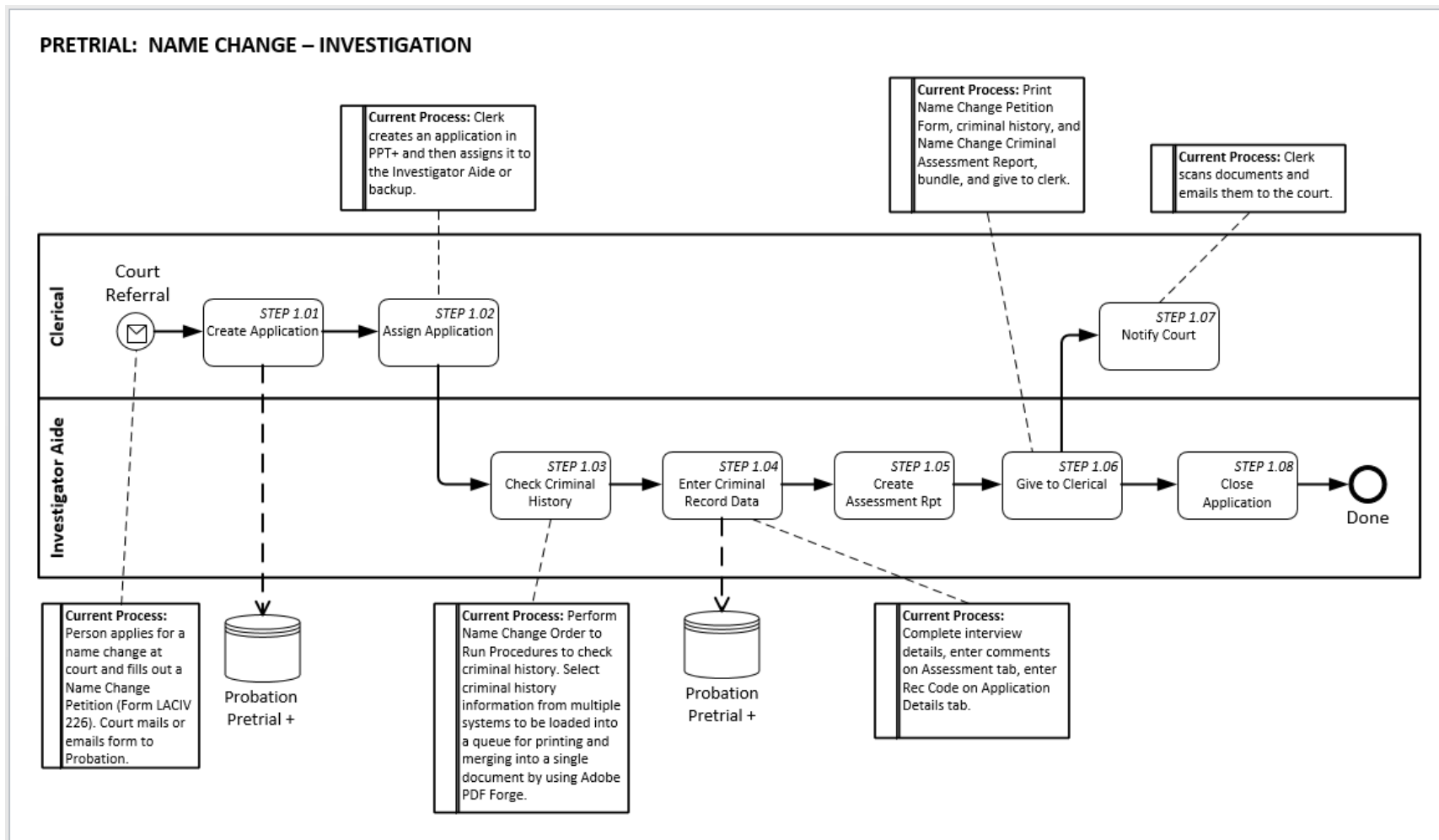


EXISTING WORKFLOWS – DRUG COURT

PRETRIAL: DRUG COURT

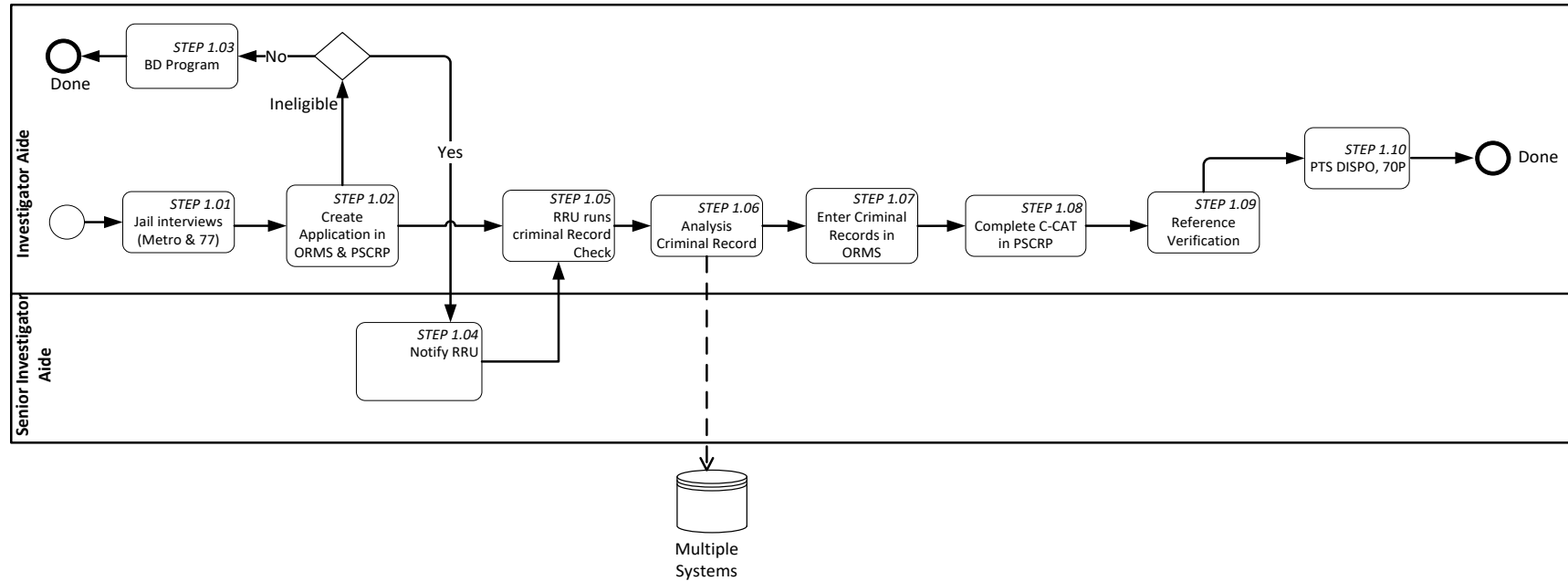


EXISTING WORKFLOWS – NAME CHANGE - INVESTIGATION



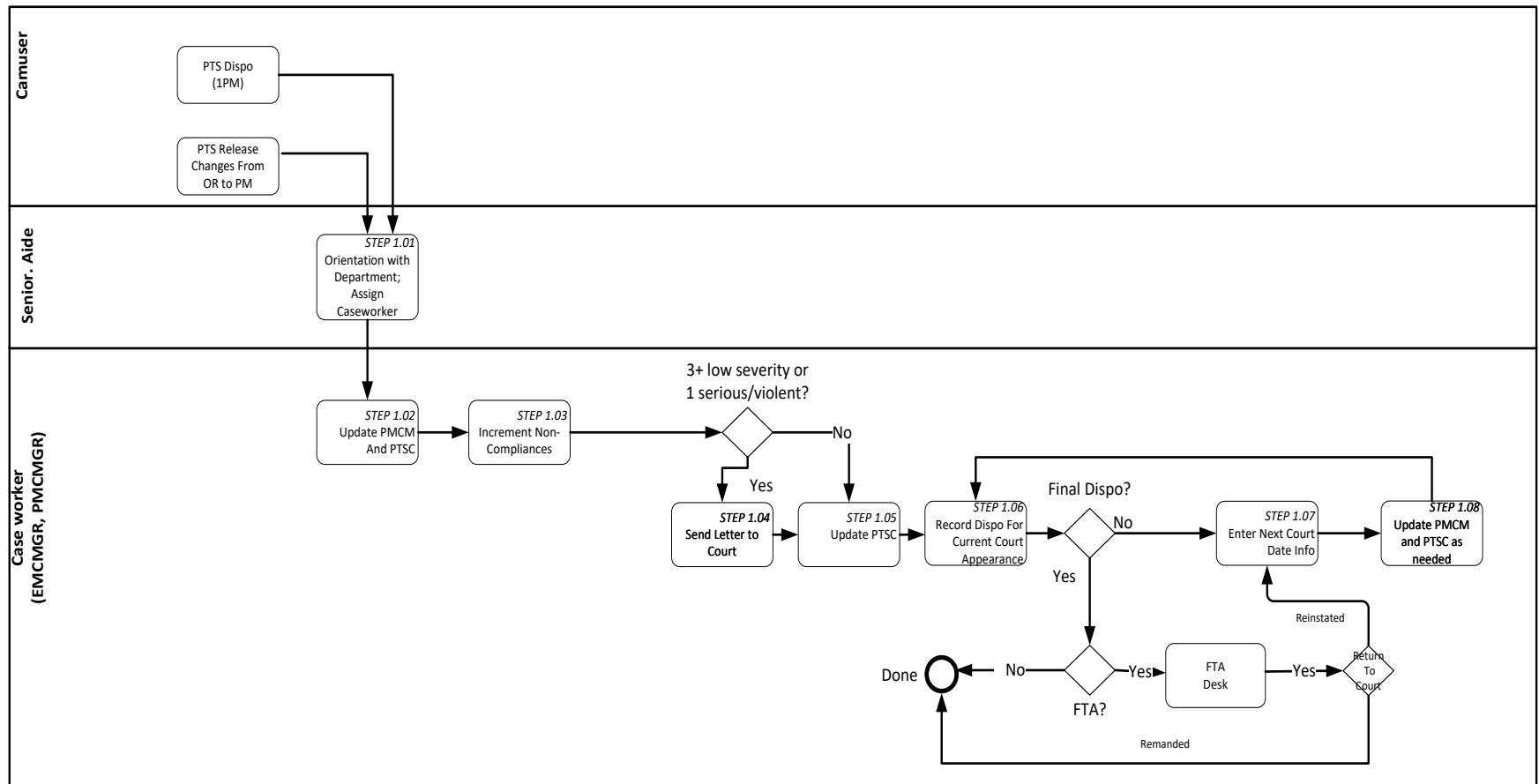
EXISTING WORKFLOWS – RRU

PRETRIAL: RECORD RUNNING UNIT (RRU)



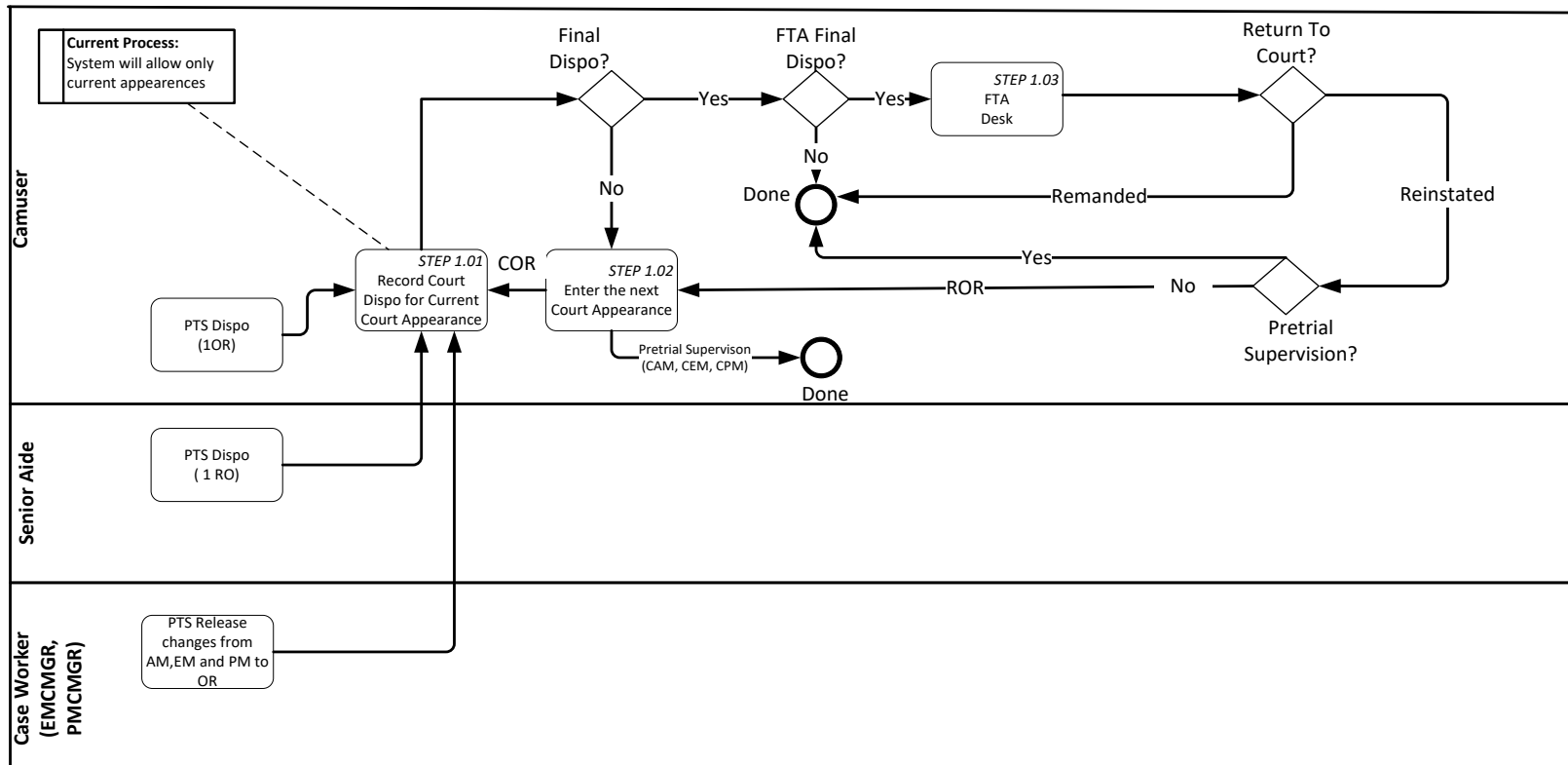
EXISTING WORKFLOWS – PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

PRETRIAL: PRETRIAL COURT ACTIVITY MONITORING & NON-COMPLIANCE

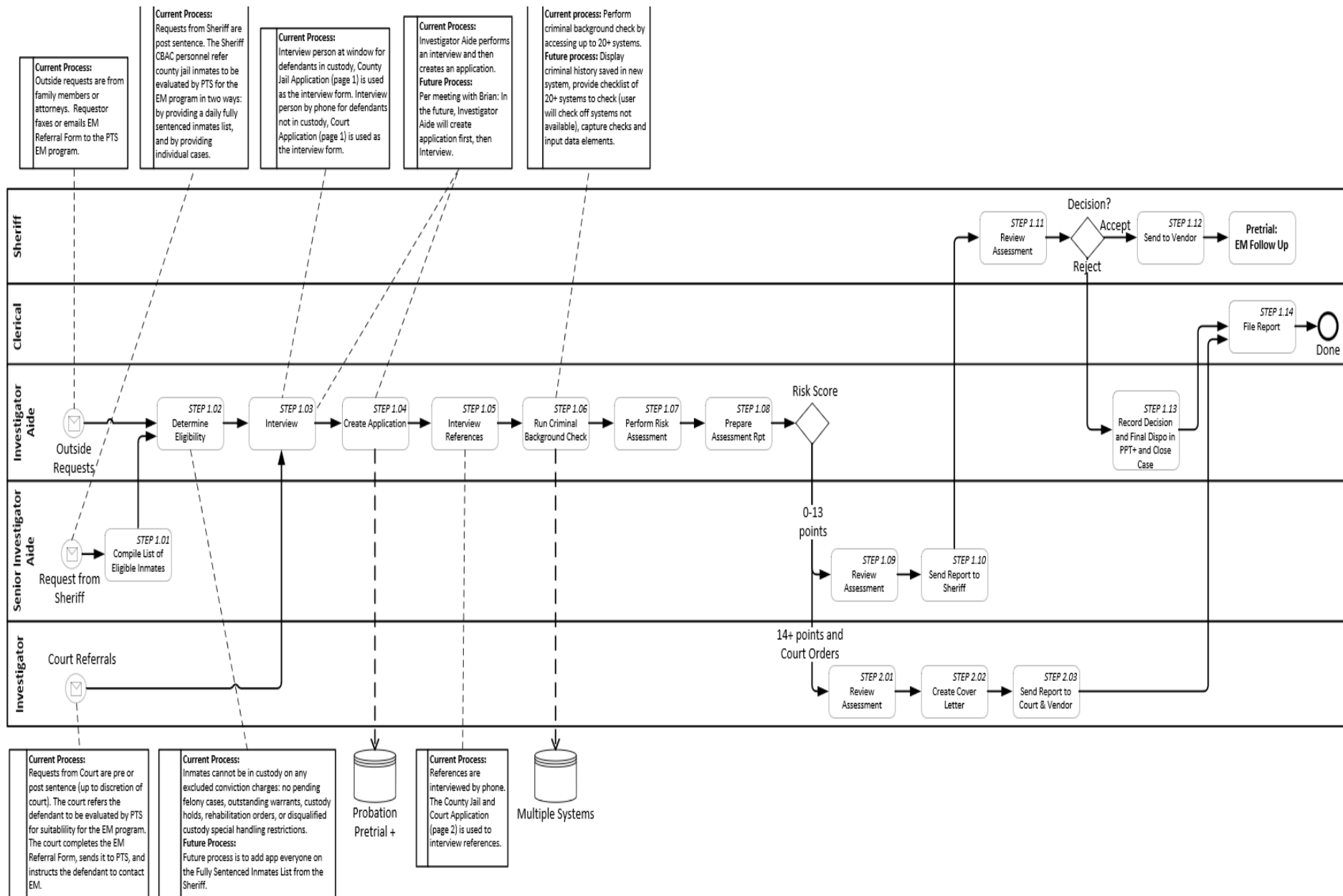


EXISTING WORKFLOWS – REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

PRETRIAL: REGULAR COURT ACTIVITY MONITORING FOR OR RELEASES

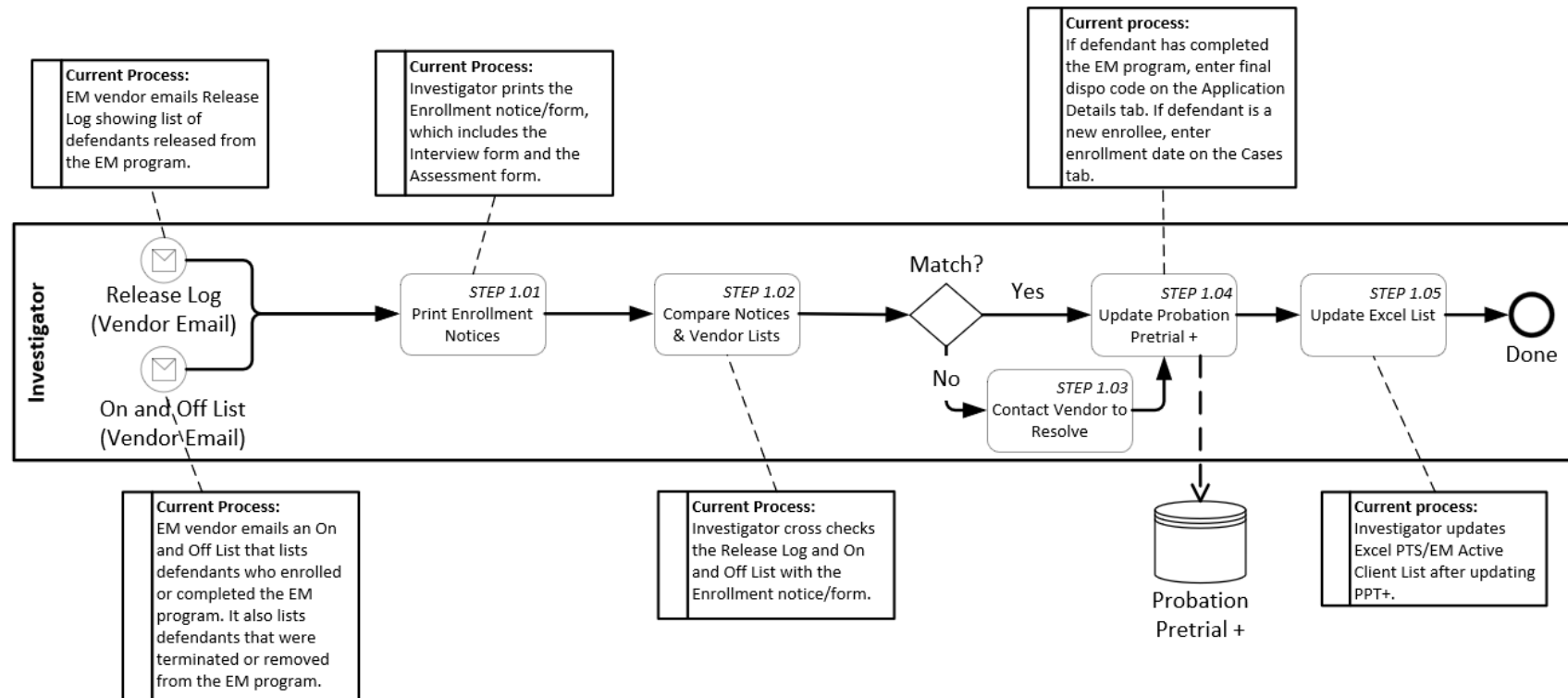


EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – INVESTIGATION (Non-SB10 Pilot Courthouses)

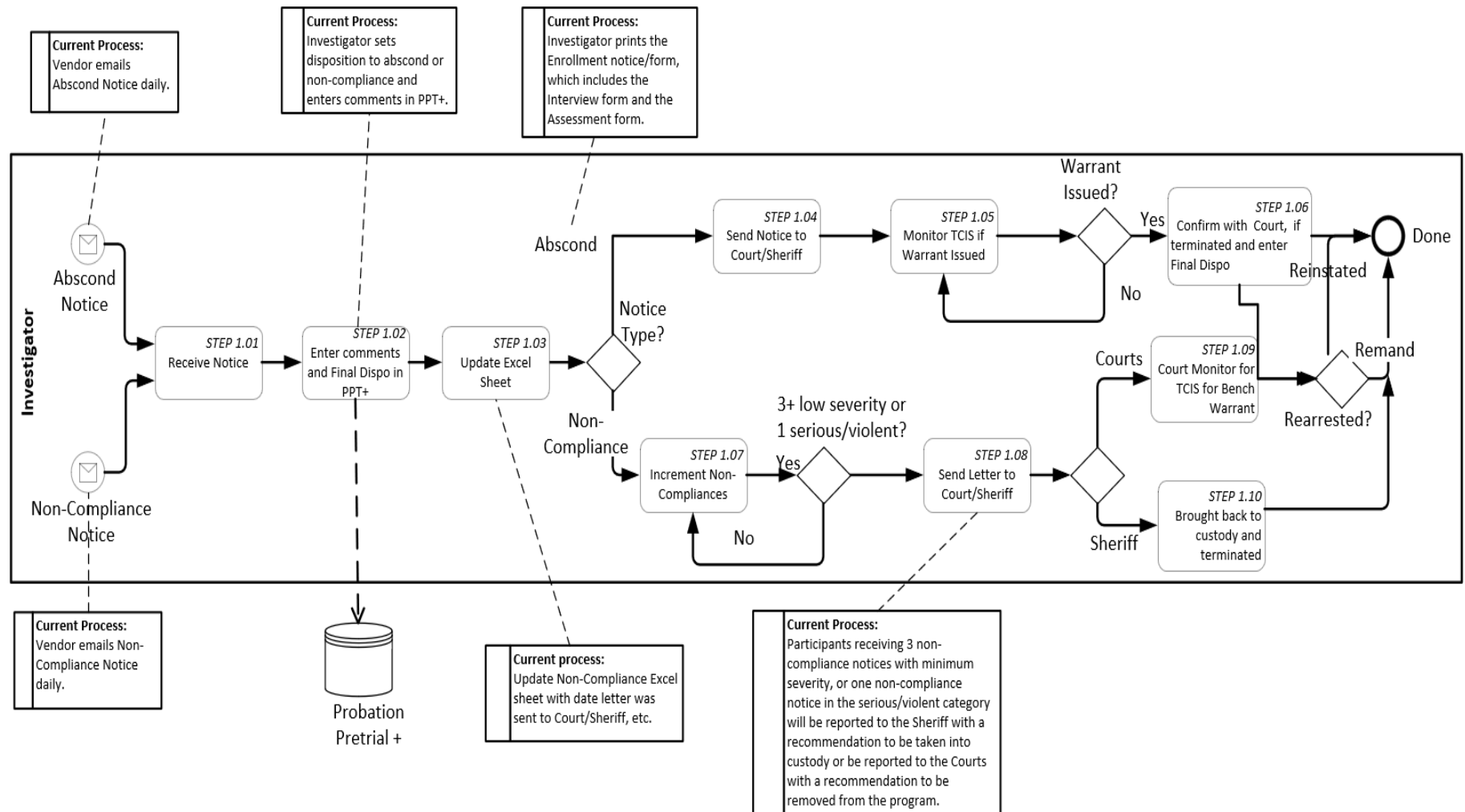


EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)

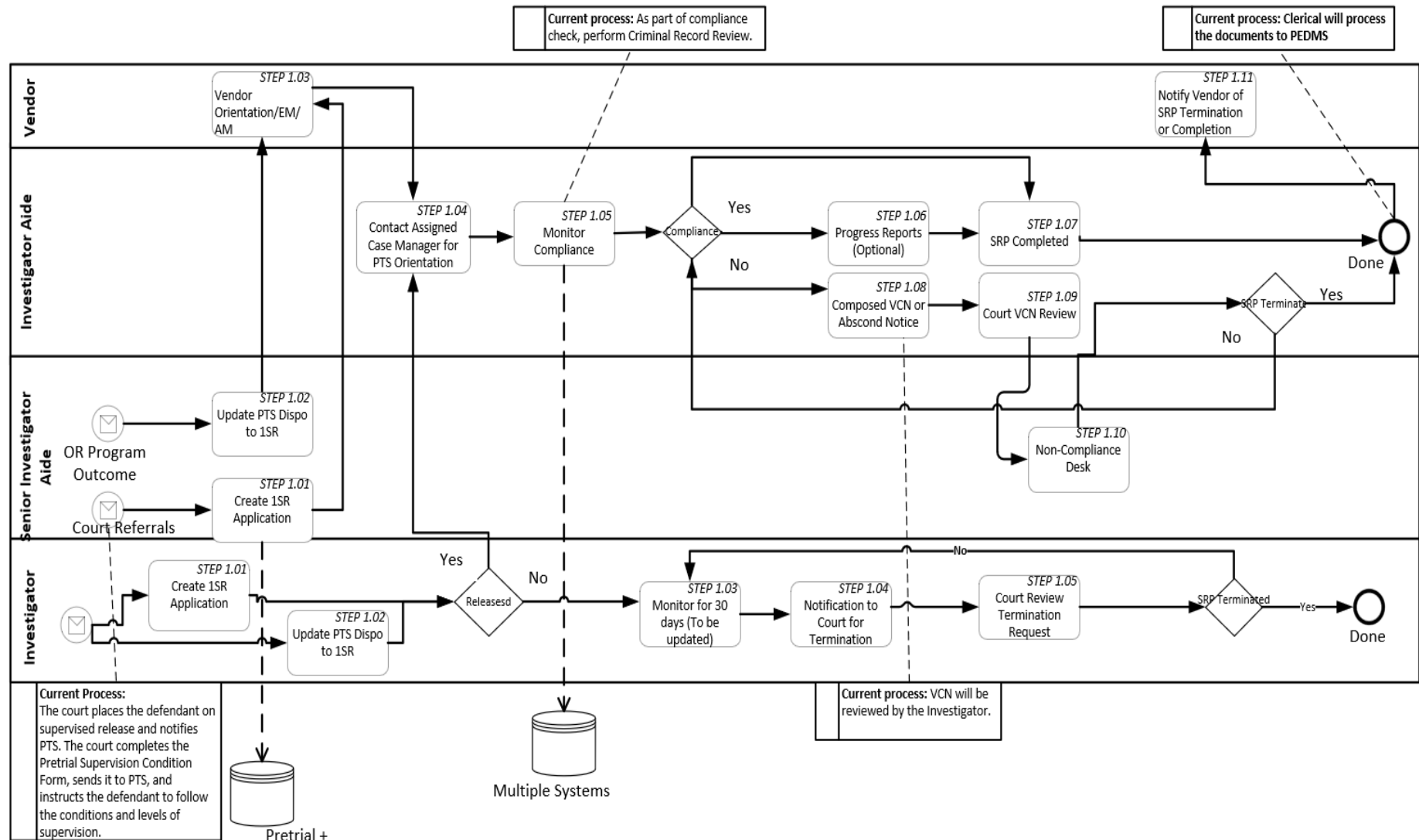
PRETRIAL: ALCOHOL AND ELECTRONIC MONITORING – FOLLOW UP (Non-SB10 Pilot Courthouses)



EXISTING WORKFLOWS – ALCOHOL AND ELECTRONIC MONITORING – ABSCOND & NON-COMPLIANCE FOLLOW UP (Non-SB10 Pilot Courthouses)



EXISTING WORKFLOWS – SRP- SUPERVISED RELEASE PROGRAM



LASD INTEGRATION REQUIREMENTS

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The County prefers any Interfaces to be specified through OpenAPI 3.0 and the contractor shall follow the Specifications for OpenAPI 3.0 along with the below requirements and others specified in Exhibit A.1. The direction of the data is one-way, i.e., from LASD to the PSAMS Solution via API. The PSAMS Solution integration with LASD must include error handling as per the OpenAPI 3.0 Specification.

- I. Booking API: This is a on demand API and will be triggered after the booking number is entered and the user selects and add defendant action as specified in Exhibit A.1, along with the below requirements.
 1. Contractor shall Interface with LASD and retrieve the data as specified in the table below.

Data Fields			
Field Name	Length	Type	Description
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_INMATE_MIDDLE_NAME	15	string	The arrested person's booked middle name
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BAD_INMATE_STREET_NO	10	string	The arrested person's numeric residential street address
BAD_INMATE_ADDR_STREET_NAME	25	string	The arrested person's residential street name
BAD_INMATE_ADDR_CITY	25	string	The arrested person's residential City
BAD_INMATE_ADDR_ST	2	string	The arrested person's residential State
BAD_INMATE_ADDR_ZIP	5	string	The arrested person's residential zip code

LASD INTEGRATION REQUIREMENTS

Data Fields			
Field Name	Length	Type	Description
BKG_DATE_OF_BIRTH	12	dateTime	The arrested person's date of birth
BKG_SEX	1	string	The arrested person's gender
BKG_HAIR (NO)	1	string	The arrested person's hair color
BKG_EYES (NO)	1	string	The arrested person's eyes color
BKG_HEIGHT (NO)	3	string	The arrested person's height
BKG_WEIGHT (NO)	3	string	The arrested person's weight
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DRIV_LIC_NO	8	string	The arrested person's driving license number
BKG_DRIV_LIC_ST	2	string	The arrested person's driving license issued State
BKG_CII_NO	8	string	The arrested person's state identifier number (CII is unique to CA and it is California Identification Index)
BKG_FBI_NO	9	string	The arrested person's Federal Bureau of Investigation number
BKG_BOOKING_NO	9	string	The arrested person's booking number
BAS_ARR_AGY	4	string	The arresting agency
BAS_ARR_DATE	12	dateTime	The arrested person's arrest date

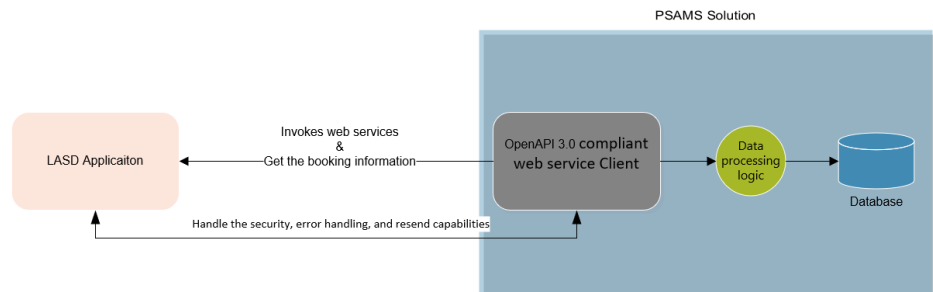
LASD INTEGRATION REQUIREMENTS

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Data Fields			
Field Name	Length	Type	Description
BAR_ARR_CHRG	25	string	The arrested person's primary charge
BAR_ARR_CHRG_LVL	1	string	The arrested person's charge level code
CHARGE_DESC	50	string	The arrested person's charge description

2. The arrest date should be newer or within five years of the on demand date, as specified in SR-146.

PSAMS SOLUTION LASD INTEGRATION API | PROCESS FLOW – HIGH LEVEL



- II. The LASD system will publish a New Arrest event. The New Arrest event will publish each arrest transaction and will include the California CII number and the LASD booking number as specified in the table below.

LASD INTEGRATION REQUIREMENTS

Field Name	Length	Type	Description
BKG_CII_NO	8	string	The arrested person's state identifier number
BKG_BOOKING_NO	9	string	The arrested person's booking number

PSAMS will have a listener API that will receive these data transactions.

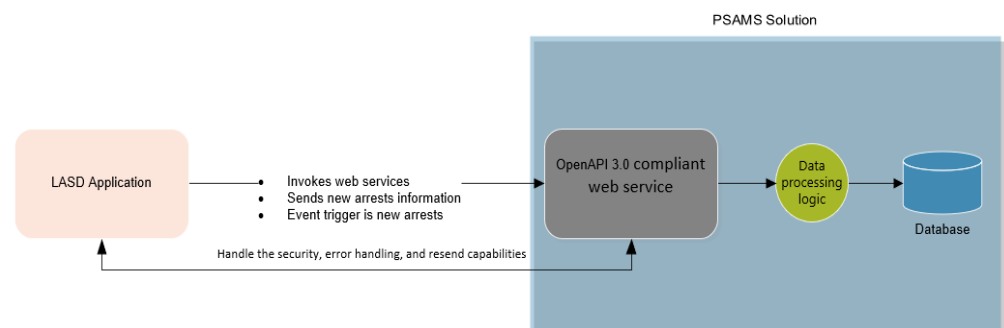
Upon receipt of the incoming transaction, PSAMS will check the CII and Booking Number against the following criteria:

1. CII matches an existing record in PSAMS.
2. Booking number is new; it does *not* match an existing record in PSAMS.
3. The existing record has a status of either Active or Failure to Appear.

If the incoming transaction matches an existing record as specified above, then the existing record is updated to record the additional Booking Number, and the record is flagged for action.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.

PSAMS SOLUTION LASD INTEGRATION API II PROCESS FLOW – HIGH LEVEL



LASD INTEGRATION REQUIREMENTS

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- III. The LASD system will publish a Fully Sentenced Inmate (FSI) event. Each transaction will include the data elements specified in the table below.

Field Name	Length	Type	Description
BKG_BOOKING_NO	9	string	The arrested person's booking number
BKG_INMATE_LAST_NAME	20	string	The arrested person's booked last name
BKG_INMATE_FIRST_NAME	15	string	The arrested person's booked first name
BKG_SEX	1	string	The arrested person's gender
BKG_RACE	1	string	The arrested person's ethnicity
BKG_DATE_OF_BIRTH	10	dateTime	The arrested person's date of birth in MM/DD/YYYY format
BKG-FAC	4	string	The arrested person's booking facility
BKG-MOD	4	string	The arrested person's module
CHARGE_NO	25	string	The arrested person's booking charge
BKG-RELEASE-DATE	10	dateTime	The arrested person's release date
BKG-SENTENCE-STAT	1	string	The arrested person's sentence status level
BKG-HOLD-FLAG	1	string	The arrested person's booking hold flag

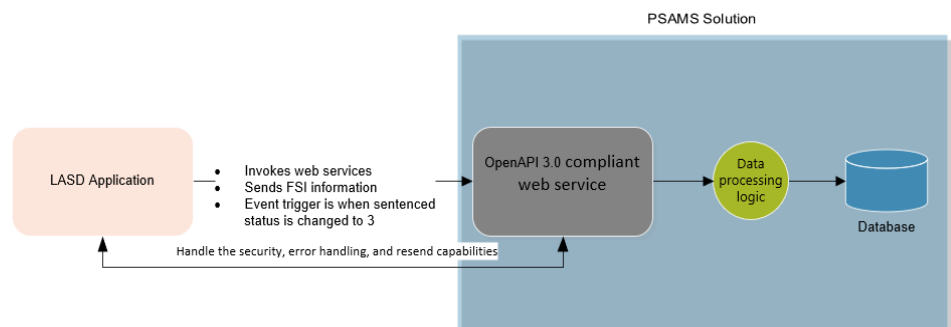
LASD INTEGRATION REQUIREMENTS

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Upon receipt of the incoming transaction, PSAMS will check if the sentenced status is a value of “3” and also if the release date is greater than today’s date plus the number of days in the Pretrial Services Bureau release threshold parameter (expressed in days). PSAMS will provide the ability to modify the threshold parameter as a system setting.

PSAMS places these records in a queue for the appropriate staff member to take action to resolve or assign the case.

PSAMS SOLUTION LASD INTEGRATION API III PROCESS FLOW – HIGH LEVEL



CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

1. Contractor shall Interface with the County's planned CJIS 2.0 API, if it is available during PSAMS Solution implementation to get the CJIS Charge Code Table data. Below are the CJIS Charge Code Table elements along with the sample data. The Contractor shall provide a service mechanism specified through OpenAPI 3.0 to receive all this information into PSAMS Solution.

Data Sample

	A	B	C	D	E	F	G	H	I	J	K
1	Code	Statute	Literal_Identifier	Degree	Level	Full_Description	Short_Description	Reduce_Flag	Violent_Flag	Classification_Code	BCS_Hierarchy_Code
2	PC	187(A)		1	F	MURDER - 1ST DEGREE	MURDER - 1ST DEGREE	N	Y	HO	1200
3	PC	187(A)		2	F	MURDER - 2ND DEGREE	MURDER - 2ND DEGREE	N	Y	HO	2300
4	PC	187(A)	1		F	MURDER	MURDER				0
5	PC	187(A)	2		F	MURDER OF HUMAN FETUS	MURDER OF HUMAN FETUS				0
6	PC	187(A)	3		F	MURDER- SPEC ALLEG FOR FINANCIAL GAIN	MURDER-FINANCIAL GAIN				0
7	PC	187(A)	4		F	MURDER-SPEC ALLEG OF PRIOR MURDER CONVICT	MURDER-PRI MURDER CONVICT				0
8	PC	187(A)	5		F	MURDER-SPEC ALLEG OF MULTIPLE MURDERS	MURDER-MULTIPLE MURDERS				0
9	PC	187(A)	6		F	MURDER-SPEC ALLEG BY DESTRUCTIVE DEVICE/BC	MURDER-BOMB/DEVICE/EXPLOS				0
10	PC	187(A)	7		F	MURDER-SEPC ALLEG TO AVOID ARREST OF DURIN	MURDER-AVOID ARREST/ESCAP				0
11	PC	187(A)	8		F	MURDER-SPEC ALLEG BY MAIL BOMB	MURDER-MAIL BOMB				0
12	PC	187(A)	9		F	MURDER-SPEC ALLEG OF A PEACE OFFICER ENGAG	MURDER-PEACE OFFICER				0
13	PC	187(A)	10		F	MURDER- SPEC ALLEG OF FERDERAL OFFICER ENG/	MURDER- FED OFFICER				0
14	PC	187(A)	11		F	MURDER- SPEC ALLEG OF FIREFIGHTER	MURDER- FIREFIGHTER				0
15	PC	187(A)	12		F	MURDER-TO PREVENT TESTIMONY	MURDER-PREVENT TESTIMONY				0
16	PC	187(A)	13		F	MURDER- SPEC ALLEG OF A PROSECUTOR	MURDER- PROSECUTOR				0
17	PC	187(A)	14		F	MURDER- SPEC ALLEG OF A JUDGE	MURDER-JUDGE				0
18	PC	187(A)	15		F	MURDER- SPEC ALLEG OF A PUBLIC OFFICIAL	MURDER-PUBLIC OFFICIAL				0
19	PC	187(A)	17		F	MURDER- SPEC ALLEG LF LYING IN WAIT	MURDER-LYING IN WAIT				0
20	PC	187(A)	18		F	MURDER-SPEC ALLEG DUE TO VICTIM'S RACE/RELI	MURDER-RACE/RELI/NAT/ORG				0
21	PC	187(A)	20		F	MURDER-SPEC ALLEG OF TORTURE	MURDER-TORTURE				0
22	PC	187(A)	21		F	MURDER- SPEC ALLEG OF POISONING	MURDER-POISONING				0
23	PC	187(A)	22		F	WILLFULL,DELIBERATE,PREMEDITATED ATTEMPT	ATTEMPTED MURDER				0

	L	M	N	O
1	Effective_Date	Expiration_Date	Expiration_Reason	Master_ID
2	1970-11-23	2099-12-31		3162
3	1970-11-23	2099-12-31		3165
4	1900-07-01	2099-12-31		10464
5	1900-07-01	2099-12-31		10476
6	1900-07-01	2099-12-31		10482
7	1900-07-01	2099-12-31		10483
8	1900-07-01	2099-12-31		10484
9	1900-07-01	2099-12-31		10485
10	1900-07-01	2099-12-31		11537
11	1900-07-01	2099-12-31		10488
12	1900-07-01	2099-12-31		10489
13	1900-07-01	2099-12-31		10465
14	1900-07-01	2099-12-31		10467
15	1900-07-01	2099-12-31		11536
16	1900-07-01	2099-12-31		10470
17	1900-07-01	2099-12-31		10431
18	1900-07-01	2099-12-31		10472
19	1900-07-01	2099-12-31		10473

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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Parameters & Schema	Type
PATH PARAMETERS id required	integer Matches the internal ID (primary key) of the charge code. Returns an array of zero (no match) or one (match) charge code.
HEADER PARAMETERS x-api-key required	string API key enforced by AWS API Gateway
REQUEST BODY SCHEMA: application/json	
code required	string <= 2 characters
statute required	string <= 18 characters
literal_id	string <= 3 characters Three-character description of specifics associated with the same charge; e.g. COC for Cocaine, PCP for Phencyclidine
degree	string <= 1 characters Identifies the degree of a specific charge. There are only two types of degree, 1 and 2 . Only associated with three charges - burglary, robbery and murder.
offense_level required	string <= 1 characters Enum: "F" "M" "I" "O" "J" Identifies F - felony, M - misdemeanor, I - infraction, O - other, J - juvenile
full_description required	string <= 60 characters
short_description	string <= 25 characters
classification_code	string <= 2 characters Identifies type of charge; e.g. HO - Homicide, RO - Robbery. Originally created based on BCS code groups.
violent_flag	string <= 1 characters Enum: "Y" "N"

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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Parameters & Schema	Type
	Whether charge is classified as a violent offense.
reduce_flag	string <= 1 characters Enum: "Y" "N" Whether a felony charge is reducible to a misdemeanor.
bcs_hierarchy	integer <= 6 characters Originally obtained from BCS code listing and pertains to the seriousness of the offense. Lower numbers are more serious.
eff_date	string <= 10 characters Effective date
exp_date	string <= 10 characters Expiration date; often used to designate a charge as invalid.
reason	string <= 40 characters Reason for expiring a charge

Charge Code API & Schema

```

openapi: 3.0.2
info:
  version: 1.0.0
  title: Charge Code API
  description: API for reading, adding, and updating CJIS charge
codes
servers:
  - url: "http://localhost:6010/api"
    description: "Local workstation, no API Gateway"
  - url: "https://api-dev.codes.lacounty-isab.org/api/v1"
    description: Development environment
  - url: "https://api-test.codes.lacounty-isab.org/api/v1"
    description: Test environment
  - url: "https://api.codes.lacounty-isab.org/api/v1"
    description: Production environment
paths:
  '/ChargeCode/{id}':
    get:
      summary: Get charge by id
      description: Query a single charge code by ID.
      parameters:
        - name: id

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

```

    in: path
    description: >-
        Matches the internal ID (primary key) of the charge
code.
    Returns an array of zero (no match) or one (match)
charge code.
    required: true
    schema:
        type: integer
    - $ref: "#/components/parameters/x-api-key"
    responses:
        '200':
            $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode/{code}/{statute}':
    get:
        summary: Get charges by code and statute
        description: Match charges with code and statutes that begin
with provided value.
        parameters:
            - name: code
              in: path
              description: Matches the two character code
              required: true
              schema:
                  type: string
            - name: statute
              in: path
              description: Matches the beginning of the statue.
              required: true
              schema:
                  type: string
            - $ref: "#/components/parameters/x-api-key"
        responses:
            '200':
                $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode/{code}/{statute}/{level}':
    get:
        summary: Get charges by code, statute, and level
        description: Match charges with code and statutes that begin
with provided value.
        parameters:
            - name: code
              in: path
              description: Matches the two character code exactly
              required: true
              schema:
                  type: string
            - name: statute
              in: path

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

    description: Matches the beginning of the statue.
    required: true
    schema:
      type: string
  - name: level
    in: path
    description: Matches the charge level exactly
    required: true
    schema:
      type: string
  - $ref: "#/components/parameters/x-api-key"
responses:
  '200':
    $ref: "#/components/responses/ChargeCodeList"
'/ChargeCode':
  get:
    summary: Get all charge codes
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    responses:
      "200":
        $ref: "#/components/responses/ChargeCodeList"
  post:
    summary: Create a charge code
    description: Adds a new CJIS charge code
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    requestBody:
      description: New charge code without id
      content:
        application/json:
          schema:
            $ref: "#/components/schemas/NewChargeCode"
    responses:
      "200":
        description: ID of created charge code
        content:
          application/json:
            schema:
              type: object
              properties:
                insertId:
                  type: integer
            example:
              insertId: 4325
      "400":
        $ref: "#/components/responses/InvalidRequest"
      "403":
        $ref: "#/components/responses/Unauthorized"

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

```

    "500":
      $ref: "#/components/responses/DatabaseError"
    security:
      - cjis-auth: []
  patch:
    summary: Update a charge code
    description: Update an existing charge code
    parameters:
      - $ref: "#/components/parameters/x-api-key"
    requestBody:
      description: Updated charge code with id
      content:
        application/json:
          schema:
            $ref: "#/components/schemas/ChargeCode"
    responses:
      '200':
        description: 200 number of changed rows
        content:
          application/json:
            schema:
              type: object
              properties:
                changedRows:
                  type: integer
            example:
              changedRows: 1
      '400':
        $ref: "#/components/responses/InvalidRequest"
      '403':
        $ref: "#/components/responses/Unauthorized"
      '500':
        $ref: "#/components/responses/DatabaseError"
    security:
      - cjis-auth: []
  components:
    schemas:
      NewChargeCode:
        type: object
        required:
          - code
          - statute
          - offense_level
          - full_description
          - template_id
        properties:
          code:
            type: string
            maxLength: 2

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

statute:
  type: string
  maxLength: 18
literal_id:
  type: string
  maxLength: 3
  description: >-
    Three-character description of specifics associated
with
    the same charge; e.g. `COC` for Cocaine,
    `PCP` for Phencyclidine
degree:
  type: string
  maxLength: 1
  description: >-
    Identifies the degree of a specific charge.
    There are only two types of degree, `1` and `2`. Only
    associated with three charges - burglary, robbery and
murder.
offense_level:
  type: string
  maxLength: 1
  description: >-
    Identifies `F` - felony, `M` - misdemeanor, `I` -
infracton,
    `O` - other, `J` - juvenile
enum:
  - F
  - M
  - I
  - O
  - J
full_description:
  type: string
  maxLength: 60
short_description:
  type: string
  maxLength: 25
classification_code:
  type: string
  maxLength: 2
  description: >-
    Identifies type of charge; e.g. `HO` - Homicide, `RO` -
Robbery.
    Originally created based on BCS code groups.
bcs_class_code:
  type: string
  maxLength: 3
  description: >-

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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Numeric BCS code assigned by the state to group charges

by type

of offense.

reduce_flag:

type: string

maxLength: 1

description: >-

Whether a felony charge is reducible to a misdemeanor.

enum:

- Y
- N

violent_flag:

type: string

maxLength: 1

description: >-

Whether charge is classified as a violent offense.

enum:

- Y
- N

register_flag:

type: string

maxLength: 1

description: >-

Whether charge requires subject to register. Three

types of

registration are arson, narcotics and sex. `C` was

later added

for conditional registration.

enum:

- Y
- N
- C

destruct_flag:

type: string

maxLength: 1

description: >-

Whether HS code violations require an agency to destroy

records

after a certain date. Data comes from APS.

enum:

- Y
- N

reporting_district:

type: string

maxLength: 2

description: >-

Abbreviation of state agency receiving reportable data.

Data for

this field originally obtained from MCI.

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

bail_amount:
  type: string
  maxLength: 9
  description: >-
    Originally obtained from bail schedules developed by
Municipal
    and Superior courts.
bcs_hierarchy:
  type: integer
  maxLength: 6
  description: >-
    Originally obtained from BCS code listing and pertains
to the
    seriousness of the offense. Lower numbers are more
serious.
eff_date:
  type: string
  maxLength: 10
  description: Effective date
exp_date:
  type: string
  maxLength: 10
  description: Expiration date; often used to designate a
charge as invalid.
reason:
  type: string
  maxLength: 40
  description: Reason for expiring a charge
composite_key:
  type: string
  maxLength: 33
  description: |
    A concatenation of six fields used to enforce uniqueness
of entries
    within ADABAS table `32757`.
    * `code` - 2 characters
    * `statute` - 18 characters
    * `literal_id` - 3 characters
    * `degree` - 1 character
    * `offense_level` - 1 character
    * `exp_date` - 8 characters
alt_composite_key:
  type: string
  maxLength: 33
  description: Same as `alt_composite_key`
state_cjis_code:
  type: string
  maxLength: 7
  description: Requested by CCHRS in 2002

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

```

    custody_code:
      type: string
      maxLength: 1
      description: Requested by APS in 1991
    sentence_range:
      type: string
      maxLength: 12
      description: Requested by ACTS and DIMS in 1991
    template_id:
      type: integer
      format: int32
      minimum: 0
      description: Used as primary key by original ADABAS
`32757` table
  ChargeCode:
    allOf:
      - $ref: "#/components/schemas/NewChargeCode"
      - type: object
        required:
          - id
        properties:
          id:
            type: integer
          last_updated:
            type: string
            maxLength: 10
  responses:
    ChargeCodeList:
      description: A list of charge codes
      headers:
        x-amzn-RequestId:
          $ref: "#/components/headers/x-amzn-RequestId"
      content:
        application/json:
          schema:
            type: array
            items:
              $ref: "#/components/schemas/ChargeCode"
          example:
            - id: 2309
              code: PC
              statute: 12220(A)
              literal_id: ""
              degree: ""
              offense_level: M
              full_description: POSSESS/TRANSPORT MACHINEGUN
              short_description: WEAPONS VIOLATION
              classification_code: WE
              bcs_class_code: "846"

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

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```

        reduce_flag: ""
        violent_flag: ""
        eff_date: "1991-01-01"
        exp_date: "2011-12-31"
        reason: REPEALED - SEE PC32625
        template_id: 2309
InvalidRequest:
  description: Not authorized; return unauthorized fields
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: array
        minLength: 1
        items:
          type: string
Unauthorized:
  description: Not authorized; return reason
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-requestid:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          reason:
            type: string
        example:
          - reason: Unauthorized fields
DatabaseError:
  description: Server error
  headers:
    x-amzn-RequestId:
      $ref: "#/components/headers/x-amzn-RequestId"
    x-cjisapi-RequestId:
      $ref: "#/components/headers/x-cjisapi-RequestId"
  content:
    application/json:
      schema:
        type: object
        properties:
          code:

```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

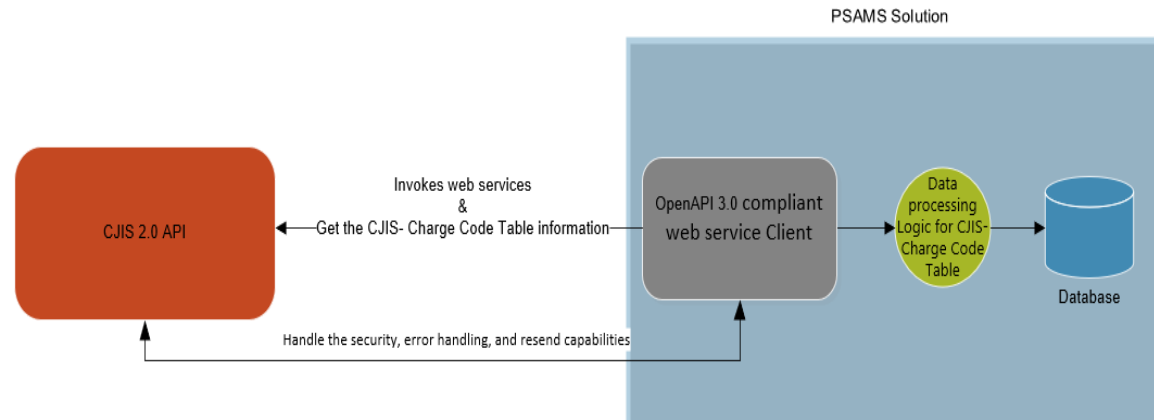
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```
        type: integer
      errno:
        type: integer
      sqlMessage:
        type: string
parameters:
  x-api-key:
    name: x-api-key
    in: header
    description: API key enforced by AWS API Gateway
    schema:
      type: string
    required: true
headers:
  x-amzn-RequestId:
    description: "Logged in AWS API Gateway CloudWatch; formatted
as UUID"
    schema:
      type: string
  x-cjisapi-RequestId:
    description: Audit log reference formatted as UUID
    schema:
      type: string
securitySchemes:
  cjis-auth:
    type: http
    scheme: bearer
    bearerFormat: JWT
```

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Page 13 of 14

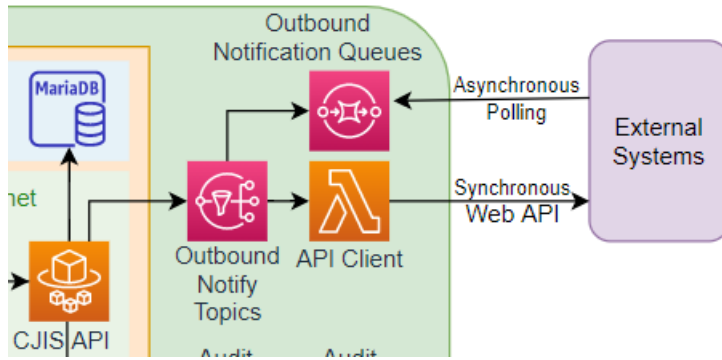
PSAMS SOLUTION CJIS – CHARGE CODE DATA INTEGRATION PROCESS FLOW – HIGH LEVEL



2. The PSAMS solution charge code table shall be automatically updated whenever there are updates to the CJIS Charge Code Table.
3. In the event that County's planned CJIS 2.0 API is not available during the implementation of PSAMS Solution, the contractor shall provide an administrative interface in PSAMS Solution, to update the CJIS Charge Code Table. Any emergency updates shall be done manually by the PTS system administrator as needed.
4. The PSAMS Solution integration with CJIS Charge Code Table must include error handling as per the OpenAPI 3.0 Specification.
5. The PSAMS solution should choose either of the below methods to get the latest information, whenever there are updated to CJIS tables.
 - a) **synchronous** – the subscriber hosts a service that the notification framework calls.
 - b) **asynchronous** – the subscriber polls a queue holding the notification

CJIS- CHARGE CODE DATA INTEGRATION REQUIREMENTS

Synchronous & Asynchronous Methods



PSAMS DATA ELEMENTS

Exhibit A.20

Page 1 of 2

Data Element	UI Location	Description
Duration	Address, Income	Editable data without system calculation
Record Source	Criminal History	Criminal justice system record source and it is an LOV
Primary Charge	Criminal History	Look up value and editable data
Application ID	Application	Unique ID for the arrest event
Application Date/Time Stamp	Application	Application created date & time
Arrest date & time	Application	Defendant's arrest date & time
Custody Status	Application	Defendant's custody status "I" or "R or "S" and it is an LOV
Booking #	Application	Defendant's booking number
Booked Name	Application	Defendant's booked name- Lastname middle name firstname
Booked Date/Time	Application	Defendant's booked date/time
Arrested Agency	Application	Agency making the arrest. It is an LOV
Jail Location	Application	It is an LOV
Defendant Interviewer	Application	Employee who conducts the interview. It is an LOV (Employee ID or #)
Criminal Record Check	Application	Employee who conducts criminal record check. It is an LOV (Employee ID or #)
Criminal Record Entry	Application	Employee who entered the criminal record. It is an LOV (Employee ID or #)
Linguist	Application	Employee who assists in contacting the defendant's reference usnig bilingual skills. It is an LOV (Employee ID or #)
File Status	Application	It is an LOV ("A", "F", "I")

PSAMS DATA ELEMENTS**Exhibit A.20**

Page 2 of 2

Data Element	UI Location	Description
Investigations Type	Investigations	It is an LOV ("OR","Drug Court","EM")
Investigations Source	Investigations	It is an LOV
Investigation Date/Time Stamp	Investigations	Investigation created date & time
Case #	Investigations	Court Case #, 14 (YYLLCC#####-##)
Case Name	Investigations	Case name - Lastname middle name firstname
Court Order Date	Investigations	The date that the court ordered the report
Assigning Employee	Investigations	Employee who assigned the investigation to an employee
Assigned Date/Time Stamp	Investigations	Date & time the investigation was assigned to an employee
Investigation Disposition Code	Investigations	Court's release decision.It is an LOV
Court Report Date	Investigations	Court report review date
Court Report Location	Investigations	Court report reviewing location and department and it is an LOV
Court Report Hearing	Investigations	Court report review hearing type (AR, BR, PH...etc) and it is an LOV
Completion Date/Time Stamp	Investigations	The date/time the investigation is complete

TABLES FOR MIGRATION – Phase I

PPT+ (Probation Pretrial Plus) Note: Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.		
TableName	RowCount(Last 10yrs)	# of Fields & Comments
[dbo].[arrest]	806,821	34, contains Criminal History
[dbo].[appear]	445,351	30
[dbo].[charge]	441,970	36
[dbo].[assess]	434,227	93
[dbo].[cases]	433,080	35
[dbo].[incident]	427,647	47
[dbo].[defendant]	541,506	53, need all the records in the system, as we need all the defendant's info. Records count showing is for all defendants
[dbo].[employ]	35,753	51
[dbo].[contact]	14,729	43
[dbo].[supervision]	14,241	104
[dbo].[crelease]	13,895	13
[dbo].[users]	Around 170	31, bring only active users
[dbo].[lkulanguage] [dbo].[lookuptypes] [dbo].[lkurelationships]		Tyler need to analyze and see, if these look up tables are required to migrate.

Tables Description

PPT+ (Probation Pretrial Plus) Table Names	Description
[dbo].[arrest]	Criminal arrest history table
[dbo].[appear]	Defendant's court appearance table
[dbo].[charge]	Defendant's charge(s) per case
[dbo].[assess]	Individual program assessments
[dbo].[cases]	Defendant's case(s) for each arrest
[dbo].[incident]	The Defendant's arrest event information
[dbo].[defendant]	Defedanat's unique information (Ex: Gender, Ethnicity,CII, fingerprint, DNA, and FBI ..etc)

TABLES FOR MIGRATION – Phase I

Page 2 of 2

[dbo].[employ]	Defendant's financial support history
[dbo].[contact]	Defendant's contact's and references information
[dbo].[supervision]	Defendant's supervision file information
[dbo].[crelease]	Defendant's release information
[dbo].[users]	Probation Pretrial Plus authorized users to use the system
CJIS Tables	
CJIS ARREST AGENCY	Arresting Agency look up value
CJIS CHARGE CODE	Criminal charge look up value
CJIS COURT DEPT/DIV	Court Room look up value
CJIS COURT DISTRICT	Court house look up value
CJIS DEGREE	Criminal charge code degree value
CJIS LANGUAGE CODES	Various native language codes look values
CJIS LITERAL IDENTIFIER	Criminal charge literal decriptive charge look values
CJIS SEX CODES	Gender look up codes
CJIS STATE/COUNTRY	State and Country look up codes
CJIS STREET DIR CODES	Street directions look up codes
CJIS STREET TYPES	Various street types look up codes
CJIS RACE CODES	Ethnicity look up codes

TABLES FOR MIGRATION – Phase II

Pretrial +/-ORMS Note: Only current fiscal + last 3 fiscal years data will be migrated not 10 yrs.

ADABAS Files	RowCount(Last 10yrs)	# of Fields
OR-CRT-CONDITIONS	696	14
OR-CASE-FILINGS	952,361	10
OR-FTA-CHRONO	79	12
OR-CURR-ARRESTS	455,161	14
OR-CRT-ACTIVITY	99,983	18
OR-CRMNL-BASEREC	886,858	20
OR-CRMNL- RPTREC	1,773,716	22
OR-DEFENDANTS	299,171	29
OR-INVESTIGATION	166,272	62
OR-APPLICATIONS	457,671	106
OR Tables		
OR ADDRESS VAL FLAG TBL	8	2
OR APPL TYPE	5	2
OR CUSTODY STATUS	4	2
OR FILE STATUS TABLE	5	2
OR FTA STATUS	3	2
OR JAIL LOCATION TABLE	98	9
OR RACE CODES	20	2
OR-TBL-CCAT-RISK-LEVELS	5	2
OR-TBL-CRT-CONDITIONS	8	2
OR-TBL-HGH-PRFL-CODE	6	2
OR-2001-ATBL-RECOM-CD	84	4
OR-2002-ATBL-CRT-DISP	54	12
OR-2003-ATBL-TEL-CNTCT	15	3
OR-2004-ATBL-CRT-ACTY	14	3
OR-2005-ATBL-FNL-DISP	16	3
OR-2006-ATBL-PTS-STAFF	84	9

TABLES FOR MIGRATION – Phase II

OR-2007-ATBL-PTS-BRNCH	29	16
OR-2015-ATBL-RECOM-RSN	59	2
PHONE NO CLASSIFICATION	6	2
PT CRIME RECORD SOURCE	26	5
CJIS Tables		
CJIS ARREST AGENCY	1,641	25
CJIS CHARGE CODE	10,979	25
CJIS COURT DEPT/DIV	1,389	21
CJIS COURT DISTRICT	75	22
CJIS DEGREE	3	2
CJIS LANGUAGE CODES	173	2
CJIS LITERAL IDENTIFIER	99	2
CJIS SEX CODES	5	2
CJIS STATE/COUNTRY	328	4
CJIS STREET DIR CODES	8	2
CJIS STREET TYPES	39	4
PSCR		
Tables Names	RowCount	# of Fields
dbo.Application	14,330	18
dbo.CcatRisk	14,330	41
dbo.Interview	14,330	66
dbo.InvestigativeCourtReport	14,330	23

26 look up tables for PSCR with each of them having 2 or 3 fields

Tables Description

Pretrial +/-ORMS	
ADABAS Files	
OR-CRT-CONDITIONS	Defendant's court conditions
OR-CASE-FILINGS	Defendant's case information
OR-FTA-CHRONO	Individual comments

TABLES FOR MIGRATION – Phase II

OR-CURR-ARRESTS	Arrested information
OR-CRT-ACTIVITY	Court activity monitoring of released defendants
OR-CRMNL-BASEREC	Criminal history base file
OR-CRMNL- RPTREC	Criminal history detail file
OR-DEFENDANTS	Defendant's unique information (Ex: Gender, Ethnicity,CII, fingerprint, DNA, and FBI ..etc)
OR-INVESTIGATION	Defendant's former application record
OR-APPLICATIONS	Defendant's current application record
OR Tables	
OR ADDRESS VAL FLAG TBL	Pitney-bowes address validation table
OR APPL TYPE	Application type codes
OR CUSTODY STATUS	Defendant's custody status
OR FILE STATUS TABLE	Application filing (Activity status)
OR FTA STATUS	Application failure to appear status
OR JAIL LOCATION TABLE	Defendant's jail location in L.A County
OR-TBL-CCAT-RISK-LEVELS	Criminal Court Assessment tool risk levels
OR-TBL-CRT-CONDITIONS	Court conditions look up values
OR-TBL-HGH-PRFL-CODE	High profile look up values
OR-2001-ATBL-RECOM-CD	PTS disposition look up values
OR-2002-ATBL-CRT-DISP	Court disposition look up values
OR-2003-ATBL-TEL-CNTCT	Defendant's court telephone notification look up values
OR-2004-ATBL-CRT-ACTY	Defendant's court hearing type look up values
OR-2005-ATBL-FNL-DISP	Defendant's final disposition look up values
OR-2006-ATBL-PTS-STAFF	PTS authorized users (active & inactive) to use the system
OR-2007-ATBL-PTS-BRNCH	PTS office location look up values

TABLES FOR MIGRATION – Phase II

OR-2015-ATBL-RECOM-RSN	PTS disposition reason look up values
PHONE NO CLASSIFICATION	Defendant's phone number type
PT CRIME RECORD SOURCE	Criminal record source look up value
PSCRPT Tables	
dbo.Application	Defendant's application and case information
dbo.CcatRisk	Ccat criminal record values
dbo.Interview	Ccat defendant interview information
dbo.InvestigativeCourtReport	Court report values and comments

ORMS PROFILES

ORMS Screen/Report Profiles																			
Screen/Rpt	Functionality	OREXURS	OREXURS1	OREXURS2	ORCLERK1	ORCLERK2	ORCLERK3	OROAI DE (BD)	OROAI DE (OR)	CAMU SER	EMCM GR	PMCM GR	ORSAI DE (BD)	ORSAI DE (OR)	ORSAI DE (PM)	OROIN VR (OR)	OROIN VR (PM)	ORSIN VR	ORMA STR
AIN1	Inquiry	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X
AUPD	Add (BD)							X	X				X			X		X	X
	Add (OR)				X	X	X		X					X		X		X	X
	Update (BD)												X					X	X
	Update (OR)									X				X		X		X	X
	Delete																		X
CAMI	Inquiry				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CAMU	Add									X					X			X	X
	Update									X	X	X			X		X	X	X
	Delete																		X
CSLM	Search														X			X	X
	View										X	X			X		X	X	X
UCLM	Assign														X			X	X
PTSC	Add				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
	Update												X	X	X			X	X
	Delete												X	X	X			X	X
RIPI	Search												X	X				X	X
	View							X					X	X		X		X	X
BDUP	Update												X					X	X
CREC	Add							X	X				X	X	X	X	X	X	X
	Update							X	X				X	X	X	X	X	X	X
	Delete							X	X				X	X	X	X	X	X	X
ACCL Report	Print												X	X	X			X	X
MDCL Report	Print				X	X	X			X			X	X	X			X	X
PMCM	Add										X	X	X	X	X			X	X
	Delete												X	X	X			X	X

Screen/Rpt	Screen/Rpt Name	Profile	Description
AIN1	Application Inquiry and Response	ORCLERK1	Clerical Line Staff
AUPD	Application Update	ORCLERK2	Clerical Supervisor
CAMI	Court Activity Monitoring Inquiry	ORCLERK3	Secretary

ORMS PROFILES

Page 2 of 2

CAMU	Court Activity Monitoring Update	OROAIDE	Investigative Assistant Line Staff
CSLM	Caseload Management	ORSAIDE	Investigative Shift Leader
UCLM	Unassigned Caseload Management	OROINVR	Investigator Line Staff
PTSC	PTS Tracking Chrono	ORSINVR	Investigative Supervisor
RIPI	In-Progress Investigation	ORMASTR	System Administrator
CREC	Maintain Criminal Record	PMCMGR	Pretrial Monitoring Manager
ACCL Report	Active Caseload Counts List Report	OREXURS	External User - Basic
MDCL Report	Missing Disposition Codes List Report	OREXURS1	External User – Probation Line Staff
PMCM	Pretrial Monitoring Conditions	OREXURS2	External User – Probation Supervisor
		CAMUSER	Clerical Line Staff

DELIVERABLE ACCEPTANCE FORM**Exhibit A.24** Page 1

DELIVERABLE ACCEPTANCE FORM		TRANSMITTAL DATE
(Contractor Name and Address) Tyler Technologies, Inc. 5101 Tennyson Pkwy, Plano, TX 75024		AGREEMENT NAME Pretrial Services Assessment and Monitoring System and Related Services
		COUNTY CONTRACT NUMBER
FROM: Contractor Project Director Name: _____ _____ (Signature Required)	TO: County Project Director Name: _____ Cc: _____ County's Project Manager	
<p>Contractor hereby certifies to County that as of the date of this Deliverable Acceptance Form, it has satisfied all conditions precedent in the above Agreement (including the Exhibits and Attachments thereto and any executed Change Orders or Amendments) to the completion of the Work described below, including satisfaction of all completion criteria applicable to such Work (including obtaining County's approval of any other Work which is a prerequisite to obtaining County's approval of the Work described below). Contractor further represents and warrants that the Work described below has been completed in accordance with the Agreement, including the Exhibits and Attachments thereto and any executed Change Orders and Amendments. County's approval and signature constitutes an acceptance of the Work described below. Capitalized terms used in this Deliverable Acceptance Form without definition have the meanings given to such terms in the Agreement.</p>		
TASK DESCRIPTION	DELIVERABLE DESCRIPTION	OTHER WORK DESCRIPTION
Comments: 		
Attached hereto is a copy of all supporting documentation required pursuant to the Agreement, including the Exhibits and Attachments thereto, and any executed Change Orders and Amendments, and including any additional documentation reasonably requested by County.		
COUNTY <input type="checkbox"/> APPROVAL OR <input type="checkbox"/> DISAPPROVAL IF DISAPPROVAL, CORRECTIVE ACTION REQUIRED: _____ _____ _____ NAME: _____ TITLE: County Project Director SIGNATURE: _____ DATE: _____		

Change Order Form

Exhibit A.25

Page 1 of 2

CHANGE ORDER

Pretrial Services and Monitoring System and Related Services

County Contract Number:

Change Order Title :

Type of Optional Work

Check all that apply

☐ New Software ☐ Professional Services

☐ Other (specify):

Reason for Change

Brief statement of why the change is needed:

Description of Change – Include Requirements, Scope of Work, and Timeline as Appropriate

Brief description of change:

Attached (check all that apply):

☐ Detailed Scope of Work (including tasks, Deliverables, prerequisites and dependencies, and, if applicable, Acceptance Tests)

☐ System Requirements

☐ Third-Party Products

☐ Timeline

☐ Other (specify)

Payment Schedule

Payment Schedule, with Holdbacks, if applicable, as required by Paragraph 7.3.3 of the Agreement.

Pool Dollars Tracking

Pool Dollars Available

Pool Dollars – This Change Order

Pool Dollars Remaining after this Change Order

Change Order Approval

This Change Order is effective as of the latest date indicated below. It is a Change Order under, and subject to the terms and conditions of, the above-referenced Agreement.

For Tyler Technologies

Name / Title

Signature:

Date:

CHANGE ORDER		
<i>Pretrial Services and Monitoring System and Related Services</i>		<i>County Contract Number:</i>
<i>Change Order Title :</i>		
<i>For County Name / Title</i>		
<i>Signature:</i>		<i>Date:</i>

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
AB109	Assembly Bill 109 – transfers responsibility for supervising certain kinds of felony offenders and state prison parolees from state prisons and state parole agents to county jails and probation officers.
AJIS	County's Automated Jail Information System
RAJIS	County's Replicated automated Jail Information System
LASD	Los Angeles Sheriff's Department
APS	County's Adult Probation System – mainframe-based case management system.
AUA	Agreement for Acceptable Use and Confidentiality of County Information Assets
BD	Bail Deviation
CCHRS	County's Consolidated Criminal History Reporting System
CAM	Continued on alcohol monitoring (Look up values for Court disposition)
CEM	Continued on electronic monitoring (Look up values for Court disposition)
CORI	Criminal Offender Record Information
CJC	Criminal Justice Center (Clara fault center.....)
CJIS	Criminal Justice Information Services
CPM	Continued on pretrial monitoring (Look up values for Court disposition)
DCAD	Defendant Comprehensive Assessment Data screen in APS
DCID	Defendant Chrono Information Data screen in APS

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
DISPO	Disposition codes
DIBS	Digital Imaging bar code
DPO	Deputy Probation Officer
DRAD	Defendant Risk Assessment Data model in APS
EDP	Early Disposition Program
eJudge	County's Electronic Judge – Electronic version of the Probable Cause Declaration
EM	Electronic Monitoring
FTA	Failure to Appear
ISB	Information Systems Bureau
JDIC	Justice Data Interface Controller System
OR	Own Recognizance
ORMS	County's Own Recognizance Management System
PEDMS	Probation Enterprise Document Management System is a web-based application that manages Probation Court Reports for both adult and juvenile cases. PEDMS also provides document storage libraries to meet the needs of business operations.
PPT+	County's vendor managed, Probation Pretrial + (PC based system used by Drug Court, EDP, EM, Name Change, and Static-99 programs)

ABBREVIATIONS AND ACRONYMS

TERM	DEFINITION
PT+	County's Pretrial + is a mainframe-based system used by BD and OR programs. Formerly known as ORMS.
PTS	Pretrial Services
ROPI	Report of Pretrial Investigation
SDPO	Supervising Deputy Probation Officer
TCIS	County's Trial Court Information System
PTS	Pretrial Services
PAS	Pretrial Assessment Services
PSCR	County's Pretrial Services Court Report Portal
ROR	Reinstated on own recognizance release
RRU	Record Running Unit

THIRD PARTY PRODUCTS

The following Third Party Product is being provided by Contractor as part of the PSAMS Solution.

Name	Vendor	Purpose
Dynamic Web Twain	Dynamsoft	To directly import files from a scanner

MINIMUM SYSTEM REQUIREMENTS

PAGE 1 OF 2

This document lists the minimum system requirements for the County Environment. These minimum system requirements may be amended from time to time in accordance with Paragraph 3.5 (Minimum System Requirements) of the Agreement and Section I.D of Exhibit K (Service Level Requirements) to Exhibit A (Statement of Work).

1. End User Hardware

The following are the minimum requirements for end user hardware.

Item	Minimum
Processor	2 GHz Processor
Memory	2 GB RAM
Available hard drive space	2 GB
Video	1280 x 720 Resolution

2. End User Software

The following are the software products normally installed by County on PC workstations or laptops and the minimum software requirements for the PSAMS Solution.

- a. The PC workstation or laptop includes software installed as part of the Los Angeles County Department of Probation standard PC image. County reserves the right to change this software as necessary. Additionally, County reserves the right to run other necessary security and PC management software.

Standard County Software on all PCs or laptops

1. Windows 10 Enterprise 64-bit
2. Adobe Acrobat DC
3. Adobe Acrobat Reader DC
4. Cisco AMP for Endpoints Connector
5. Google Chrome
6. Java 8 Update 261
7. Local Administrator Password Solution
8. Microsoft 365 App for enterprise – en – us
9. Microsoft Edge
10. Microsoft OneDrive
11. Microsoft Teams

MINIMUM SYSTEM REQUIREMENTS

PAGE 2 OF 2

12. Microsoft Silverlight
13. Passport PC to Host
14. Printer Installer Client
15. TeamViewer 10 Host (Laptop)
16. Umbrella Roaming Client (Laptop)
17. VMware Horizon Client (Laptop)
18. zScaler (Laptop)
19. McAfee Agent
20. McAfee DLP Endpoint
21. McAfee File and Removable Media Protection
22. 1McAfee Management of Native Encryption
23. McAfee Endpoint Security Products
24. Endpoint Security Platform
25. Adaptive Threat Protection
26. Threat Prevention
27. Firewall
28. Web Control

- b. Other than a current browser, Tyler Supervision does not require any software installed on County Computers.

3. Minimum Network Requirements

The following are the minimum network requirements for the County Environment.

Item	Minimum
Internet Connectivity (Down)	600kbs
Internet Connectivity (Up)	600kbs

COURT REPORT FORMS – Phase I

Please see below requirements and attached Court Report Forms for Phase I.

A.29.1 Civil Name Change Petition Assessment Report:

A.29.1.a Civil Name Change Petition Assessment Report (Full Criminal Record)

A.29.1.b Civil Name Change Petition Assessment Report (No Criminal Record)

A.29.1.c Civil Name Change Petition Assessment Report (Partial Criminal Record)

A.29.2 Drug Court Assessment Report:

A.29.2.a Drug Court Assessment Report (Full Criminal Record)

A.29.2.b Drug Court Assessment Report (No Criminal Record)

A.29.2.c Drug Court Assessment Report (Partial Criminal Record)

A.29.3 Electronic Monitoring Assessment Report

A.29.4 Static-99R Court Report

A.29.5 Static-99R Facts of the Offense Sheet

A.29.6 Static-99R Coding Form

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29

A.29.1.a

Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
03/13/2004	TRESPASSING	M

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	1	2	3	5

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29
A.29.1.b
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0	0

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Civil Name Change Petition Assessment

Exhibit A.29
A.29.1.c
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

General Comments

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Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date	A.29.1.c
CHRISTOPHER LEWIS SMITH-WILLIAMS	CIV 44	12/22/2020	Page 2 of 2

Case Number	Charge	Charge Description
20STCP1234501	CC1279.5	PETITION FOR A NAME CHANGE

Arrests Only

Arrest Date	Charge Description	Level
NONE		

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Arrests Only	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	2	2	4

Name Change Petition Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

**Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report**

Exhibit A.29
A.29.2.a
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)		

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments

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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020	
Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment:	THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.	

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department

Pretrial Services Bureau

Drug Court Assessment Report

Exhibit A.29
A.29.2.b
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support		Monthly Income	Duration
GOVERNMENT ASSISTANCE		\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)			

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments		
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name		Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122	12/22/2020	
Booking Name	Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA		1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Drug Court Assessment Report

Exhibit A.29
A.29.2.c
Page 1 of 2

Case Information

File Name		Court / Department		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support	Monthly Income	Duration
GOVERNMENT ASSISTANCE	\$300	1 YEAR 6 MONTHS
Primary findings (please see Criminal History Summary for supporting information)		

Prior conviction for any felony charges in the last five years: YES

Prior felony convictions for child molestation / sex offense (PC667.5 / PC1192.7): NO

Prior felony convictions for a serious and/or violent offense (PC667.5 / PC1192.7): YES

Prior revocation of probation or parole not subsequently completed: YES

Currently on an active parole or felony probation grant: NO

Prior felony conviction for drug sales or trafficking: NO

Primary Findings Eligibility: INELIGIBLE

General Comments
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Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Case Information

File Name	Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAS 122	12/22/2020	
Booking Name	Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES	LASD – PICO RIVERA	1234567	12/18/2020

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	2	4

Drug Court Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Electronic Monitoring Assessment Report

Exhibit A.29
A.29.3
Page 1 of 2

Case Information

File Name		Court / LASD Facility		Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122		12/22/2020	
Booking Name		Arresting Agency		Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA		1234567	12/18/2020
Case Number	Charge	Level	Charge Description		
PA887766-01	PC459	F	COMMERCIAL BURGLARY		
PA887766-01	PC487(A)	F	GRAND THEFT PROPERTY		
PA887766-01	PC594(A)	M	VANDALISM		
PA887766-01	PC466	M	POSSESSION OF BURGLARY TOOLS		
CII	FBI	Probation X #	Driver's License or ID	Status	Expires
12345678	123456AA7	12345678	FL123456789DDY	SUSPENDED	12/12/2022

Defendant Information

Gender	Ethnicity	Date of Birth	Age
NON-BINARY	PACIFIC ISLANDER	03/21/1965	56
Residence		Phone	Phone Type
3530 WILSHIRE BLVD #501, LOS ANGELES, CA 90010		(213) 222-2222	Mobile
RESIDES WITH TERRY SMITH (SPOUSE)* (* This would be the Notes Section for Address in Tyler)			

Financial Support	Duration
GOVERNMENT ASSISTANCE	1 YEAR 6 MONTHS

General Comments
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EM Risk Score	EM Risk Level	EM Release Recommendation
12	MEDIUM RISK	2HV – UNSUITABLE / HISTORY OF VIOLENCE

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

SIGNATURE: _____ DATE: _____

Case Information

File Name		Court / Department	Court / Surrender Date	
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAS 122	12/22/2020	
Booking Name		Arresting Agency	Booking #	Arrest Date
CHRISTOPHER JONES		LASD – PICO RIVERA	1234567	12/18/2020

EM Assessment By	Application	Completion Date and Time
B. CHAFFEE	2021-0034627	12/28/2020 14:30

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

STATIC-99R ASSESSMENT REPORT

REPORT SEQUENCE NO. _____

THE PEOPLE OF THE STATE OF CALIFORNIA, vs. Defendant	Plaintiff	COURT – DIV/DEPT	ATTY.	JUDGE
	Defendant	HEARING	EXPIRATION DATE (S)	COURT CASE NO./DEF. ID
		C.I.I. NO.		
		PROBATION NO. X-		
		DPO	AREA OFFICE	
WHEREABOUTS		<input type="checkbox"/> NON-APPEARANCE <input type="checkbox"/> INSTRUCTED TO APPEAR BY: _____		

ASSESSMENT REPORT

REASON FOR HEARING:

THE DEFENDANT WAS LAST BEFORE THE COURT ON _____ FOR A(N) _____ HEARING; THE MATTER WAS CONTINUED TO THE INSTANT DATE FOR STATIC-99R ASSESSMENT.

REPORT:

ACCURATE PREDICTION OF THE RISK OF REOFFENSE FOR MALE OFFENDERS REQUIRES USE OF A RISK ASSESSMENT INSTRUMENT BASED ON RESEARCH STUDIES WHICH FOLLOWED RELEASED SEX OFFENDERS AND IDENTIFIED FACTORS ASSOCIATED WITH THOSE WHO RE-OFFENDED. PREDICTIONS OF WHICH SEX OFFENDERS WILL REOFFEND ARE IMPROVED SIGNIFICANTLY WHEN VALIDATED ACTUARIAL INSTRUMENTS ARE USED TO ESTIMATE RISK. AN ACTUARIAL INSTRUMENT IS A LIST OF RISK FACTORS THAT WHEN PRESENT INCREASE THE RISK OF SEXUAL RE-OFFENSE. EACH ITEM IS STATISTICALLY WEIGHTED FOR ITS CONTRIBUTION TO OVERALL RISK. THE LEVEL OF RISK AND PROBABILITY OF SEXUAL RE-OFFENSE FIVE AND TEN YEARS AFTER RELEASE FROM CUSTODY ON THE MOST RECENT SEX OFFENSE CAN BE DETERMINED, NOT FOR THE INDIVIDUAL, BUT BASED ON GROUP RISK PROBABILITIES, DEPENDING ON THE SCORE GROUP THE OFFENDER FALLS INTO. RISK LEVELS FALL AS LONG AS THE PERSON WHO HAS SEXUALLY

1 OFFENDED REMAINS OFFENSE-FREE IN THE COMMUNITY. THE STATIC-99R IS THE MOST WIDELY
2 USED SUCH INSTRUMENT. MANY RESEARCH STUDIES, INCLUDING THOSE SPECIFIC TO CALIFORNIA
3 OFFENDERS, HAVE PROVEN THAT ITS PREDICTIVE ACCURACY IS IN THE MODERATE TO HIGH
4 RANGE. OLDER METHODS OF PREDICTION THAT ARE NOT ACTUARIALLY BASED (SUCH AS
5 UNSTRUCTURED CLINICAL JUDGMENT) HAVE POOR PREDICTIVE ACCURACY THAT IS NO BETTER
6 THAN FLIPPING A COIN.

7 MR. WAS SCORED ON THE STATIC-99R, WHICH IS AN ACTUARIAL MEASURE OF RISK FOR
8 SEXUAL OFFENSE RECIDIVISM. THIS INSTRUMENT HAS BEEN SHOWN TO BE A MODERATE
9 PREDICTOR OF SEXUAL REOFFENSE POTENTIAL (IN A 2016 RECIDIVISM STUDY IN CALIFORNIA, IT
10 ACCURATELY PREDICTED RISK OF REOFFENSE ABOUT 77 % OF THE TIME). MR. 'S SCORE ON
11 THE STATIC-99R WAS , WHICH MEANS HIS RELATIVE RISK LEVEL IS , (SEE TABLE BELOW TO
12 CHOOSE ONE: VERY LOW RISK, BELOW AVERAGE RISK, AVERAGE RISK, ABOVE AVERAGE RISK, OR
13 WELL ABOVE AVERAGE RISK), WHICH REPRESENTS THE RISK OF SOMEONE IN THIS SCORE GROUP
14 BEING CHARGED OR CONVICTED OF ANOTHER SEXUAL OFFENSE WITHIN FIVE YEARS AFTER HE IS
15 RELEASED ON PROBATION. BASED ON THE MOST RECENT 2015 NORMS, THE ESTIMATED RISK FOR
16 THIS SCORE ON THE STATIC-99R IS **CHOOSE AN ITEM.** % OVER FIVE YEARS (REFER TO CHART ON
17 THE STATIC-99R CODING FORM). HIS RISK ON RELEASE FROM A PRISON SENTENCE CANNOT BE
18 CALCULATED UNTIL AGE AT RELEASE ON PAROLE IS KNOWN, SO THE RISK SCORE STATED HEREIN
19 IS PREDICTIVE OF RISK BASED ON HIS AGE ON THE DATE OF THIS PRESENTENCING REPORT. IF MR.

20 HAS A PRIOR CONVICTION FOR A REGISTRABLE SEX OFFENSE, HIS RISK SCORE WAS
21 CALCULATED BASED ON HIS AGE AT RELEASE ON THE MOST RECENT REGISTRABLE SEX OFFENSE,
22 OR HIS AGE TODAY IF HE HAD NO PRIOR REGISTRABLE SEX OFFENSE.

23 RISK FACTORS WHICH ARE NOT MEASURED BY THE STATIC-99R CAN RAISE OR LOWER RISK. THESE
24 INCLUDE CATEGORIES OF RISK SUCH AS SEXUAL INTERESTS, RELATIONAL STYLE, SELF-
25 MANAGEMENT AND ATTITUDES TOWARD SEXUAL OFFENDING. A SEX OFFENDER IN A MANDATED
26 TREATMENT PROGRAM WILL BE ASSESSED BY A CERTIFIED TREATMENT PROVIDER USING
27 DYNAMIC AND VIOLENCE RISK ASSESSMENT INSTRUMENTS DESIGNATED BY THE SARATSO (STATE
28

AUTHORIZED RISK ASSESSMENT TOOLS FOR SEX OFFENDERS) COMMITTEE. THE COMBINED RISK
WILL BE USED TO DETERMINE APPROPRIATE LEVELS OF SUPERVISION AND TREATMENT.

<u>SCORE</u>	<u>LABEL FOR RISK CATEGORY</u>	
-3 TO -2:	LEVEL I	VERY LOW RISK
-1 TO 0:	LEVEL II	BELOW AVERAGE RISK
1 TO 3:	LEVEL III	AVERAGE RISK
4 TO 5:	LEVEL IVA	ABOVE AVERAGE RISK
6+:	LEVEL IVB	WELL ABOVE AVERAGE RISK

PLEASE NOTE: IF MR. _____ IS SENTENCED TO JAIL OR FORMAL SUPERVISION AND HE IS NOT
RELEASED FROM JAIL OR PLACED ON SUPERVISION UNTIL AFTER HIS BIRTHDAY ON _____, HIS
STATIC-99R SCORE MAY BE LOWER GIVEN HIS INCREASED AGE. THEREFORE, MR. _____ WILL NEED TO
BE RE-SCORED BY A SARATSO-CERTIFIED SCORER PRIOR TO RELEASE FROM JAIL OR PLACEMENT ON
SUPERVISION TO PROVIDE A MORE ACCURATE ASSESSMENT OF HIS STATIC RISK.

RESPECTFULLY SUBMITTED,

ADOLFO GONZALES
CHIEF PROBATION OFFICER

READ AND APPROVED BY:

BY: _____
_____, INVESTIGATOR AID
TELEPHONE: _____

_____, SUPERVISOR
TELEPHONE: _____

SUBMITTED: _____ -TYPED: _____ BY: _____

I HAVE READ AND CONSIDERED THE FOREGOING REPORT OF THE PROBATION OFFICER.

JUDGE OF THE SUPERIOR COURT

DATE

FACTS OF OFFENSE SHEET

Please follow these important instructions:

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov only if the offender you are scoring is required to register as a sex offender
2. Retain a copy in defendant's file
3. Please submit the court minute order at sentencing if available

Defendant's Information

Last Name		First Name		Middle Name	
DOB:	CDCR #	CII Number:	Gender:		

Scoring Probation Officer's Information

Last Name		First Name		Title	
Probation Agency:	Scoring Probation Officer's Direct Phone Number:				

Court Information

Date of Conviction:	Date of Sentencing:	Court Case Number:	
County of Conviction:		Offense(s) Requiring Registration:	Date of Offense: To:
Weapon Used?		Similarities in victimization with current or prior cases?	
<input type="checkbox"/> Yes <input type="checkbox"/> No (Specify Type)		<input type="checkbox"/> Yes <input type="checkbox"/> No (Specify)	

SARATSO Information

Tools/Instruments (check one)	Risk Score(s)	Ineligible for scoring? *	Insufficient documents to score this offender? *
<input type="checkbox"/> STATIC-99R <input type="checkbox"/> JSORRAT-II	Score (Numerical): _____ Risk Category Choose an item. Score Choose an item. Date _____ <small>(based on subsequent index sex offense)</small>	<input type="checkbox"/> Yes (e.g., Category B offense, female offender, juvenile offense committed under age 17) Specify reason offender is ineligible for scoring: _____	<input type="checkbox"/> Yes (Specify below) <input type="checkbox"/> Crime report requested but unavailable <input type="checkbox"/> Prior PSI requested but unavailable <input type="checkbox"/> Other document requested but unavailable Specify: _____

* Please refer to the 2016 revised coding rules which can be accessed on the certified scorer secure login at www.saratso.org.

**SUBMIT FOS & SENTENCING MINUTE ORDER IMMEDIATELY TO DOJ POST-SENTENCING
SUBMIT SCORE TO COURT USING THE NARRATIVE PARAGRAPHS: DO NOT SUBMIT CODING FORM**

Exhibit A.29
A.29.5
Page 2 of 2

1. Complete this form & submit via PDF to CAHRSO@doj.ca.gov, **only if the offender you are scoring is required to register as a sex offender**
2. Complete this MO form for **each** victim; complete only one FOS per case, even if multiple victims
3. Submit this form to Department of Justice (DOJ) only; **DO NOT INCLUDE MO FACT SHEET WITH PRE-SENTENCING REPORT**

**** FOR USE BY PROBATION****

STATIC-99R SCORING WORKSHEET

Exhibit A.29
A.29.6

Offender Name: SMITH, BOB TYLER Probation # X01234567 CII # 12345678 Evaluator E123456 Assessment Date: 05/17/2021

Risk Factor	Codes	Score	Comments
1. Age at Release from Index Sex Offense	Aged 18 to 34.9	1	
2. Ever Lived with Lover for At Least Two Years?	No	1	
3. Index Non-Sexual Violence - Any Convictions	No	0	
4. Prior Non-Sexual Violence - Any Convictions?	No	0	
5. Prior Sex Offense	No Charges No Convictions	0	
6. Prior Sentence Dates (Excluding Index)	4 or more	1	
7. Any Conviction for Non-Contact Sex Offense?	Yes	1	
8. Any Unrelated Victims?	Yes	1	
9. Any Stranger Victims?	Yes	1	
10. Any Male Victims?	Yes	1	
TOTAL SCORE	Risk: Level IVb - Well Above Average	7	

Nominal Risk Levels (2017 version)	Total
Level - I Very Low Risk	-3 to -2
Level - II Below Average Risk	-1 to 0
Level - III Average Risk	1 to 3
Level - IVa Above Average Risk	4 to 5
Level - IVb Well Above Average Risk	6+

ROUTINE SAMPLE
Est. 5-year sexual recidivism rate

Score	Predicted Recidivism Rate	Score	Predicted Recidivism Rate
-3	0.9	4	11.0
-2	1.3	5	15.2
-1	1.9	6	20.5
0	2.8	7	27.2
1	3.9	8	35.1
2	5.6	9	43.8
3	7.9	10	53.0

Additional comments/Explanation: Mr. SMITH was scored on the Static-99R, which was an actuarial measure of risk for sexual offense recidivism. This instrument has been shown to be a moderate predictor of sexual re-offense potential. Mr. SMITH received a total score of 7 [or _____ ineligible], which places him in the Well Above Average [e.g., Low] Risk Category.

Index Offense & Date: 04/01/2021

Evaluator Signature_____

Reviewer Signature_____

LETTERS AND NOTIFICATIONS – Phase I

Please see below requirements and attached Letters and Notifications for Phase I.

A.30.1 STATIC-99R Ineligible Notifications:

A.30.1.a STATIC-99R Ineligible Notification (Age of Minor)

A.30.1.b STATIC-99R Ineligible Notification (Female Defendant)

A.30.1.c STATIC-99R Ineligible Notification (Child Pornography with
No Indentifiable Sex Victim(s))

A.30.1.d STATIC-99R Ineligible Notification (Human Trafficking with
No Sex Crime)

A.30.1.e STATIC-99R Ineligible Notification (No Sex Crime)

A.30.2 EM Violations Notifications:

A.30.2.a EM Violation Notification – Court Non-Compliance

A.30.2.b EM Violation Notification – DPO Abscond Notification

A.30.2.c EM Violation Notification – LASD Non-Compliance



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Eastlake Courthouse, Department 204

RE: Christopher Lewis Jones-Williams
Case: FJ123456
DOB: April 1, 1997
Booking #: 001234567
JAIN #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named former minor for a scheduled Pre-Plea hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, evaluations of juveniles who have committed sexual offenses when they were 16 years of age or younger at the time the sex crimes were committed, are not recommended; therefore, the former minor is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



Exhibit A.30
A.30.1.b

June 28, 2021

The Honorable Judge Bob Smith
Michael D. Antonovich Antelope Valley Courthouse, Department A18

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R Program eligibility guidelines, this instrument is not recommended for females; therefore, the Defendant is not eligible for a STATIC-99R Risk Assessment.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the STATIC-99R official coding rules the assessment is not recommended for use on an individual whose only offense involves PC311.11(A) (Felony) ~ Obscene Matter when there is no identifiable named victim(s) in the digital files. Consequently, no risk assessment score is provided. His offense does not fit the criteria for those who can be assessed with this risk assessment tool.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
(213) 680-8006 (Secure Fax)



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

Based on the program eligibility guidelines; someone who has been charged or convicted with a Category "B" Offense PC236.1(B) - Human Trafficking: Deprive Personal Liberty and PC266H(A) - Pimping; where no actual sexual acts occurred between the defendant and the victim(s); the defendant is not eligible for a STATIC-99R Risk Assessment report.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
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ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 28, 2021

The Honorable Judge Bob Smith
Van Nuys Courthouse, Department 122

RE: Christopher Lewis Jones-Williams
Case: LA123456-01
DOB: April 1, 1963
Booking #: 001234567
CII #: A12345678

A STATIC-99R Risk Assessment was ordered for the above named defendant for a scheduled Probation and Sentencing hearing on Thursday, July 6, 2021, at 8:30 a.m.

The defendant is **INELIGIBLE** to be scored based on the Official Coding Rules of the STATIC-99R Program. It appears this case does not have any sexual components; therefore, no risk assessment score is provided since his offenses do not fit the criteria for those who can be assessed with this risk assessment tool. **However, in the event the above statement is inaccurate, please provide documents and or information with sexual motives and a STATIC-99R Risk Assessment Report will be provided.**

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Cindy L. Puentes
Investigator Aide
Static-99R Program
Pretrial Services Bureau
433 Bauchet Street
Los Angeles, CA 90012
(213) 974-5821 (business)
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ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 30, 2021

Honorable Dorothy B. Reyes

Clara Shortridge Foltz Criminal Justice Center, Department 35

RE: Christopher Lewis Jones-Williams

Case: 20STCP12345-01

EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated ten (10) Non-Compliance Reports (NCR) indicating her failure to comply with program rules. These NCR's consist of multiple violations that include, but not limited to 1) failure to perform required alcohol tests; 2) failure to keep her equipment charged; and 3) failure to adhere to the conditions of the participant contact.

It's our recommendation that the defendant be remanded to custody.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



Exhibit A.30
A.30.2.b
Page 1 of 2

June 30, 2021

Jane Smith, SDPO
Pomona Valley Area Office
Los Angeles County Probation Department'

RE: Christopher Lewis Jones-Williams
X-Number: 12345678
Case: 20STCP12345-01
EM Number: 2021-0034567

Subject: Abscond Notification

As of 06/30/2021, the above named absconded from the Los Angeles County Probation Department's Electronic Monitoring Program (EM), and therefore, did not complete his jail sentence.

Miles Joseph Vivirito was sentenced on 01/10/20 to serve 180 days in county jail for PC245(A)(4). On 01/22/2020, Mr. Vivirito was released on EM pursuant to PC1203.016. He signed agreement and consent forms, had a transmitter placed on his ankle and completed the necessary transactions for his release and enrollment with Corrective Solutions. He was assigned to the Lancaster Office, Case Manager Veronica Ramirez, telephone number 855-278-3162 ext. 179.

On 02/11/2020 at 8:49 p.m., Mr. Vivirito's monitoring unit went into a Tamper Status. A tamper signal indicates that the ankle strap transmitter has been tampered with or the unit has been removed. On 02/12/2020 at 8:20 a.m., an attempt was made to contact Mr. Vivirito on his cell phone number 661-245-2603; the phone was answered by his mother who gave details of what happened. The whereabouts of the defendant remain unknown.

It's our recommendation that this matter be reviewed for filing of a violation of probation.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

Exhibit A.30
A.30.2.b
Page 2 of 2

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PRETRIAL SERVICES BUREAU
3530 WILSHIRE BLVD., SUITE 501, LOS ANGELES, CA 90010
(213) 351-0373



June 30, 2021

John Smith, Lieutenant
Community Based Alternative to Custody
Los Angeles County Sheriff's Department

RE: Christopher Lewis Jones-Williams
Booking: 001234567
EM Number: 2021-0034567

Subject: Non-Compliance Notification

This is a request for your review and consideration to reprimand the above defendant. As of today, the above named defendant has failed to comply with the conditions of the Electronic Monitoring (EM) Program as follows:

The defendant has accumulated one (1) Abscond Notice and one (1) Non-Compliance Report (NCR) indicating his failure to comply with program rules, consisting of 1) failure to allow the EM Case Manager to inspect Equipment Master Tamper as required; 2) refused to participate in the Electronic Monitoring Program; 3) failing to comply with program rules; and 4) having negative behavior, and/or not cooperating with staff administrators

It's our recommendation that the defendant be remanded to custody.

If you need any further assistance, then please feel free to contact me at the business phone number listed below Monday through Friday from 8:00 a.m. to 5:00 p.m.

RE: Christopher Lewis Jones-Williams
EM Number: 2021-0034567
Page 2 of 2

Sincerely,

Bob Gomez
Investigator
Electronic Monitoring Program
Pretrial Services Bureau
(213) 893-5369 (business)

Cc: PTS EM Program Director
PTS EM Program Sr. Investigator

COURT REPORT FORMS – Phase II

Please see below requirements and attached Court Report Forms for Phase II.

A.31.1 Report of Pretrial Investigation – Court Pilot:

A.31.1.a Report of Pretrial Investigation – Court Pilot (Full Criminal Record)

A.31.1.b Report of Pretrial Investigation – Court Pilot (No Criminal Record)

A.31.1.c Report of Pretrial Investigation – Court Pilot (Partial Criminal Record)

A.31.2 Report of Pretrial Investigation – Branch:

A.31.2.a Report of Pretrial Investigation – Branch (Full Criminal Record)

A.31.2.b Report of Pretrial Investigation – Branch (No Criminal Record)

A.31.2.c Report of Pretrial Investigation – Branch (Partial Criminal Record)

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.a
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
02/23/1980	JHR-33333333	BURGLARY	N/A

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition: 3 YRS SUMMARY PROBATION; 90 DAYS JAIL			
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition: 3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE			
Comment: PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL			
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition: 1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE			
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition: 3 YRS FORMAL PROBATION; 180 DAYS JAIL			
Comment: PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON			
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition: 10 DAYS JAIL; \$50 FINE			

Pending Cases

Case	Charge Description	Level
TA343434-02	RESIDENTIAL BURGLARY	F
Comment: THE DEFENDANT HAS A PENDING COURT DATE AT THE COMPTON COURTHOUSE IN DEPARTMENT 10 ON 06/10/2021.		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
1	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level

MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.b
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.1.c
Page 1 of 3

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Service Needs

Housing	Education	Employment	Substance Abuse	Mental Health	Trauma
YES	NO	YES	NO	NO	NO

Pretrial Risk Level
MODERATE-HIGH

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name		Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS		LAC 30	12/22/2020
Case Number	Charge	Charge Description	
BA123456-01	PC211	ROBBERY – 1 st DEGREE	

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.a
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.b
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
NONE			

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	0	0	0

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

Los Angeles County Probation Department
Pretrial Services Bureau
Report of Pretrial Release Investigation

Exhibit A.31
A.31.2.c
Page 1 of 2

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020

Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

CII	FBI	Probation X #	Driver's License or ID	State	Expires
12345678	123456AA7	12345678	FL123456789DDY	FLORIDA	12/12/2022

Residence

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Financial Support

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General Comments

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Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

File Name	Court / Department	Court Date
CHRISTOPHER LEWIS SMITH-WILLIAMS	LAC 30	12/22/2020
Case Number	Charge	Charge Description
BA123456-01	PC211	ROBBERY – 1 st DEGREE

Juvenile Sustained Petitions

Disposition Date	Case	Charge Description	Level
NONE			

Adult Convictions

Disposition Date	Case	Charge Description	Level
10/21/2000	CFL-1234567890	RESIDENTIAL BURGLARY (FLORIDA)	F
Disposition:	3 YRS SUMMARY PROBATION; 90 DAYS JAIL		
08/07/2006	CFL-1267909098	DRIVING UNDER THE INFLUENCE OF ALCOHOL (FLORIDA)	M
Disposition:	3 YRS SUMMARY PROBATION; 30 DAYS JAIL; \$1000 FINE		
Comment:	PROBATION REVOKED ON 12/23/2006; FINE CONVERTED TO 180 DAYS JAIL		
02/14/2011	1CJ12345-02	PETTY THEFT	M
Disposition:	1 YR SUMMARY PROBATION; 10 DAYS JAIL; \$100 FINE		
04/22/2015	NA676767-01	ASSAULT WITH A DEADLY WEAPON (FIREARM)	F
Disposition:	3 YRS FORMAL PROBATION; 180 DAYS JAIL		
Comment:	PROBATION REVOKED ON 11/07/2015; 3YRS STATE PRISON		
03/02/2017	7CJ54321-01	TRESPASSING	M
Disposition:	10 DAYS JAIL; \$50 FINE		

Pending Cases

Case	Charge Description	Level
NONE		

Pending Cases	Felony Convictions	Misdemeanor Convictions	Total Convictions
0	2	3	5

Pretrial Risk and Recommendation

Pretrial Risk Level	Pretrial Release Recommendation
MODERATE-HIGH	FOUND UNSUITABLE FOR RELEASE

Pretrial Services Investigator	Application	Completion Date and Time
B. CHAFFEE	2021-0034567	12/28/2020 14:30

LETTERS AND NOTIFICATIONS – Phase II

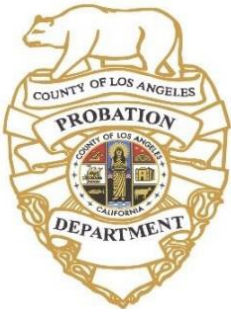
Please see below requirements and attached Letters and Notifications for Phase II.

A.32.1 Notice to Court of Abscond

A.32.2 Notice to Court of Non-Compliance

A.32.3 Notice of Court of Progress

All the above notices shall show the name and title of the Chief Probation Officer at that time the report is generated. The system shall provide the County with the ability to update the Chief Probation Officer's name with the effective dates of the Chief's tenure.



County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF ABSCOND

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

ABSCOND INFORMATION

ABSCOND DATE:	TIME:
ENTER DATE	ENTER ABSCOND TIME

☐ TAMPER ☐ DEAD BATTERY ☐ OTHER

ENTER OTHER REASON

CIRCUMSTANCES:

ENTER CIRCUMSTANCES HERE

RESPECTFULLY SUBMITTED,

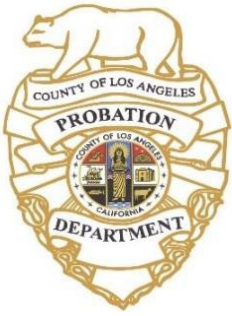
READ AND APPROVED BY:

BY: _____

ENTER NAME, CASE MANAGER

ENTER NAME, TITLE

DATE: ENTER DATE



County of Los Angeles Probation Department

Exhibit A.32
A.32.2
Page 1 of 2

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF NON-COMPLIANCE

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER DATE

NON-COMPLIANCE INFORMATION

ALLEGED NON-COMPLIANCE:

ENTER ALLEGED NON-COMPLIANCE HERE

DEFENDANT'S STATEMENT:

ENTER DEFENDANT STATEMENT

RECOMMENDATION:

- ☐ REVOCATION OF PRETRIAL MONITORING AND RETURN TO CUSTODY
- ☐ CONTINUED PARTICIPATION IN PRETRIAL MONITORING WITH ADDITIONAL CONDITIONS:

ENTER ADDITION CONDITIONS

RESPECTFULLY SUBMITTED,

BY: _____

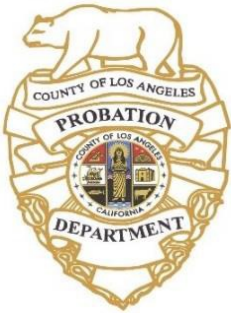
ENTER NAME, CASE MANAGER

READ AND APPROVED BY:

ENTER NAME, TITLE

NOTICE TO COURT OF NON-COMPLIANCE

DATE: ENTER DATE



County of Los Angeles Probation Department

Pretrial Services Bureau
Supervised Release Program
SRProgram@probation.lacounty.gov
(213) 974-5821

ADOLFO GONZALES
Chief Probation Officer

NOTICE TO COURT OF PROGRESS

CASE NUMBER: ENTER CASE NUMBER

DEFENDANT INFORMATION

APPLICATION NUMBER:	NAME:	
ENTER APPLICATION NUMBER	ENTER LAST NAME, FIRST NAME	
JUDGE:	COURT:	DEPARTMENT:
ENTER JUDGE'S NAME	ENTER JUDICIAL DISTRICT	ENTER DEPARTMENT

NEXT COURT DATE: ENTER NEXT COURT DATE

INFORMATION ON PROGRESS

COMMENTS:

ENTER COMMENTS

RESPECTFULLY SUBMITTED,

READ AND APPROVED BY:

BY: _____

ENTER NAME, CASE MANAGER

ENTER NAME, TITLE

DATE:

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Deliverable #	Date	Source(s)	Deliverable Name	Tyler Contact
Deliverable Description				
Deliverable Development Process and Content				
Acceptance Criteria				
Acceptance Process (As specified in Subparagraph 5.1 (Acceptance Criteria).				
Notes				

PSAMS DELIVERABLE EXPECTATION DOCUMENT

Tyler Recommendation	County Action	
Approve	<input type="checkbox"/> Deliverable Scope / Approach Approved	<input type="checkbox"/> Deliverable Scope / Approach Requires Adjustments Prior to Start
APPROVED: Tyler Project Manager or Project Executive	APPROVED: County	
<div>X</div> <hr/> <div>First Name – Last Name Project Manager – Tyler Technologies, Inc.</div>	<div>X</div> <hr/> <div>First Name – Last Name Project Manager – County</div>	

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Initial Term: Years 1 – 5				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
Implementation Services Schedule B.1 Fixed Price Deliverables	1 and 2	\$ 507,957		\$ 507,957
Implementation Services Schedule B.2 Hourly Not-to-Exceed Deliverables	1 and 2		\$ 838,500	\$ 838,500
SaaS Fees	1	\$ 174,000		\$ 174,000
	2	\$ 372,000		\$ 372,000
	3	\$ 396,000		\$ 396,000
	4	\$ 412,000		\$ 412,000
	5	\$ 428,400		\$ 428,400
Initial Term Totals		\$ 2,290,357	\$ 838,500	\$ 3,128,857

First Option Term: Years 6 – 7				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	6	\$ 445,600		\$ 445,600
	7	\$ 463,200		\$ 463,200
First Option Term Totals		\$ 908,800		\$ 908,800

Second Option Term: Years 8 – 9				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	8	\$ 481,600		\$ 481,600
	9	\$ 501,200		\$ 501,200
Second Option Term Totals		\$ 982,800		\$ 982,800

Third Option Term: Years 10 – 11				
	Agreement Year(s)	Fixed Amount	Not-to-Exceed Amount	Totals
SaaS Fees	10	\$ 521,200		\$ 521,200
	11	\$ 541,600		\$ 541,600
Third Option Term Totals		\$ 1,062,800		\$ 1,062,800

EXHIBIT B – PRICING SCHEDULE

Pricing Summary

Pool Dollars				
	Agreement Year(s)		Not-to-Exceed Amount	Totals
Optional Work Using Pool Dollars	1 – 11		\$	1,074,000
Pool Dollars Total				\$ 1,074,000

Agreement Maximum	
Initial Term	\$ 3,128,857
First Option Term	\$ 908,800
Second Option Term	\$ 982,800
Third Option Term	\$ 1,062,800
Pool Dollars	\$ 1,074,000
Maximum Agreement Sum	\$ 7,157,257

Implementation Services include fixed price Deliverables totaling \$507,957 and Deliverables charged by the hour not-to-exceed \$838,500 as detailed in Schedule B.2 - Hourly Not-to-Exceed Deliverables.

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
PHASE I					
Project Management	3.1.1.1	Acceptance of PCD Deliverable under Task 3.1	\$ 20,953	\$ 3,143	\$ 17,810
Requirements elaboration and Design Specification	3.2.1.1.1, 3.2.1.1.2, 3.2.1.2	Acceptance of all Deliverables under Task 3.2.1	\$ 20,953	\$ 3,143	\$ 17,810
System Provisioning, Configuration, and Reporting	3.2.2.1, 3.2.2.2.1, 3.2.2.2.2, 3.2.2.2.3, 3.2.2.3, 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, 3.2.2.7, 3.2.2.8	Acceptance of all Deliverables under Task 3.2.2	\$ 20,953	\$ 3,143	\$ 17,810
Disaster Recovery Planning	3.2.4.1.1, 3.2.4.1.2	Acceptance of all Deliverables under Task 3.2.4	\$ 20,953	\$ 3,143	\$ 17,810
System Testing and Defect Resolution	3.2.5.1.1, 3.2.5.1.2, 3.2.5.2.1, 3.2.5.2.2	Acceptance of all Deliverables under Task 3.2.5	\$ 20,953	\$ 3,143	\$ 17,810
Training and Documentation	3.2.6.1, 3.2.6.2, 3.2.6.3, 3.2.6.4.1, 3.2.6.4.2	Acceptance of all Deliverables under Task 3.2.6	\$ 20,953	\$ 3,143	\$ 17,810
Implementation – Transition to Production	3.2.7.1, 3.2.7.2, 3.2.7.3	Acceptance of all Deliverables under Task 3.2.7	\$ 20,953	\$ 3,143	\$ 17,810
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.2.8	\$ 20,953	\$ 3,143	\$ 17,810
System Acceptance with respect to Phase I for PSAMS Solution	3.2.8.1	Acceptance of all Deliverables under Task 3.2.8		\$ (25,144)	\$ 25,144
TOTAL PHASE I FIXED-PRICE DELIVERABLES			\$167,624	\$ -	\$ 167,624

PHASE II					
Project Management	3.1.1.2	Acceptance of PCD Deliverable under Task 3.1	\$ 48,619	\$ 7,293	\$ 41,326
Requirements elaboration and design specification	3.3.1.1.1, 3.3.1.1.2, 3.3.1.2	Acceptance of all Deliverables under Task 3.3.1	\$ 48,619	\$ 7,293	\$ 41,326
System Provisioning, Configuration, and Reporting	3.3.2.1, 3.3.2.2.1, 3.3.2.2.2, 3.3.2.2.3, 3.3.2.3, 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, 3.3.2.7, 3.3.2.8	Acceptance of all Deliverables under Task 3.3.2	\$ 48,619	\$ 7,293	\$ 41,326

EXHIBIT B – PRICING SCHEDULE
Schedule B.1 – Fixed Price Deliverables

Fixed Price Deliverables

Holdbacks are 15% of the fixed price indicated.

Section	Deliverables	Invoice Event	Price	Holdback Amount	Net Invoice Amount
System Testing and Defect Resolution	3.3.5.1.1, 3.3.5.1.2 3.3.5.2.1, 3.3.5.2.2	Acceptance of all Deliverables under Task 3.3.5	\$ 48,619	\$ 7,293	\$ 41,326
Training and Documentation	3.3.6.1, 3.3.6.2, 3.3.6.3, 3.3.6.4	Acceptance of all Deliverables under Task 3.3.6	\$ 48,619	\$ 7,293	\$ 41,326
Implementation – Transition to Production	3.3.7.1, 3.3.7.2, 3.3.7.3	Acceptance of all Deliverables under Task 3.3.7	\$ 48,619	\$ 7,293	\$ 41,326
Project Management	3.1.1.2, 3.1.2.1, 3.1.2.2, 3.1.2.3	Acceptance of all Deliverables under Task 3.3.8	\$ 48,619	\$ 7,293	\$ 41,326
System Acceptance with Respect to Phase II for PSAMS Solution	3.3.8.1	Acceptance of all Deliverables under Task 3.3.8		\$ (51,051)	\$ 51,051
TOTAL PHASE II FIXED-PRICE DELIVERABLES			\$340,333	\$ -	\$ 340,333

TOTAL FIXED-PRICE DELIVERABLES - PHASE I AND PHASE II	\$ 507,957.0	\$ -	\$ 507,957
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Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7 for Phase I and Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7 for Phase II are not-to-exceed Deliverables with payment points specified on Schedule B.2 - Hourly Not-to-Exceed Deliverables. They are listed here to note that they must be completed in order for the Contractor to invoice for the fixed price payments associated with Task 3.2.2 for Phase I & Task 3.3.2 for Phase II, respectively.

Payment for aggregate Holdback Amount for Phase I fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.2.8.1 for - Final Acceptance with Respect to Phase I.

Payment for aggregate Holdback Amount for Phase II fixed-price Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Not-to-Exceed Deliverables

Holdbacks are 15% of amount billed based on Hourly Rates.

Contractor shall provide all work under the applicable Data Migration subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at \$155 per hour. Charges for such Data Migration work shall not exceed 2,100 hours or \$325,500 in total for Phases I and II. The Deliverables for Data Migrations that are to be provided on a not-to-exceed basis are Deliverables 3.2.3.1 and 3.2.3.2 for Phase I and Deliverables 3.3.4.1 and 3.3.4.2 for Phase II. All Deliverables referenced are in Exhibit A (Statement of Work).

Contractor shall provide all work under the applicable Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) subtasks under Exhibit A (Statement of Work) on a not-to-exceed basis at \$180 per hour. Charges for such Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) work shall not exceed 2,850 hours or \$513,000 in total for Phases I and II. The Deliverables for Custom Development, Letters and Notices, Custom Report Forms, Reports for Phase I that are to be provided on a not-to-exceed basis are Deliverables 3.2.2.4.1, 3.2.2.4.2, 3.2.2.5, 3.2.2.6, and 3.2.2.7, and for Phase II are Deliverables 3.3.2.4.1, 3.3.2.4.2, 3.3.2.5, 3.3.2.6, and 3.3.2.7. The Deliverables for System Integration that are to be provided on a not-to-exceed basis are Deliverables 3.3.3.1, 3.3.3.2, 3.3.3.3.1, 3.3.3.3.2, and 3.3.3.4. All Deliverables referenced are in Exhibit A (Statement of Work).

Payment for not-to-exceed work for Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) work shall be due upon receipt of a properly prepared invoice accompanied by the applicable approved Acceptance Certificate for the required project status report as set forth in Subtask 3.1.2. The invoice for the fifth and final payment point for Data Migration additionally requires an approved Acceptance Certificate for Deliverable 3.3.4.2 for Data Migration for Phase II. The invoice for the fifth and final payment point for Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (Interfaces) additionally requires an approved Acceptance Certificate for Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II. All subtasks and Deliverables referenced are in Exhibit A (Statement of Work).

Required Deliverables	Invoice Event	Maximum Price	Maximum Holdback Amount	Maximum Net Invoice Amount
Weekly project status report with progress report on Deliverables	Completion of 350 hours of billable work for Data Migration	\$ 54,250	\$ 8,138	\$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 700 cumulative hours of billable work for Data Migration	\$ 54,250	\$ 8,138	\$ 46,112
Weekly project status report with progress report on Deliverables	Completion of 1,150 cumulative hours of billable work for Data Migration	\$ 69,750	\$ 10,463	\$ 59,287
Weekly project status report with progress report on Deliverables	Completion of 1,600 cumulative hours of billable work for Data Migration	\$ 69,750	\$ 10,463	\$ 59,287
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.4.2 for Data Migration for Phase II.	Completion of Data Migration for Phase II	\$ 77,500	\$ 11,625	\$ 65,875
Weekly project status report with progress report on deliverables	Completion of 570 hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$ 102,600	\$ 15,390	\$ 87,210

EXHIBIT B – PRICING SCHEDULE
Schedule B.2 – Hourly Not-to-Exceed Deliverables

Weekly project status report with progress report on Deliverables	Completion of 1,140 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables	Completion of 1,710 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables	Completion of 2,280 cumulative hours of billable work for Custom Development, Letters and Notifications, Custom Report Forms, Reports, and Integration	\$	102,600	\$	15,390	\$	87,210
Weekly project status report with progress report on Deliverables and completion of Deliverable 3.3.5.2.2 for User Acceptance Testing for Phase II	Completion of User Acceptance Testing for Phase II	\$	102,600	\$	15,390	\$	87,210
System Acceptance with Respect to Phase II for PSAMS Solution				\$	(125,777)	\$	125,777
Maximum Total Hourly Not-to-Exceed Deliverables - Phase I and Phase II		\$	838,500	\$	-	\$	838,500

Payment for aggregate Holdback Amount for not-to-exceed Deliverables shall be due upon receipt of a properly prepared invoice accompanied by an approved Acceptance Certificate for Subtask 3.3.8.1 for - Final Acceptance with Respect to Phase II.

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

SaaS Fees are due quarterly in arrears according to the schedule below.

Initial Term: Years 1 – 5				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
1	1	\$ 37,500	\$ -	\$ 37,500
	2	\$ 37,500	\$ -	\$ 37,500
	3	\$ 37,500	\$ 12,000	\$ 49,500
	4	\$ 37,500	\$ 12,000	\$ 49,500
2	5	\$ 75,000	\$ 12,000	\$ 87,000
	6	\$ 75,000	\$ 12,000	\$ 87,000
	7	\$ 75,000	\$ 24,000	\$ 99,000
	8	\$ 75,000	\$ 24,000	\$ 99,000
3	9	\$ 75,000	\$ 24,000	\$ 99,000
	10	\$ 75,000	\$ 24,000	\$ 99,000
	11	\$ 75,000	\$ 24,000	\$ 99,000
	12	\$ 75,000	\$ 24,000	\$ 99,000
4	13	\$ 78,000	\$ 25,000	\$ 103,000
	14	\$ 78,000	\$ 25,000	\$ 103,000
	15	\$ 78,000	\$ 25,000	\$ 103,000
	16	\$ 78,000	\$ 25,000	\$ 103,000
5	17	\$ 81,100	\$ 26,000	\$ 107,100
	18	\$ 81,100	\$ 26,000	\$ 107,100
	19	\$ 81,100	\$ 26,000	\$ 107,100
	20	\$ 81,100	\$ 26,000	\$ 107,100
Initial Term Subtotal		\$ 1,386,400	\$ 396,000	\$ 1,782,400

First Option Term: Years 6 – 7				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
6	21	\$ 84,400	\$ 27,000	\$ 111,400
	22	\$ 84,400	\$ 27,000	\$ 111,400
	23	\$ 84,400	\$ 27,000	\$ 111,400
	24	\$ 84,400	\$ 27,000	\$ 111,400
7	25	\$ 87,700	\$ 28,100	\$ 115,800
	26	\$ 87,700	\$ 28,100	\$ 115,800
	27	\$ 87,700	\$ 28,100	\$ 115,800
	28	\$ 87,700	\$ 28,100	\$ 115,800
First Option Term Subtotal		\$ 688,400	\$ 220,400	\$ 908,800

EXHIBIT B – PRICING SCHEDULE
Schedule B.3 – SaaS Fees:
Tyler Supervision & Tyler Supervision Access

Second Option Term: Years 8 – 9				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
8	29	\$ 91,200	\$ 29,200	\$ 120,400
	30	\$ 91,200	\$ 29,200	\$ 120,400
	31	\$ 91,200	\$ 29,200	\$ 120,400
	32	\$ 91,200	\$ 29,200	\$ 120,400
9	33	\$ 94,900	\$ 30,400	\$ 125,300
	34	\$ 94,900	\$ 30,400	\$ 125,300
	35	\$ 94,900	\$ 30,400	\$ 125,300
	36	\$ 94,900	\$ 30,400	\$ 125,300
Second Option Term Subtotal		\$ 744,400	\$ 238,400	\$ 982,800

Third Option Term: Years 10 – 11				
Agreement Year	Agreement Quarter	Tyler Supervision	Tyler Supervision Access	Total Quarterly SaaS Fees
10	37	\$ 98,700	\$ 31,600	\$ 130,300
	38	\$ 98,700	\$ 31,600	\$ 130,300
	39	\$ 98,700	\$ 31,600	\$ 130,300
	40	\$ 98,700	\$ 31,600	\$ 130,300
11	41	\$ 102,600	\$ 32,800	\$ 135,400
	42	\$ 102,600	\$ 32,800	\$ 135,400
	43	\$ 102,600	\$ 32,800	\$ 135,400
	44	\$ 102,600	\$ 32,800	\$ 135,400
Third Option Term Subtotal		\$ 805,200	\$ 257,600	\$ 1,062,800

Totals	Tyler Supervision	Tyler Supervision Access	Total SaaS Fees
	\$ 3,624,400	\$ 1,112,400	\$ 4,736,800

EXHIBIT B – PRICING SCHEDULE
SCHEDULE B.4 – Hourly Rates and Pool Dollars

Pool Dollars							
The amount indicated is the total amount of Pool Dollars available for Optional Work under the agreement over the initial term and any and all option terms. Optional Work is engaged by County and documented pursuant to Subparagraph 4.5 (Optional Work) of the Agreement shall use the applicable Hourly Rates set forth below.	Amount						
	\$1,074,000						
Hourly Rates							
The Hourly Rates shall apply to: 1. Optional Work under Subparagraph 4.5 (Optional Work) of the Agreement. 2. Applicable Data Migration, Custom Development, Letters and Notices, Custom Report Forms, Reports, and System Integration (interfaces) subtasks under Exhibit A (Statement of Work). See Schedule B.2 - Hourly Not-to-Exceed Deliverables.							
Professional Services	Years 1 through 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
Data Migration	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Setup, Configuration, and Consulting	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Training	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Go-Live Assistance	\$155	\$161	\$168	\$174	\$181	\$189	\$196
Project Management	\$170	\$177	\$184	\$191	\$199	\$207	\$215
Deployment Setup	\$180	\$187	\$195	\$202	\$211	\$219	\$228
Reports	\$180	\$187	\$195	\$202	\$211	\$219	\$228
Custom Development	\$180	\$187	\$195	\$202	\$211	\$219	\$228

PSAMS PROJECT TIMELINE

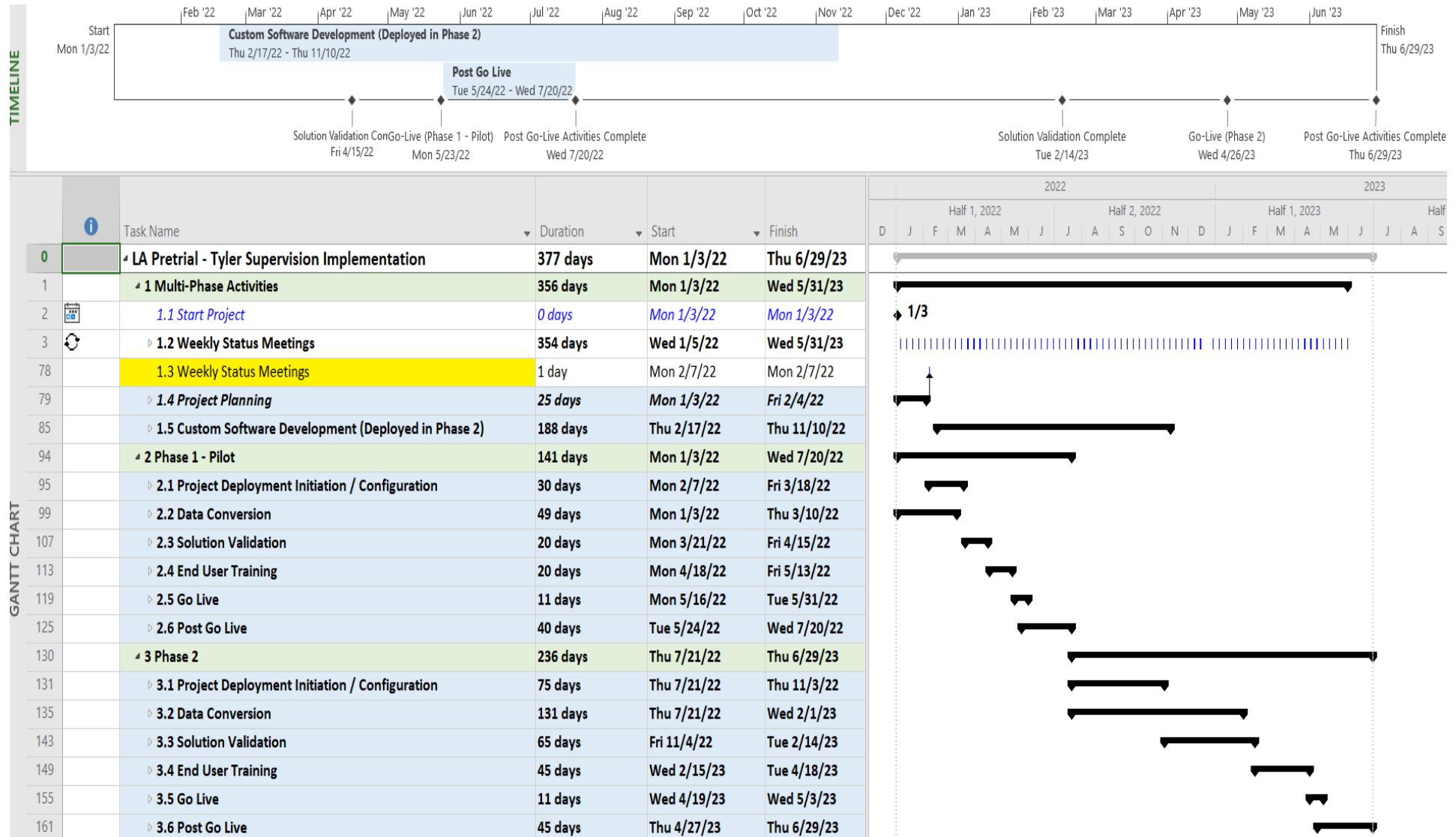


EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Tyler Technologies, Inc.,

Contractor Name

5101 Tennyson Parkway Plano, Texas 75024

Address

75-2303920

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 ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
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 ☒ No ☐

Rusty Smith, President Courts & Justice Division

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

EXHIBIT E

Page 1 of 2

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: David Grkinich

Title: Bureau Chief, Pretrial Services Bureau

Address: 9150 East Imperial Highway, Downey, CA 90242

Telephone: 562-940-2697

E-Mail Address: David.Grkinich@probation.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Venkat Atluri

Title: Project Manager

Address: 9150 East Imperial Highway, Downey, CA 90242

Telephone: 562-276-0509

E-Mail Address: Venkat.Atluri@probation.lacounty.gov

COUNTY CONTRACT MANAGER:

Name: Tasha Howard

Title: Director, Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29, Downey, CA 90242

Telephone: 562-940-2728

E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

COUNTY'S ADMINISTRATION

EXHIBIT E

Page 2 of 2

COUNTY CONTRACT MONITOR:

Name: Craig Norris

Title: Manager, Contract Monitoring

Address: 7639 South Painter Street, Whittier, CA 90602

Telephone: 562-907-3133

E-Mail Address: CRAIG.NORRIS@probation.lacounty.gov

Invoices to County shall be sent to the following:

Name: County of Los Angeles Probation Department

Title: Fiscal Unit

Address: 9150 East Imperial Highway, Room P-73
Downey, CA 90242

Insurance information to County shall be sent to the following:

Name: County of Los Angeles Probation Department

Title: Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29
Downey, CA 90242

Notices to County shall be sent to the following:

Name: Tasha Howard

Title: Director, Contracts & Grants Management Division

Address: 9150 East Imperial Highway, Room C-29, Downey, CA 90242

Telephone: 562-940-2728

E-Mail Address: LATASHA.HOWARD@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

Page 1 of 2

CONTRACTOR'S NAME: Tyler Technologies Inc.,

CONTRACT NO: _____

CONTRACTOR'S PROJECT DIRECTOR: _____

Name: Tim Allen

Title: Manager, Professional Services

Address: 5101 Tennyson Parkway
Plano, Texas 75024

Telephone: 972.713.3770 ext: 113661

E-Mail Address: tim.allen@tylertech.com

CONTRACTOR'S PROJECT MANAGER: _____

Name: Darrell Markham

Title: Project Manager

Address: 5101 Tennyson Parkway
Plano, Texas 75024

Telephone: 972.713.3770 ext: 651034

E-Mail Address: darrell.markham@tylertech.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Rusty Smith

Title: President Courts & Justice Division

Address: 5101 Tennyson Parkway
Plano, Texas 75024

Telephone: 800.966.6999

E-Mail Address: rusty.smith@tylertech.com

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

EXHIBIT F

Page 2 of 2

Notices to Contractor shall be sent to the following:

Name:	Tyler Technologies, Inc.
Title:	Chief Legal Officer
Address:	1 Tyler Drive
	Yarmouth, ME 04096
Telephone:	800.772.2260
E-Mail Address:	Abigail.diaz@tylertech.com

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Page 1 of 2

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

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 Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, subcontractors and independent contractors (collectively, 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 County Confidential Information, as defined under the Agreement, 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 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 of the foregoing described County Confidential 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 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

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Page 2 of 2

original materials produced, created, or provided to Contractor and Contractor's Staff that is considered confidential or sensitive information 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.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Jury Service OrdinanceTitle 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

Jury Service Ordinance

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

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

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Jury Service Ordinance**2.203.070. Exceptions.**

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

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

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



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?

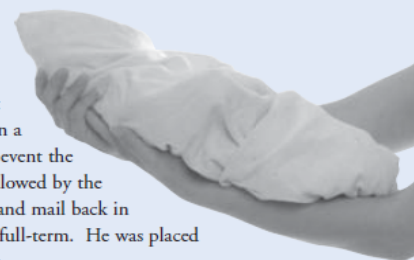
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

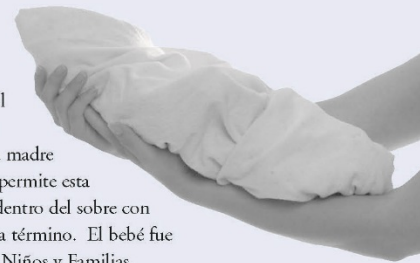
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.



INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

This Exhibit J (Information Security and Privacy Requirements Exhibit (together with all addenda attached hereto, the “Exhibit”) is attached to and forms a part of that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, 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 Tyler Technologies, Inc. (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

The County is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This 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 Agreement and maintained throughout the term of the Agreement. This Exhibit applies to County Information to which Contractor has access to, possession of, or custody or control over under the Agreement.

These requirements and procedures are a minimum standard and are in addition to the requirements of the Agreement and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) ensure that no Contractor activity exposes County to Threats and Risks to County systems and Information; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Agreement 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 Agreement, to immediately terminate the Agreement. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County. County Data as defined in the Agreement constitutes County Information for all purposes under this Exhibit.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** an actual unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of County Information that is in Contractor’s possession, custody, or control.
- 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:** Contractor's privacy program for meeting the applicable privacy requirements, and managing privacy risks, under the Agreement.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network, or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

County's right to review Contractor's Information Security Program is as described in Section 16.b. of this Exhibit.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

County's right to review Contractor's Privacy Program is as described in Section 16.b. of this Exhibit.

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 expressly permitted under this Agreement, 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 Licensed 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.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Agreement and as otherwise expressly permitted under the Agreement. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Agreement 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. Notwithstanding anything to the contrary in this section, Contractor and its personnel are free to use, disclose, and employ their general skills, knowhow, methods, techniques, or skills gained or learned during the course of the Agreement so long as they acquire and apply such information without unauthorized use or disclosure of County Information.

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. **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 five (5) business days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) business 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.
- b. **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 Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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 the following topics or their equivalent(s):

- 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 breaches of security.

County's right to review Contractor's annual training is as described in Section 16.b. of this Exhibit.

8. SUBCONTRACTORS

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. The terms of this Exhibit apply to all work provided by Contractor whether provided directly by Contractor or through Subcontractors. The Contractor shall be subject to the following terms and conditions: (i) each Subcontractor (other than Amazon Web Services Inc.) 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 Agreement including this Exhibit; and (ii) the Contractor shall be and remain fully responsible for the due and proper performance of all Contractor obligations under this Agreement.

Advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer is required prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-3 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 256 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

The Contractor shall store any County data in a secure government cloud environment in the USA as Agreement for Pretrial Services Assessment and Monitoring System and Related Services

applicable as is specified in Exhibit A (Statement of Work) and the Agreement, with any changes thereto requiring prior written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in accordance with industry standards and consistent with the manner prescribed in this section unless the Agreement 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 Agreement 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 Agreement 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 confirm the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction within thirty (30) days of termination or expiration of the Agreement. An attestation on company letterhead and certified documentation from a media destruction firm will be sent to the County's Project Director within thirty (30) days of the County's request. On termination or expiration of this Agreement, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder that would survive termination or expiration of the Agreement, if any).

11. INTENTIONALLY OMITTED

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 Agreement for Pretrial Services Assessment and Monitoring System and Related Services

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.

County's right to review Contractor's operational management, business continuity, and disaster recovery plans is as described in Section 16.b. of this Exhibit.

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 Agreement or otherwise expressly approved by the County Project Director 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.

County's right to review Contractor's formal procedures for access control is as described in Section 16.b. of Agreement for Pretrial Services Assessment and Monitoring System and Related Services

this Exhibit.

14. SECURITY AND PRIVACY INCIDENTS

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

- a. Promptly and expeditiously as possible and without undue delay, and in no event later than seventy-two (72) hours of detection of the Incident, notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information. All notifications shall be submitted via email and telephone. Sensitive data included in the email shall be encrypted.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Acting 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:

Zaven Buickians
Departmental Information Security Officer
9150 E. Imperial Hwy
Downey, CA 90242
562-619-2382
Zaven.Buickians@probation.lacounty.gov

- b. Include the following Information in all notices unless prohibited by applicable law:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide

Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies 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 unless prohibited by applicable law.

Notwithstanding any other provisions in this Agreement and Exhibit, and without limitation, regarding all Incidents involving County Information that is in Contractor's possession, custody, or control, and caused by the Contractor's negligence, errors, or lack of Information Security or privacy controls or provisions, Contractor shall be responsible for all corrective action and notifications as required by applicable law.

15. INTENTIONALLY OMITTED

16. AUDIT AND INSPECTION

- a. **Self-Audits.** Contractor agrees to conduct an annual Systems and Organizational Controls ("SOC") 2 Type II audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. A summary of the audit prepared by the third-party auditor, including but not limited to a high-level description of the strengths and weaknesses, and the Contractor's plan for addressing or resolving control deficiencies shall be shared with County's Chief Information Security Officer upon County's written request (email request is sufficient). The Contractor agrees to provide County with the current audit certifications upon request. Additionally, upon County's written request therefor, Contractor such provide to the County, documentation confirming Contractor's correction of control deficiencies, promptly upon Contractor's completion of the corrective measures.

Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

- b. **County Requested Review.** On the request of County not more often than annually, and in connection with an Incident, at its own expense, the County shall have the right to review the Contractor's security and privacy practices, services and/or systems storing or processing County Information, and overall compliance with this Exhibit through the process described in this section. The review shall be limited to the following: (i) County may require Contractor to complete one or more written questionnaires regarding Contractor's Information Security Program and Privacy Program; and (ii) interviews with Contractor's information security and privacy personnel, which may be conducted by video conference.

Such review 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 Contractor shall address deficiencies found during the review within reasonable timeframes.

Subject to Paragraph 11.0 (Confidentiality) of the Agreement, all information provided by Contractor hereunder shall be considered Contractor's Confidential Information and treated by County accordingly.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed the Agreement for Pretrial Services Assessment and Monitoring System and Related Services

Agreement.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Agreement, the Contractor agrees to indemnify, defend, and hold harmless the County Indemnitees from and against any and all third-party claims, demands liabilities, damages, judgments, awards, losses, costs and 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; and/or
- Any breach of Confidentiality, or Incident involving County Information that occurs on the Contractor's systems or networks.

Contractor's control over the defense, County's right to participate in the defense, and Contractor's ability to enter into settlements shall be in accordance with Subparagraph 20.1 (General Indemnification) of the Agreement.

EXHIBIT K – SERVICE LEVEL REQUIREMENTS

This Exhibit K (Service Level Requirements) to that certain Agreement for Pretrial Services Assessment and Monitoring System and Related Services, 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 Tyler Technologies, Inc. (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Agreement.

I. SCOPE OF SERVICES

Contractor shall provide Support Services and Hosting Services in accordance with the requirements set forth in the body of the Agreement, the applicable tasks of the Statement of Work, and this Exhibit K.

A. Definitions

1. *Attainment*: The percentage of time the Licensed Software is available during a calendar quarter. Attainment equals Service Availability less Downtime divided by Service Availability.
2. *Client Error Incident*: Any service unavailability resulting from County applications, content or equipment, or the negligent or malicious acts or omissions of any County Users or third-party providers over whom Contractor exercises no control, when such acts or omissions result in service unavailability.
3. *Downtime*: Those minutes during Service Availability, as defined below, when all Users cannot do any one of the following: launch, login, search or save primary data in the Licensed Software.
4. *Emergency Maintenance*: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Contractor and the County.
5. *Planned Downtime*: Downtime that occurs during a Standard Maintenance or Emergency Maintenance window.
6. *Remote Management Tools*: The suite of automated tools used by Contractor to monitor server(s) and the PSAMS Solution performance.
7. *Service Availability*: The total number of minutes in a calendar quarter that the Licensed Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, and Force Majeure.

8. *Standard Maintenance*: Routine maintenance to the Licensed Software and infrastructure.

B. Support Call Process

1. Support Call Channels

Contractor shall provide the following channels of Licensed Software support:

- a. Tyler Community – an on-line resource, Tyler Community provides a venue for County to collaborate with other Contractor clients with current maintenance agreements, share best practices and resources, and access documentation.
- b. On-line submission (portal) – for less urgent and functionality-based questions, County Users may create unlimited support incidents through the customer relationship management portal available at Contractor's website.
- c. Email – for less urgent situations, County Users may submit unlimited emails directly to Contractor's software support group.
- d. Telephone – for urgent or complex questions, County Users receive toll-free, unlimited telephone software support.

County Project Director or his/her designee will identify County staff authorized to access and initiate incident reports/service requests. County will notify Contractor in writing of all such authorized personnel.

2. Support Resources

Contractor shall provide the following additional resources to provide a comprehensive and complete support experience:

- a. Contractor's Website – www.tylertech.com – For accessing client tools and other information including support contact information.
- b. Tyler Community – Available through login, Tyler Community provides a venue for County and other Contractor clients to support one another and share best practices and resources.
- c. Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- d. Program Updates – where development activity is made available for client consumption in the form of release notes that are sent via email to the County.

3. **Support Availability**

Contractor support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) Pacific time. Contractor’s holiday schedule is outlined below. Other than as stated in this Section I.B.3, there will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Contractor shall provide after-hours support for Priority Level 1 (as defined below) incidents only. Upon receipt of a report of a Priority Level 1 incident that is determined to be a Defect, Contractor shall use commercially reasonable efforts to meet the resolution targets set forth below.

4. **Issue Tracking**

Every support incident is logged into Contractor’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident number is used to track and reference open issues when clients contact support. County may track incidents, using the incident number, through the portal at Contractor’s website or by calling Licensed Software support directly. Report on Defects and their resolution shall be available to the County in the Customer Relationship Management System.

5. **Incident Priority**

Each incident is assigned a priority level, which corresponds to the County’s needs and deadlines. County is responsible for reasonably setting the priority level of the incident per the chart below.

This chart is not intended to address every type of support incident. The goal is to help guide the County towards clearly understanding and communicating the importance of the issue or severity of the impact on the County’s ability to conduct business, and to describe generally expected responses and resolutions.

For example only, the County would reasonably set the priority level of incidents involving poor system performance or loss or corruption of data according to importance of the issue or severity of the impact on the County's ability to conduct business.

If a Defect is not resolved within the applicable resolution targets set forth below, in addition to other remedies available to County under this Exhibit K, County shall have the right to escalate the incident to the next more severe priority level.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the County's remote location; or (c) systemic loss of multiple essential system functions.	Contractor shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within one (1) business day.
2 High	Support incident that causes repeated, consistent failure of essential functionality affecting more than one User.	Contractor shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents or provide a viable circumvention procedure within ten (10) business days.
3 Medium	Priority Level 1 incident with an existing viable circumvention procedure, or a Priority Level 2 incident that affects only one User or for which there is an existing viable circumvention procedure.	Contractor shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Contractor shall use commercially reasonable efforts to resolve such support incidents without the need for a viable circumvention procedure with the next published maintenance update or service pack.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Contractor shall provide an initial response to Priority Level 4 incidents within two (2) business days. Contractor shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

6. Incident Resolution

- a. Contractor acknowledges that, as part of corrective measures to resolve a Defect, Contractor may be required to repair, replace, or reinstall all or any part of Licensed Software or Hosted Environment, or provide other material or update the Licensed Software or the Hosted Environment, to remedy such Defect.
- b. Contractor shall develop a viable circumvention procedure or a fix, if applicable, for Defects and maintain a sustained level of effort until such viable circumvention procedure or fix is available. Systems patched for a security problem or mitigated with a viable circumvention procedure must be tested for effectiveness of the implemented solution and the results of such tests shall be provided to County.
- c. The target for resolving each incident shall start tolling when County reports the incident to Contractor, or upon discovery of incident by Contractor, whichever occurs first.
- d. Contractor shall maintain ongoing communication with County regarding the status of correction of all incidents.
- e. County may contact Contractor personnel to inquire about the status of resolution of any incident.
- f. County will have appropriate resources available throughout the duration of each incident to provide reasonable cooperation and assistance to Contractor.

7. Incident Escalation

Contractor's Licensed Software support consists of four levels of personnel:

- (1) Level 1: front-line representatives

- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

Contractor will provide County with the contact information of the personnel positions identified above and will update such contact information as needed throughout the term of the Agreement. If County feels it is not receiving the service needed, County may contact the Software Support Manager for the Licensed Software to escalate the incident. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the County's needs.

On occasion, the priority or immediacy of a Licensed Software support incident may change after initiation. County may communicate any change in the level of urgency or priority of Licensed Software support incidents so that Contractor can respond appropriately according to this Exhibit.

A Licensed Software support incident can be escalated by any of the following methods:

- a. Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- b. Email – County can send an email to Licensed Software support in order to escalate the priority of an issue.
- c. On-line Support Incident Portal – County can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

8. Remote Support Tool

Some support calls require Contractor's access to a County user's work session to further analyze and solve the issue. Contractor will, at its discretion, use a mutually acceptable remote support tool. Support is able to quickly connect to the County's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Contractor uses is available upon request.

C. Revisions

1. Contractor shall without additional charge beyond the SaaS Fees provide Revisions to the Licensed Software (and related Documentation) to keep current with Contractor's technology and industry standards to include applicable enhancements and as provided to Contractor's general customer base.
2. Notwithstanding the foregoing, Contractor's obligation to provide Revisions to the Licensed Software to provide functionality to maintain the Licensed Software's compliance with applicable State laws, rules, and regulations (collectively, "Legislative Revisions") as a part of Support Services is as follows:
 - a. For each annual period during the term of the Agreement, Contractor's responsibility to provide State Legislative Revisions as part of Support Services is limited to the number of hours of analysis, post-release data migration, and testing services at the applicable Hourly Rates, equal to ten percent (10%) of the total fees paid for maintenance, support, and hosting by all of Contractor's customers within the State of California for Contractor's Tyler Supervision product during the such annual period.
 - b. For any annual period in which the applicable cap set forth in this Section I.C.2 is exceeded, Contractor shall notify County of the same. Thereafter, within five (5) business days of County's request, Contractor shall provide County with an accounting showing all Legislative Revisions provided during such annual period and Contractor's time spent on analysis, post-release data migration, and testing services.
 - c. Legislative Revisions exceeding the applicable annual cap set forth in this Section I.C.2 shall be treated as Optional Work, requiring a Change Order under and in accordance with the Agreement. Contractor shall allocate the cost to develop and implement such Legislative Revisions proportionately among the applicable customer base described in Section I.C.2.a. according to annual fees paid for maintenance, support, and hosting services, unless the parties mutually agree on another allocation method.
 - d. Contractor will use commercially reasonable efforts to implement Legislative Revisions within the time frames required by the applicable law, rule, or regulation, unless another time frame is agreed to by the parties in an applicable Change Order. Without limiting the foregoing, in any event Legislative Revisions will be included in the next version release.

- e. Contractor's Legislative Revision obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of County's internal business purposes disclosed to Contractor as of the Effective Date. For example, a change that requires the collection of a new data element in an existing workflow, would not be considered an expansion of scope, but a requirement for a completely new workflow may be considered an expansion of scope.
- 3. During the term of this Agreement, if either (a) Contractor or, following a Successor Event, Contractor's successor no longer supports the Licensed Software to the same level required by the Agreement and/or (b) the Licensed Software is displaced in Contractor's product line or, following a Successor Event, Contractor's successor's product line by another product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each a "Displaced/Renamed Product"), County shall be entitled to receive such Displaced/Renamed Product as a Revision. In the event County chooses to migrate to a Displaced/Renamed Product after seven years following the Effective Date, implementation of the Displaced/Renamed Product shall be treated as Optional Work. This Section I.C.3 is not intended to limit and shall not limit Contractor's obligation under Subparagraph 4.3.1 of the Agreement.
- 4. All work required to ensure that a Revision is Compatible with the then-current Licensed Software shall be provided by Contractor at no additional charge to County beyond the SaaS Fees. Notwithstanding the foregoing, in the event that Contractor must modify the technology used in system interfaces to account for updated state requirements, make security or reliability improvements, or replace technologies that are no longer supported in the industry, Contractor may propose changes that require the County to update the County technology that interfaces with the PSAMS Solution. In the event that such changes are proposed, Contractor and County shall collaborate on the updated specifications, testing, and implementation timeline.
- 5. Contractor shall offer to County each Revision, concurrently with or promptly after a Revision is released to its general customer base.
- 6. Contractor makes Revisions to the Licensed Software on a weekly basis. Such Revisions that include new product features will be released with the new product features disabled to allow County to test and enable the new product features in accordance with the County's discretion. The Revisions of the Licensed Software will include at least the functionality,

level, and quality of services that County previously received and shall continue to comply with all of the requirements of this Agreement. During the term of this Agreement, as part of Support Services, County shall receive access to all new Revisions of the Licensed Software that Contractor makes available to its other licensees without additional charge.

7. Contractor shall assign a new and unique version name or number to the Licensed Software should the Contractor determine that a Revision, accumulation of Revisions and/or major upgrade, enhancement, or modification to the Licensed Software are significant enough as to necessitate that assignment.
8. Contractor shall deliver the related Documentation for such Revision upon installation of such Revision by updating the online user manual.
9. Contractor shall support all Hosted Environments.
10. During the Agreement term, the Contractor shall not delete or disable a feature or functionality of the Licensed Software 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 replacement shall be at no additional cost to the County.
11. Except as stated herein regarding Legislative Revisions, Contractor's installation of such Revisions to the Licensed Software and provision of updated Documentation shall be at no additional cost to County beyond the SaaS Fees.

D. County Environment

1. As part of Support Services, the Licensed Software shall perform as warranted so long as the County maintains the Minimum System Requirements set forth in this Agreement.
2. Prior to the installation of Revisions or installation of New Software Contractor shall test the Compatibility in the QA Environment (as defined in the Statement of Work) to validate and demonstrate the viability of the change/enhancement with all impacted County Environment components and Revision/New Software.
3. Contractor may revise the minimum PC hardware, software and/or network configuration requirements then specified (or then deemed to be specified) in the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) as required to ensure Compatibility with new Revisions.

- a. Such minimum hardware, software, and network configuration requirements shall be limited to those that are:
 - i. Required to ensure Compatibility with the new Revisions.
 - ii. Consistent with mainstream personal computer hardware and software.
 - 1. In the case of hardware, widely available from a variety of manufacturers no less than two (2) years prior to the date of recommendation and capable of running the then-current version of Microsoft Windows.
 - 2. In the case of software, widely available no less than one (1) year prior to the date of recommendation.
- b. Upon revision in accordance with Section I.D.3.a., updates to minimum hardware, software, and/or network configuration requirements shall be deemed to update the Exhibit A.28 (Minimum System Requirements) to Exhibit A (Statement of Work) for all purposes under the Agreement.
- c. For the sake of clarity, County shall bear the cost of purchasing any minimum hardware, software and/or network configuration requirements required to ensure Compatibility with a new Version, as such minimum requirements are revised by Contractor in accordance with this section.

II. HOSTING SERVICES

A. General

- 1. As a part of Hosting Services, Contractor shall provide and maintain the Hosted Environments and shall provide all other goods and services necessary to host the Licensed Software in accordance with the Agreement.
- 2. Contractor shall use industry recognized Remote Management Tools to actively monitor the PSAMS Solution, including server and application performance indicators.
- 3. County from time to time may request that Contractor evaluate and report PSAMS Solution performance relating to the agreed upon warranties set forth in Section IV of this Exhibit K. Contractor shall so evaluate and report on the performance of the PSAMS Solution in accordance with a monitoring plan mutually agreed upon between County Project Manager and Contractor Project Manager about County's request.

B. Maintenance Notifications

1. Contractor shall perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Contractor shall provide advance notice of those windows and will coordinate to the greatest extent possible with County.
2. Not all maintenance activities will cause application unavailability. However, if Contractor anticipates that activities during a Standard or Emergency Maintenance window may make the Licensed Software unavailable, Contractor will provide advance notice, as reasonably practicable that the Licensed Software will be unavailable during the maintenance window.

C. System Backup and Disaster Recovery

1. Contractor shall maintain and keep current the Disaster Recovery Plan approved by County under the Statement of Work.
2. Contractor shall provide disaster recovery services in accordance with such Disaster Recovery Plan that ensures compliance with this Exhibit K and the Specifications. Disaster tests are to be performed minimally once a year, or as requested by County and agreed to by Contractor, but not to exceed twice a year.

III. CHANGE MANAGEMENT

Contractor shall follow the change management process approved by County under the SOW to manage all changes to PSAMS Solution and Hosted Environment.

IV. ADDITIONAL WARRANTIES

Contractor represents, warrants, covenants, and agrees that for so long as Contractor is obligated to provide Support Services and Hosting Services in accordance with the terms hereof and in the Agreement, the Licensed Software as operated on the Hosted Environment in live production shall meet each of the performance requirements specified below:

1. System Availability Warranty

a. County Responsibilities

Whenever County experiences Downtime, County must make a support call according to the procedures outlined in the Support Call Process. County will receive a support case number.

b. Contractor Responsibilities

When Contractor's support team receives a report from County (or otherwise discovers) that Downtime has occurred or is occurring, Contractor shall work with County to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, or Force Majeure). Contractor shall also work with County to resume normal operations.

c. County Relief

Contractor's targeted Attainment goal is 100%. In the event quarterly Attainment does not meet the targeted Attainment goal, County relief in the form of credit based on a percentage of the SaaS Fees payable during the calendar quarter will apply as follows:

Actual Attainment	County Relief
99.99% - 99.90%	Remedial action will be taken
99.89% - 99.50%	2%
99.49% - 99.00%	4%
98.99% - 98.50%	6%
98.49% - 98.00%	8%
97.99% - 97.50%	10%
97.49% - 97.00%	12%
96.99% - 96.50%	14%
96.49% - 96.00%	16%
95.99% - 95.50%	18%
95.49% - 95.00%	20%

In order to receive relief credits, County must submit a request through one of the channels listed in Contractor's Support Call Process described in Section I.B. of this Exhibit K within sixty (60) days of the end of the applicable quarter. Contractor shall respond to County's relief request within thirty (30) day(s) of receipt.

The total credits confirmed by Contractor will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Pretrial Services Assessment and Monitoring System and Related Services Agreement

Contractor of its obligations under the Agreement to correct the problem which created the service interruption.

d. **System Backup and Disaster Recovery Obligations**

The Attainment warranty does not relieve Contractor from its obligations as specified in Section II.C. of this Exhibit K. Failure by Contractor to meet its obligations as specified under Section II.C. of this Exhibit K may also be considered Downtime against which Attainment will be measured.

2. System Response Time Warranty

Successful implementation of PSAMS Solution requires that the Users experience the software application as responsive, moving from screen to screen and responding to user input without noticeable lag for routine functions, including but not limited to, retrieving records by a unique identifier, entering data, and navigating from field to field or from screen to screen.

In the event that Users experience unacceptable system performance, the County shall log a support incident, assigning priority level in accordance with this Exhibit K.

V. Force Majeure

County will not hold Contractor responsible for not meeting service levels outlined in this Exhibit K to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Contractor must file with County a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting Contractor's request for relief pursuant to this section. County will not unreasonably withhold its acceptance of such a request.

CONFIDENTIALITY OF CORI

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 Project Manager within five (5) business days of start of employment

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION
SERVICES SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

**CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT & EMPLOYEE/VOLUNTEER
STATEMENT**

Please see attached CLETS Private Contractor Management Control Agreement & Employee/Volunteer Statement.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Los Angeles County Probation Department

(Public law enforcement/criminal justice agency)

CA091023G County wide upgrade

(ORI)

to Tyler Technologies, Inc.,

(Private Contractor)

to perform Cloud hosting the PSAMS and related

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date



CLETS EMPLOYEE/VOLUNTEER STATEMENT

Use of information from the California Law Enforcement Telecommunications System (CLETS) and the Department of Motor Vehicles record information

As an employee/volunteer of Tyler Technologies, Inc., you may have access to confidential criminal records, the Department of Motor Vehicle records or other criminal justice information, much of which is controlled by statute. All information from the CLETS is based on the "need-to-know" and the "right-to-know" basis. The misuse of such information may adversely affect an individual's civil rights and violates the law and/or CLETS policies.

Penal Code (PC) section 502 prescribes the penalties relating to computer crimes. PC sections 11105 and 13300 identify who has access to state and local summary criminal history information and under which circumstances it may be released. PC sections 11141-11143 and 13302-13304 prescribe penalties for misuse of state and local summary criminal history information. Government Code section 6200 prescribes the felony penalties for misuse of public records and information from the CLETS. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of the Department of Motor Vehicle record information.

Penal Code sections 11142 and 13303 state:

"Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor."

Any employee/volunteer who is responsible for the CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL INFORMATION FROM THE CLETS.

Signature

Print Name

Date

SPECIFIED CONTRACTOR ROLES

Professional Services [9 Staff]:

Project Director (Executive Sponsor)

Project Manager

Implementation Consultant

Trainer

Software Engineering [16 Staff]:

Data Engineer/Consultant

Product Development [3 Staff]:

Developer

Software Support [9 Staff]:

Support Specialist

Support Manager



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

Exhibit P

Page 1 of 3



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: CA Driver's License or Identification Card)

CONTRACT BACKGROUND APPLICATION

BTS# _____

CONTRACTOR NAME _____

POSITION _____

1. LAST NAME		FIRST NAME	MIDDLE NAME	2. Social Security Number	
3. RESIDENCE – Street and Number			City and Zip Code		
4. Since (date)	5. Email Address		6. Telephone		
7. Date Residence Established in California and L.A. County				8. BIRTHDATE	
9. DRIVER'S LICENSE (OPERATORS OR CHAUFFEURS LICENSE SERIAL NUMBER)			10. Expiration Date		

11. Have you, as a juvenile or adult, ever been convicted, fined, imprisoned, arrested, or placed on probation or a suspended sentence, or have you forfeited bail in connection with any offense (misdemeanor or felony) in any criminal, civil or military court of law on or after your 15 th birthday? (Include any current investigations or pending charges).					
	yes	_____	No	_____	
12.	Do you have any felony convictions within the past ten (10) years?		Yes	_____	No _____
13.	Have you been convicted for use/possession or admitted to use /possession of any controlled substance within the past five (5) years?		Yes	_____	No _____
14.	Do you have any convictions with elements of violence (assault, battery, mayhem, etc.) within the past five (5) years?		Yes	_____	No _____
15.	Do you have any convictions relating to the use of weapons?		Yes	_____	No _____
16.	Do you have any convictions or admissions for theft?		Yes	_____	No _____
17.	Do you have any convictions or admissions for falsification of public records, including employment records?		Yes	_____	No _____
18.	Have you ever been convicted for crimes against property within the past two (2) years?		Yes	_____	No _____
19.	Have you ever been convicted for any sex crimes?		Yes	_____	No _____
20.	Have you ever been convicted for crimes against children?		Yes	_____	No _____
21.	Are you presently on probation, formal or informal, or diversion? (Must be off probation at least one [1] year prior to completion of application)		Yes	_____	No _____
22.	Do you have more than five (5) vehicle code citations/moving violations, convictions, or at fault accidents within the past five (5) years?		Yes	_____	No _____
23.	Have you ever been convicted of Driving Under the Influence (DUI)? (No more than one [1] in the past five [5] years?)		Yes	_____	No _____
24.	Do you have any outstanding failures to appear?		Yes	_____	No _____
25.	Have you been convicted for any hit and run accidents within the past five (5) years?		Yes	_____	No _____
If "Yes," give the following information for each offense: If additional space is needed, please attach a separate page.					

Age at Time of Action	Date	Police Department or Court	Charge	Disposition

26. Have you ever been convicted of a crime under a different name? If so, please list

27. Have you ever been discharged or asked to resign? If yes, include employer name, address, contact number and date of occurrence.

28. ALL STATEMENTS MADE HEREIN BY ME ARE TRUE TO THE BEST OF MY KNOWLEDGE. FAILURE TO DISCLOSE OR FALSIFY ANY INFORMATION MAY RESULT IN DISQUALIFICATION.

Signature of Applicant

Date

29. Check the work function that best describes the type of work you will perform.

☐ **Work Function #1**

Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).

☐ **Work Function #2**

Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).

☐ **Work Function #3**

Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).

☐ **Work Function #4**

Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.)

☐ **Work Function #5**

Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).

☐ **Work Function #6**

Access to Confidential or Classified Information, Including Criminal Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).

☐ **Work Function #7**

Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.)

REVIEWED BY -

SIGNATURE

TITLE

DEPARTMENT

DATE

PLEASE TYPEWRITE OR PRINT IN BLACK INK

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PROBATION

DEPT'S. NO. 640

XXXXXXXX, 2021

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 HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2021-22

4 - VOTES

SOURCES

GENERAL FUND
A01-3052
COMMITTED FOR IT ENHANCEMENTS
DECREASE OBLIGATED FUND BALANCE

1,847,000

USES

PROBATION - FIELD SERVICES
A01-2000-17000-17300
SERVICES AND SUPPLIES
INCREASE APPROPRIATION

1,847,000

SOURCES TOTAL: \$ 1,847,000

USES TOTAL: \$ 1,847,000

JUSTIFICATION

Reflects the cancellation of obligated fund balance Committed for IT Enhancements needed to implement the Probation Department's Pretrial Services Assessment and Monitoring System (PSAMS).

AUTHORIZED SIGNATURE GINA M. BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY _____

B.A. NO. _____

20

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

20



DRAFT

CIO

ANALYSIS

Attachment III

BOARD AGENDA DATE:

12/7/2021

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

CONTRACT TYPE:

☒ New Contract

☒ Sole Source

☐ Amendment to Contract #:

SUMMARY:

Description: The Los Angeles County Probation Department (Probation) is requesting Board of Supervisors (Board) approval to execute a new Sole Source Contract with Tyler Technologies, Inc. (Tyler) to deliver a Pretrial Services Assessment and Monitoring System (PSAMS). The Probation will procure Tyler Supervision solution and implement PSAMS as a fully supported and managed cloud-based public safety case management system. The Probation's Pretrial Services Bureau currently uses two dated, limited functionalities, expensive, and complex to maintain systems. These systems operate on an obsolescent technical platform, are not flexible and easily adaptable to support current and future business requirements, and do not comply with modern auditing and security standards. The proposed Contract Term is five (5) years with three (3) 2-year option terms, for an aggregate term of eleven (11) years. On September 10, 2020, pursuant to Board Policy 5.100, the Probation provided the Board with advance notification of its intent to enter negotiations for a Sole Source Contract with Tyler.

The Probation also requests delegated authority to execute amendments to exercise option terms, provided that County Counsel approval is obtained, reviewed by the Chief Information Officer (CIO), and notified the Board and the Chief Executive Officer (CEO).

Also, requesting a delegated authority to execute change notices and amendments to make any other necessary changes that do not materially alter any contract's term or condition and

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

execute change orders and amendments for additional work for system enhancements and customizations.

Additionally, The Probation requests delegated authority to terminate the Contract as necessary and execute amendments to make changes:

1. The contract's terms and conditions are mandated by federal, state, or local law or regulation or as required by the Board and/or CEO;
2. Internally reallocate funds between budget pools within the contract;
3. Approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership; and,
4. Make changes to the Statement of Work (SOW) as operationally necessary.

Provided that County Counsel approval is obtained and reviewed by the CIO as applicable for these actions.

Finally, requesting approval to transfer one-time funding of \$1,847,000 from the Committed for Information Technology (IT), commonly known as IT Legacy Modernization funding, to the Probation's Fiscal Year 2021-22 services and supplies appropriation to implement PSAMS.

Contract Amount: maximum contract sum is not to exceed \$7,157,257 for the entire Contract Term.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Tyler Implementation Services ¹	\$ 1,346,457
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Ongoing annual costs:

Software as a Service (SaaS) Fees ²	\$ 4,736,800
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Initial Term (Year 1 thru 5)	\$ 1,782,400
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First Option Term (Year 6 and 7)	\$ 908,800
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Second Option Term (Year 8 and 9)	\$ 982,800
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Third Option Term (Year 10 and 11)	\$ 1,062,800
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Additional Work - Pool Dollars ³	\$ 1,074,000
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Sub-total Contract Costs (1+2+3)⁴:	\$ 7,157,257
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Other County costs:

One-time costs:

Internal Services Department (ISD) Services.....	\$ 80,543
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Contract Project Management Services.....	\$ 420,000
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Sub-total County costs⁵:	\$ 500,543
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Total one-time costs (1+5):.....	\$ 1,847,000
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Total ongoing annual costs (2):.....	\$ 4,736,800
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Total Project costs (4+5)⁶:	\$ 7,657,800
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Notes:

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

- ¹ THE \$1,346,457 IS A ONE-TIME CONTRACT COST (ESTIMATED 18 MONTHS PROJECT). IT INCLUDES A COST OF FIXED-PRICE DELIVERABLES TOTALING \$507,957 AND DELIVERABLES CHARGED BY THE HOUR NOT-TO-EXCEED \$838,500. THERE IS A 15% HOLDBACK FOR PHASE I AND PHASE II AND WILL BE PAID TO TYLER AFTER THE FINAL ACCEPTANCE OF PHASE I AND PHASE II.
- ² THE \$4,736,800 IS THE CONTRACT'S ONGOING ANNUAL COSTS FOR SAAS FEES FOR THE ELEVEN-YEAR TERMS WHICH INCLUDE \$1,782,400 FOR INITIAL TERM, \$908,800 FOR FIRST OPTION TERM, \$982,800 FOR SECOND OPTION TERM, AND \$1,062,800 FOR THIRD OPTION TERM. STARTING YEAR 4, THE SAAS FEES WILL INCREASE BY 4% ANNUALLY. THE SAAS FEES WILL BE PAID QUARTERLY IN ARREARS ACCORDING TO SCHEDULE B.3 OF EXHIBIT B-PRICING SCHEDULE.
- ³ THE \$1,074,000 IS THE AVAILABLE POOL DOLLARS FOR ADDITIONAL WORK NEEDED TO PROCURE ADDITIONAL SOFTWARE LICENSING AND PROFESSIONAL SERVICES FOR ADDITIONAL FUNCTIONALITIES AND SYSTEM INTERFACES FOR THE TERM OF THE CONTRACT.
- ⁴ THE MAXIMUM CONTRACT COST INCLUDES ALL APPLICABLE TAXES AND POOL DOLLARS AND IS NOT TO EXCEED \$7,157,257. THE COST INCLUDES \$1,346,457 FOR FIXED-PRICE AND HOURLY RATE NOT-TO-EXCEED DELIVERABLES IMPLEMENTATION SERVICES, \$4,736,800 FOR ELEVEN YEARS SAAS FEES, AND \$1,074,000 FOR POOL DOLLARS TO COVER COSTS FOR OPTIONAL WORKS.
- ⁵ THE \$500,543 IS THE ONE-TIME TOTAL OTHER COUNTY COSTS WHICH INCLUDES A ONE-TIME COST FOR ISD SERVICES NEEDED FOR DATA CONVERSION/MIGRATION FOR THE MAINFRAME SYSTEM OF \$80,543, AND A COST TO HIRE A PROJECT MANAGER OF \$420,000 FOR THE IMPLEMENTATION.
- ⁶ THE \$7,657,800 IS THE TOTAL PROJECT COST TO IMPLEMENT PSAMS. IT INCLUDES \$7,157,257 FOR TYLER'S ELEVEN-YEAR CONTRACT TERM AND \$500,543 ONE-TIME COST OF ISD SERVICES AND CONTRACT PROJECT MANAGEMENT NEEDS. THE PROJECT IS FULLY FUNDED BY THE ONE-TIME APPROVED INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUND, AND THE ONGOING COST WILL BE FUNDED BY THE DEPARTMENT OPERATING BUDGET.

ANALYSIS, RISKS, AND RECOMMENDATIONS:

1. **Quality, Cost, and Schedule:** As with any system implementation project, there are risks related to quality, cost, and schedule. To address the sole source issue, the Probation worked closely with the Office of the Chief Information Officer (OCIO) and County Counsel to review its requirements, conduct an extensive market analysis of available products and determine that Tyler Supervision was the best available solution. The Probation mitigated the quality risks by implementing the project in a phased approach and defined appropriate deliverable acceptance criteria for a project at this level of complexity. The Contract also outlined additional protections for the County, including 15% holdbacks for each deliverable, required dedicated Contractor Project Manager, privacy/network cyber insurance, continuous product support, and a defined dispute resolution procedure. The cost risk has been mitigated by making this a fixed-price and hourly rate not-to-exceed deliverables contract. The Probation and Tyler will need to jointly address the project schedule risks by developing a comprehensive project implementation schedule as part of the required Project Control Document.
2. **Statement of Work:** Although the SOW detailed the current system workflows, it does not specify the essential business process flows of the Probation's Pretrial Services Bureau (PSB) for PSAMS. The County Project Manager must work closely with the business subject matter experts and Tyler during the user experience design phase to ensure PSAMS will design and implement to meet the needs. Because two deliverables are based on hourly rate not-to-

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

exceed cost, the County Project Manager must closely monitor and control the project scope, activities, and deliverables to ensure that the project timelines and budget are not impacted.

3. **Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget, closely monitor project progress and review the resource changes and decline as a regular topic in the steering committee meeting. The Probation should consider the County's Deputy Chief Information Officer assigned to the governance structure. The Probation has identified a dedicated County Project Manager to work with the Contractor Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance. The County Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Probation resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on the single point of failure. The County Project Manager and Governance team must review key resources in the project and their dependencies. The Contractor should identify primary and secondary backup resource options and discuss and seek the County approval to timely replace any key resources from the project.
4. **Project Execution and Timelines:** Depending on the response to the California Department of Justice's decision of the California Law Enforcement System Telecommunication System (CLETS) application, the project timeline may impact. The migration plan must contain detailed business rules and decisions to develop the necessary logic to extract, transform, and load multiple legacy systems' data into PSAMS. The Probation must also work with Tyler to create detailed training and deployment plans. The plans must include training and engaging superusers at the user acceptance testing phase and deploying them to each location for onsite user support during and post-implementation.
5. **System Interfaces and Integrations:** The Probation is planned to interface PSAMS with the Sheriff's Automated Jail Inmate System and the Superior Court's Odyssey system. Commonly, interfaces are not well-documented, and new hardware/software platforms may require redesigning these system interfaces and/or configuration changes. The Probation must conduct due diligence during the project business requirements and design phases to mitigate any subsequent challenges. The County Project Manager must closely work with Tyler to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed internal and external technical resources. Also, the County Project Manager should plan and secure necessary external and internal resources to complete end-to-end integration testing and closely coordinate these activities.
6. **Data Migration/Conversion Plan:** The Probation plans to migrate data from three dated, disparate, and different system platforms into PSAMS. The Probation must work closely with business subject matter experts and Tyler to define a detailed data migration plan to convert the matched cases and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities in Phase II that involve

APPROVAL OF SOLE SOURCE CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR A PRETRIAL SERVICES ASSESSMENT AND MONITORING SYSTEM

subject matter experts to validate and ensure the converted and migrated data will not impact the existing cases in use.

7. **User Training:** PSAMS will be the core Pretrial Case Management System implemented in modern technology and platform for department use. The Probation's PSB business practice will need to adjust, and user adoption is critical to implement PSAMS successfully. The Probation should consider working with Tyler to develop interactive online training courses for the various user roles and deliver training courses through the County LearningNet. It will eliminate the need for in-class instructors and manually monitor and track employee attendance. It will also allow the training courses available on-demand for existing employees and new onboarding employees.
8. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
9. **Information Security:** The County's Information Security Officer (CISO) has reviewed the Contract and determines the project as a low-security risk. Given the pending approval of the PSAMS CLETS application, this critical path item and dependency of an application turnaround time of 6-9 months is a potential high-risk factor. The CISO has recommended ongoing security practices and standards and communicated them to Probation's Information Security Officer. The CISO also provided Probation with the latest approved Information Security language for inclusion into the Contract.
 - a. The Contract includes Cyber Liability Insurance Coverage with limits of \$15,000,000 per occurrence and in the aggregate during Contract Term. It covers network security liability, privacy liability, technology professional liability (errors and omissions), and various system breaches (e.g., denial of service, malicious software code, and unauthorized access). The 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.

PREPARED BY:

THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER

DATE

SOLE SOURCE CHECKLIST

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.
	➤ 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. Bail reform is underway in California through a combination of case law, legislation, and judicial policymaking. Due to outdated technology and limited functionality, the case management systems that support Probation’s pretrial operations today cannot adapt to fast-changing business requirements. In addition, the Department’s strategy calls for increased transparency, making data available to oversight bodies and the public. Current systems cannot produce the real-time data to meet these needs.
	➤ 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. It is in the County’s financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services due to high maintenance costs. Doing so will save approximately \$5,600,000 over eleven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Chief Executive Office

Date



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



RAY LEYVA
Interim Chief Probation Officer

September 10, 2020

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:

SUBJECT

This letter provides advance notification to the Board in accordance with Board Policy 5.100 that the Probation Department (Department) intends to enter negotiations for a Sole Source Contract (Contract) with Tyler Technologies to provide a Pretrial Services Assessment and Monitoring System (PSAMS) using its Tyler Supervision technology platform.

BACKGROUND

The Probation Pretrial Services Bureau relies on two outdated, expensive, inflexible systems for workflow, information support, and record keeping. The mainframe-based Own Recognizance Management System (ORMS) and the FoxPro-based Pretrial+ system operate on technology that is decades old, difficult to maintain, and not readily modified to support new changing business requirements. With these limitations, Probation is ill prepared for bail reform as it comes to California through a combination of case law, legislation, and judicial policymaking. The final rules and guidelines for bail and pretrial release are unknown, but the direction from legislative, political, community, and judicial sources is to use a risk and needs based approach.

The case *In re Kenneth Humphrey*, and Senate Bill 10 (SB 10), *Pretrial release or detention: pretrial services*, the latter of which would eliminate money bail and is pending a voter referendum on November 3, 2020, highlight the direction of change coming and the uncertainty around the details of bail reform in California.

On March 8, 2017, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Hilda Solis to advance pretrial and bail reform in the County of Los Angeles.

On June 19, 2018, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Mark Ridley-Thomas to direct the Chief Executive Office to prepare and submit a 5-signature letter to the Governor, Senator Bob Hertzberg, and the County's legislative delegation in support of SB 10, and request amendments that would help further align SB 10 to the County's needs, including necessary funding and local control relating to the reform and implementation of the County's pretrial release system.

On August 28, 2018, SB 10 was signed into law. A referendum to overturn SB 10 qualified for the November 2020 ballot, after being certified by the Secretary of State on January 16, 2019. Qualification of the referendum has the effect of staying SB 10, and the referendum will appear on the November ballot as Proposition 25.

On August 4, 2020, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Hilda Solis to direct the Chief Executive Officer, to report back to the Board in 270 days, and quarterly thereafter, with specific data related to pretrial services, including risk assessments, pretrial release, outcomes, and assistance provided to those released pretrial.

On August 4, 2020, the Board of Supervisors unanimously adopted a motion coauthored by Supervisors Sheila Kuehl and Mark Ridley Thomas on the Creation of a Criminal Justice Data Sharing Initiative in Los Angeles County to advance collecting, analyzing and publishing data about the justice-impacted population.

These actions underscore the need for a modern, flexible pretrial data system with strong data integration and reporting capabilities. The current systems cannot meet this urgent need.

SOLE SOURCE JUSTIFICATION

If Proposition 25 passes in November 2020, Pretrial Services expects its workload to increase dramatically from the 60,793 assessments and investigations conducted in 2019-2020. Whether or not Proposition 25 passes, it is expected that Pretrial Services will need to adapt rapidly to new policy requirements as the bail reform movement evolves, including the possible implementation of SB 10 in early 2021. The Department's mainframe-based ORMS system and FoxPro-based Pretrial+ system cannot rapidly adapt to fast-changing business requirements.

For example, a recent required change to ORMS took over six months to develop at a cost of about \$225,000. To reduce technical risk and establish a flexible platform that will support timely system changes driven by court cases, legislation, and policymaking, Probation must urgently replace its outdated and inflexible Pretrial platforms.

To meet the needs for a modern, adaptable system that can meet the demands of increased workload, shifting requirements, and data reporting, the Department intends

to negotiate an agreement with Tyler Technologies for its web-based Tyler Supervision system, formerly known as CaseloadPro, as the PSAMS.

PSAMS will provide a modern, flexible system that addresses current needs and provides support for the business processes and data requirements changes resulting from bail reform. It will provide a variety of standard reports and custom reporting capability to manage operations and report on outcomes.

With a modern user interface and case management design, and consolidation of multiple systems for Pretrial Services, PSAMS will improve efficiency over the existing outdated mainframe and FoxPro systems. An additional important benefit is support for workforce mobility and continuity of operations with secure access to the system from anywhere with internet connectivity.

PSAMS will be implemented as a secure, cloud-hosted, web-based system provided by Tyler Technologies. Tyler Technologies will integrate PSAMS with systems operated by the Los Angeles Superior Court (LASC) and the Sheriff's Department (LASD) to efficiently handle pretrial case work. With their deep experience in providing case management systems for LASC and nine California county pretrial services agencies, Tyler is in a unique position to connect its Tyler Supervision product to its Odyssey court case management system, which is being implemented at LASC, and leverage its existing interface capabilities to connect with LASD systems. This approach to meeting the Department's urgent need for a modern pretrial system will reduce duplicate data entry, speed implementation, improve efficiency, and reduce risk.

Alternatives and impact of not implementing PSAMS:

- a. Development of a custom application for interim needs:** It will take at least two years to develop an interim custom application, requiring hiring contractors for development, since the Department does not have the necessary resources and skill sets. Such a project would carry significant risk of failure due to the uncertainty of acquiring effective contractors. A new custom application would be challenging to integrate and difficult to support and maintain without the proper resources.
- b. Manual option, manual processes, paperwork, and non-compliance:** This is not a viable option since it is inefficient, with significant costs of \$900,000 just maintaining the existing systems. The majority of pretrial caseload management is currently done manually, including, investigation review and processing delivering reports to the court and attorneys. With the increased workload and new processes, requirements under bail reform will be significantly more challenging to meet.
- c. Time Constraints:** If Proposition 25 is approved on November 3, 2020, then SB 10 will become effective on January 1, 2021. In that event, Pretrial Services will significantly expand its workload, staffing, and supervised release resources in an extremely short timeframe to meet the mandates of the law. In addition, with the August 4, 2020, Board of Supervisors actions to create an initiative for *Data*

Collection to Support Pretrial Reform in Los Angeles County and for the Creation of a Criminal Justice Data Sharing Initiative, a modern, flexible, unified system for Pretrial Services will facilitate collection and sharing of information in accordance with the Board's direction. The original design scope for ORMS was for investigations only. With the mandated integration of pretrial supervision, a more contemporary case management platform with pretrial supervision already developed, tested, and ready for use with minimal additional business requirements is critical to meet these needs. Tyler Technologies has such a product in place today and has the resources to deliver the product within the shortest amount of time.

- d. **Costs:** The operational costs to modify, extract statistical data, and maintain our existing mainframe and FoxPro-based Pretrial systems is approximately \$900,000 and is expected to increase significantly. Tyler's web-based solution will offer lower annual costs, while better supporting the workflow and data needs of Pretrial Services.
- e. **Mainframe support and programmers:** Support for IBM mainframe systems is increasing challenging. It is difficult to maintain staffing of skilled programmers and technicians. Trying to maintain our current systems, even for an as-is level of functionality, will become even more expensive.

Tyler Supervision, formerly known as CaseloadPRO, is a cloud-hosted web-based caseload management system used in nine California counties as their case management platform in Pretrial Services. In March 2016, the Butte County Probation Department posted a *Request for Proposals for a Criminal Justice Case Management System and Related Support Services*. Pursuant to the Request for Proposals (RFP), Butte County awarded a contract to CaseloadPRO, L.P. Sutter and Alameda Counties leveraged Butte County's agreement to procure CaseloadPRO. Thus, Tyler Technologies has a deep familiarity with Probation Departments across California with demonstrated implementation success.

Maintenance costs for the current outdated systems are high, and it is in the County's financial interest to move quickly to acquire and implement Tyler Supervision for Pretrial Services. Doing so will save more than \$2,000,000 over seven years, align with the County goal of shared information and collaborative data systems, and position the Probation Department with a flexible platform that can adapt to changes in local policies and state laws.

Integration between information technology systems can be complex, time consuming, and risky. To maximize efficiency, PSAMS must be able to deliver important client information to criminal justice system stakeholders and must be able to track the outcomes of court proceedings to terminate or adjust service delivery. LASC is implementing Tyler Technologies software for its court management system, which puts Tyler in a unique position to expeditiously deliver integration between that system and PSAMS. In addition, to support the recent Los Angeles County Board of Supervisors

actions regarding data collection to support pretrial reform and criminal justice data sharing, the Tyler Supervision system will allow the Pretrial Services Bureau to offer selected data points of information from its cloud-based platform via web services.

FISCAL IMPACT/FINANCING

The proposed contract with Tyler will provide services under a seven (7) year contract term with three (3) optional one-year extensions. The cost of the agreement is estimated at \$3,500,000 for the seven-year term, which includes an estimated \$800,000 for implementation and \$2,700,000 in licensing, maintenance, and support.

Today Probation is spending approximately \$900,000 per year to maintain pretrial systems, and those costs are expected to escalate due to the outdated technology. Probation estimates saving over \$2,000,000 over the 7-year initial contract term. The Department has earmarked SB 678 funds to pay for the system implementation.

CONCLUSION

Pursuant to Board policy, the Department will proceed with sole source negotiations in four weeks, unless otherwise instructed by the Board. If you have any questions or require additional information, please contact me, or your staff may contact Reaver Bingham, Chief Deputy at (562) 940-2513.

Sincerely,



RAY LEYVA
Interim Chief Probation Officer

RL:RB:DG:va

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

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2021-2022 Final Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2021-2022 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> Implementation of Final Adopted Budget allocations which were approved in-concept by the Board on October 5, 2021 Deletion of one (1) non-represented classification: <ul style="list-style-type: none"> ➤ Chief Financial Officer, Health Services (4560) 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov	



**CEO DECEMBER 7, 2021
FISCAL YEAR 2021-2022
FINAL ADOPTED
BUDGET LETTER SUMMARY**

CEO Classification Contact Information

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

- Deletion of one non-represented classification:
 1. Chief Financial Officer, Health Services (4560)



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

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

December 7, 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:

COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2021-2022 FINAL ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions related to the approval of the Fiscal Year (FY) 2021-2022 Final Adopted Budget, as well as provide technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. This letter and accompanying ordinance will also update the departmental staffing provisions by deleting one (1) non-represented classification.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2021-2022 Final Adopted Budget and to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.
2. Approve in the Classification Plan the deletion of one (1) vacant non-represented classification.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The following summarizes the purpose/justification of the recommended actions:

FY 2021-2022 Final Adopted Budget

The subject budget phase was approved, in concept, by the Board on October 5, 2021. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

The Board's approval of the attached ordinance will fulfill the Charter requirement to provide for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2021-2022 Final Adopted Budget, delete positions which are obsolete, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the ordinance to provide for staffing provisions for various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as reorganizations and mid-year allocations.

Deleted Classification

In conjunction with our goal of reducing classifications, we are recommending the deletion of one (1) non-represented classification from the Classification Plan and the affected department has been informed and concurs with this action (Attachment). This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2021-2022 Final Adopted Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2021-2022 Final Adopted Budget and other classification actions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
JR:KP:mmg

Enclosure

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT

NON-REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
4560	Chief Financial Officer, Health Services

DRAFT

ANALYSIS

This ordinance amends Title 6 – Salaries of the Los Angeles County Code by:

- Deleting one employee classification; and
- Adding, deleting, and/or changing certain employee classifications and number of ordinance positions in the departments of Alternate Public Defender, Arts and Culture, Assessor, Board of Supervisors, Chief Executive Officer, Children and Family Services, Child Support Services, Consumer and Business Affairs, District Attorney, Fire, Health Services, Human Resources, Internal Services, Los Angeles County Employees Retirement Association, Medical Examiner-Coroner, Military and Veterans Affairs, Parks and Recreation, Probation, Public Defender, Public Health, Public Works, Sheriff, and Workforce Development, Aging and Community Services.

RODRIGO CASTRO-SILVA
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to delete one employee classification; and as a result of the budget process for FY 2021-2022, to add, delete, and/or change certain employee classifications and number of ordinance positions in various departments.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
4560	CHIEF FINANCIAL OFFICER, HLTH SVCS	10/01/2018	N23	S16
		10/01/2019	N23	S16
		01/01/2020	N23	S16
		10/01/2020	N23	S16
		01/01/2021	N23	S16

SECTION 2. Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2565A</u>	<u>1</u>	<u>INFORMATION TECHNOLOGY MANAGER I</u>
<u>2901N</u>	<u>1</u>	<u>INVESTIGATOR II,PD</u>
<u>1848A</u>	<u>1</u>	<u>MANAGEMENT ANALYST</u>
<u>9038N</u>	<u>1</u>	<u>MENTAL HEALTH CLINICAL SUPERVISOR</u>
<u>9232N</u>	<u>4</u>	<u>PARALEGAL</u>

SECTION 3. Section 6.33.010 (Alternate Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9255A	40 <u>22</u>	DEPUTY ALTERNATE PUBLIC DEFENDER II
9256N	6 <u>16</u>	DEPUTY ALTERNATE PUBLIC DEFENDER III
9035A	4 <u>4</u>	PSYCHIATRIC SOCIAL WORKER II
9035N	2 <u>6</u>	PSYCHIATRIC SOCIAL WORKER II

SECTION 4. Section 6.36.010 (Department of Arts and Culture) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1004A</u>	<u>1</u>	<u>ADMINISTRATIVE SERVICES MANAGER III</u>

SECTION 5. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8805A	6 <u>7</u>	PROGRAM ASSOCIATE,ARTS AND CULTURE
8814A	8 <u>9</u>	SR PROG ASSOCIATE,ARTS AND CULTURE

SECTION 6. Section 6.38.010 (Assessor) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1974A	9 <u>10</u>	CHIEF APPRAISER

SECTION 7. Section 6.44.010 (Department of the Board of Supervisors) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1612A	4 <u>2</u>	COMMUNITY INFORMATION OFFICER
1650A	9 <u>10</u>	INSPECTOR,OIG
9454	9 <u>15</u>	MEMBER,YOUTH COMMISSION

SECTION 8. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0827A	22 <u>23</u>	ANALYST,CEO
0861A	6 <u>7</u>	ASST CHIEF EXECUTIVE OFFICER(UC)
0830A	408 <u>107</u>	PRINCIPAL ANALYST,CEO
0816A	48 <u>20</u>	PROGRAM SPECIALIST II,CEO
0818A	30 <u>32</u>	PROGRAM SPECIALIST IV,CEO

0829A	72	<u>75</u>	SENIOR ANALYST,CEO
0846A	43	<u>12</u>	SENIOR MANAGER,CEO
0847A	5	<u>7</u>	SENIOR MANAGER,CEO(UC)
2102A	43	<u>14</u>	SENIOR SECRETARY III
2104A	47	<u>16</u>	SENIOR SECRETARY V
0850A	7	<u>8</u>	SPECIAL SERVICES ASSISTANT I
8243F	9	<u>10</u>	STUDENT PROFESSIONAL WORKER I

SECTION 9. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1638A</u>	<u>1</u>	<u>ASST CHIEF,CORONER'S INVESTIGATIONS</u>

SECTION 10. Section 6.52.010 (Department of Medical Examiner-Coroner) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1639A	6 <u>7</u>	SUPVG CORONER'S INVESTIGATOR I

SECTION 11. Section 6.53.010 (Department of Children and Family Services)

is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1007A	2	<u>3</u>	ADMINISTRATIVE SERVICES DIV MGR

SECTION 12. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0647A	3	<u>4</u>	ACCOUNTANT II
0642A	2	<u>3</u>	ACCOUNTING TECHNICIAN I
1003A	7	<u>8</u>	ADMINISTRATIVE SERVICES MANAGER II
2214A	200	<u>199</u>	INTERMEDIATE TYPIST-CLERK
1331A	2	<u>3</u>	PAYROLL CLERK I

SECTION 13. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1669A</u>	<u>1</u>	<u>CHIEF CONSUMER & BUSINESS AFFAIRS REP</u>

<u>1664A</u>	<u>6</u>	<u>CONSUMER & BUSINESS AFFAIRS REP III</u>
<u>1664N</u>	<u>1</u>	<u>CONSUMER & BUSINESS AFFAIRS REP III</u>
<u>1667N</u>	<u>1</u>	<u>CONSUMER & BUSINESS AFFAIRS SPECIALIST</u>
<u>1668A</u>	<u>1</u>	<u>CONSUMER & BUSINESS AFFAIRS SUPERVISOR</u>
<u>0907A</u>	<u>1</u>	<u>STAFF ASSISTANT I</u>

SECTION 14. Section 6.58.010 (Department of Workforce Development, Aging and Community Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1002A	49 <u>21</u>	ADMINISTRATIVE SERVICES MANAGER I
1003A	7 <u>11</u>	ADMINISTRATIVE SERVICES MANAGER II
8021N	23 <u>24</u>	HUMAN SERVICES ADMINISTRATOR I
8022N	4 <u>5</u>	HUMAN SERVICES ADMINISTRATOR II
1848N	8 <u>10</u>	MANAGEMENT ANALYST
9058N	20 <u>22</u>	SOCIAL SERVICES SUPERVISOR
9051N	114 <u>124</u>	SOCIAL WORKER

SECTION 15. Section 6.60.010 (Department of Consumer and Business Affairs)

is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	40	<u>9</u>	ADMINISTRATIVE SERVICES MANAGER I
1669A	7	<u>6</u>	CHIEF CONSUMER & BUSINESS AFFAIRS REP
1664A	54	<u>45</u>	CONSUMER & BUSINESS AFFAIRS REP III
1664N	46	<u>15</u>	CONSUMER & BUSINESS AFFAIRS REP III
1667N	2	<u>1</u>	CONSUMER & BUSINESS AFFAIRS SPECIALIST
1668A	8	<u>7</u>	CONSUMER & BUSINESS AFFAIRS SUPERVISOR

SECTION 16. Section 6.70.010 (District Attorney) is hereby amended to change

the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9273N	34	<u>33</u>	DEPUTY DISTRICT ATTORNEY III
9274N	46	<u>19</u>	DEPUTY DISTRICT ATTORNEY IV
9232N	5	<u>6</u>	PARALEGAL
2890N	20	<u>22</u>	SENIOR INVESTIGATOR,DA

SECTION 17. Section 6.76.011 (Fire Department – Administrative) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1859A	4	TRAINING & COMMUNICATIONS SPEC,FIRE

SECTION 18. Section 6.76.011 (Fire Department – Administrative) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003A	9 <u>10</u>	ADMINISTRATIVE SERVICES MANAGER II

SECTION 19. Section 6.76.015 (Fire Department – Prevention) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0328A	20 <u>21</u>	FORESTRY ASSISTANT

SECTION 20. Section 6.77.010 (Department of Public Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5475A	4	PHYSICIAN,MD

SECTION 21. Section 6.77.010 (Department of Public Health) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5121A</u>	<u>1</u>	<u>NURSE PRACTITIONER</u>

SECTION 22. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0647N	25 <u>26</u>	ACCOUNTANT II
4595N	28 <u>29</u>	ASSISTANT STAFF ANALYST,HLTH SERVS
4614N	67 <u>68</u>	CONTRACT PROGRAM AUDITOR
1759N	34 <u>40</u>	EPIDEMIOLOGIST
1757N	48 <u>20</u>	EPIDEMIOLOGY ANALYST
0672N	14 <u>15</u>	HEALTH CARE FINANCIAL ANALYST
4727N	30 <u>35</u>	HEALTH PROGRAM ANALYST I
4729N	13 <u>15</u>	HEALTH PROGRAM ANALYST II
1138A	49 <u>18</u>	INTERMEDIATE CLERK
5455A	52 <u>51</u>	PHYSICIAN SPECIALIST(MEGAFLEX)
5237N	44 <u>12</u>	PROGRAM SPECIALIST,PUB HLTH NURSING
5798A	8 <u>7</u>	RADIOLOGIC TECHNOLOGIST
8972N	34 <u>32</u>	RESEARCH ANALYST II,BEHAVIOR SCI

8973N	36	<u>37</u>	RESEARCH ANALYST III,BEHAVIOR SCI
5456A	4	<u>2</u>	SENIOR PHYSICIAN
4593N	50	<u>51</u>	STAFF ANALYST,HEALTH
1760N	40	<u>15</u>	SUPERVISING EPIDEMIOLOGIST

SECTION 23. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5673A	4	ENVIRONMENTAL HEALTH SPECIALIST IV

SECTION 24. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0642A	9 <u>8</u>	ACCOUNTING TECHNICIAN I
1190A	3 <u>2</u>	BILLING SUPERVISOR
2569A	22 <u>23</u>	INFORMATION TECHNOLOGY SPECIALIST I
2214A	63 <u>62</u>	INTERMEDIATE TYPIST-CLERK
2214N	4 <u>3</u>	INTERMEDIATE TYPIST-CLERK
2526A	7 <u>8</u>	PRINCIPAL APPLICATION DEVELOPER
1601A	4 <u>4</u>	PUBLIC INFORMATION OFFICER II
2525A	46 <u>18</u>	SENIOR APPLICATION DEVELOPER

8105A	17	<u>16</u>	SENIOR COMMUNITY HEALTH WORKER
4594A	54	<u>57</u>	SENIOR STAFF ANALYST,HEALTH
2216A	83	<u>84</u>	SENIOR TYPIST-CLERK
4593A	185	<u>189</u>	STAFF ANALYST,HEALTH
1174A	5	<u>3</u>	SUPERVISING CLERK
7142A	4	<u>2</u>	VIDEO PRODUCTION SPECIALIST

SECTION 25. Section 6.78.035 (Department of Health Services – Juvenile Court Health Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8243F	4 <u>3</u>	STUDENT PROFESSIONAL WORKER I

SECTION 26. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8245J	4	GUEST INSTRUCTOR
8105N	4	SENIOR COMMUNITY HEALTH WORKER

SECTION 27. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5809A</u>	<u>2</u>	<u>NUCLEAR MED TECHNOLOGIST, SPECIAL PROC</u>

SECTION 28. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4979A	5 <u>4</u>	BLOOD GAS LABORATORY TECHNICIAN I
5083A	36 <u>33</u>	CENTRAL SERVICES TECHNICIAN II
5092A	74 <u>66</u>	CERTIFIED MEDICAL ASSISTANT
5794A	26 <u>27</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
5098F	15 <u>14</u>	NURSING ATTENDANT I
5474F	15 <u>14</u>	PHYSICIAN, MD (NON MEGAFLEX)
5476A	324 <u>323</u>	PHYSICIAN SPECIALIST (NON MEGAFLEX)
5798A	70 <u>68</u>	RADIOLOGIC TECHNOLOGIST
5799A	22 <u>25</u>	RADIOLOGIC TECHNOLOGIST, SPEC PROC
5134A	588 <u>593</u>	REGISTERED NURSE II
0907A	42 <u>13</u>	STAFF ASSISTANT I

SECTION 29. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2214A	156 <u>157</u>	INTERMEDIATE TYPIST-CLERK
9197A	42 <u>43</u>	PATIENT RELATIONS REPRESENTATIVE
9192A	128 <u>127</u>	PATIENT RESOURCES WORKER
5476A	83 <u>86</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)
5135A	347 <u>318</u>	REGISTERED NURSE III

SECTION 30. Section 6.78.065 (Department of Health Services – Rancho Los

Amigos) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>5859A</u>	<u>1</u>	<u>OCCUPATIONAL THERAPY SUPERVISOR I</u>

SECTION 31. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2214A	54	<u>53</u>	INTERMEDIATE TYPIST-CLERK
5104A	36	<u>35</u>	LICENSED VOCATIONAL NURSE I
1140A	49	<u>18</u>	SENIOR CLERK
0907A	4	<u>3</u>	STAFF ASSISTANT I

SECTION 32. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5512F	1	PHARMACIST

SECTION 33. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5512A	27	<u>28</u>	PHARMACIST
5421F	4	<u>3</u>	PHYSICIAN,MD,OT

SECTION 34. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8088A	4	DIRECTOR, MEDICAL SERVICES, SHERIFF
1389A	4	MEDICAL RECORDS SUPERVISOR I
1390A	4	MEDICAL RECORDS SUPERVISOR II

SECTION 35. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4899A</u>	<u>1</u>	<u>MED TECHNOLOGIST, LAB INFO SYSTEMS</u>
<u>4981A</u>	<u>1</u>	<u>PHLEBOTOMY TECHNICIAN II</u>
<u>4629A</u>	<u>1</u>	<u>PROGRAM IMPLEMENTATION MANAGER, HS</u>

SECTION 36. Section 6.78.085 (Department of Health Services – Integrated Correctional Health Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4895A	13	<u>7</u>	CLINICAL LABORATORY SCIENTIST I
1418A	2	<u>1</u>	HEALTH INFO SENIOR TECHNICIAN
2214A	83	<u>82</u>	INTERMEDIATE TYPIST-CLERK
4977A	25	<u>32</u>	PHLEBOTOMY TECHNICIAN I

SECTION 37. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5794A	12	<u>13</u>	DIAGNOSTIC ULTRASOUND TECHNICIAN
2591A	20	<u>18</u>	INFORMATION SYSTEMS ANALYST II
1138A	52	<u>51</u>	INTERMEDIATE CLERK
2214A	292	<u>291</u>	INTERMEDIATE TYPIST-CLERK
5608A	5	<u>3</u>	OPHTHALMOLOGY TECHNICIAN
9192A	162	<u>165</u>	PATIENT RESOURCES WORKER
5476A	159	<u>160</u>	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 38. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1911A	46 <u>15</u>	HUMAN RESOURCES ANALYST II
1913A	72 <u>73</u>	HUMAN RESOURCES ANALYST IV
1890A	44 <u>13</u>	PERSONNEL ASSISTANT

SECTION 39. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1004A	7 <u>8</u>	ADMINISTRATIVE SERVICES MANAGER III

SECTION 40. Section 6.88.010 (Department of Military and Veterans Affairs) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8142A	2 <u>3</u>	VETERANS CLAIMS ASSISTANT III

SECTION 41. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0354N</u>	<u>1</u>	<u>GROUNDS MAINTENANCE WORKER II</u>
<u>8796N</u>	<u>1</u>	<u>RECREATION SERVICES LEADER</u>

SECTION 42. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8796A	407 <u>106</u>	RECREATION SERVICES LEADER
8798N	4 <u>5</u>	RECREATION SERVICES SUPERVISOR

SECTION 43. Section 6.100.017 (Probation Department – Juvenile Institution Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8609A	246 <u>256</u>	DEP PROB OFF II(RES TREAT/DET SVCS)
8655A	609 <u>611</u>	DETENTION SERVICES OFFICER
8638A	4 <u>5</u>	PROGRAM ANALYST,PROBATION
8657A	145 <u>149</u>	SENIOR DETENTION SERVICES OFFICER
8659A	65 <u>73</u>	SUPVG DETENTION SERVICES OFFICER

SECTION 44. Section 6.100.018 (Probation Department – Field Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2329A</u>	<u>1</u>	<u>WAREHOUSE WORKER AID</u>

SECTION 45. Section 6.100.018 (Probation Department – Field Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2109A	3 <u>4</u>	MANAGEMENT SECRETARY III
2096N	3 <u>2</u>	SECRETARY III
2201A	44 <u>13</u>	TRANSCRIBER TYPIST

SECTION 46. Section 6.104.010 (Public Defender) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9246A	1	DEPUTY PUBLIC DEFENDER I

SECTION 47. Section 6.104.010 (Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2161N</u>	<u>1</u>	<u>LEGAL OFFICE SUPPORT ASSISTANT II</u>

SECTION 48. Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9263A	5 <u>6</u>	ASSISTANT PUBLIC DEFENDER(UC)
9248A	244 <u>242</u>	DEPUTY PUBLIC DEFENDER II
9251A	299 <u>309</u>	DEPUTY PUBLIC DEFENDER III
9251N	6 <u>14</u>	DEPUTY PUBLIC DEFENDER III
9259A	6 <u>5</u>	DIVISION CHIEF,PUBLIC DEFENDER
1848A	4 <u>6</u>	MANAGEMENT ANALYST
9038N	4 <u>3</u>	MENTAL HEALTH CLINICAL SUPERVISOR
9232N	40 <u>18</u>	PARALEGAL
9035N	8 <u>20</u>	PSYCHIATRIC SOCIAL WORKER II
9243F	3 <u>14</u>	SENIOR LAW CLERK
9234N	4 <u>2</u>	SUPERVISING PARALEGAL

SECTION 49. Section 6.109.010 (Department of Public Works) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2407A	4	MATERIALS MGMT SYSTEMS ANALYST, PW
2098A	4	SECRETARY V
3619A	4	SURVEY MAPPING TECHNICIAN

SECTION 50. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
3433A	289 <u>301</u>	ASSOCIATE CIVIL ENGINEER
3435A	144 <u>145</u>	CIVIL ENGINEER
4229A	9 <u>12</u>	CONTRACT PROGRAM MONITOR
6492A	26 <u>28</u>	ELECTRO-MECHANIC
3608A	24 <u>25</u>	ENGINEERING AID III
4411A	24 <u>23</u>	GEOGRAPHIC INFO SYST TECHNICIAN II
5913A	2 <u>1</u>	HEAD CONSTRUCTION SUPERINTENDENT
7434A	3 <u>4</u>	HEAVY STATIONARY EQUIPMENT MECHANIC
2913A	2 <u>1</u>	INVESTIGATOR I
7374A	53 <u>54</u>	POWER EQUIPMENT OPERATOR
3430A	154 <u>157</u>	PRINCIPAL CIVIL ENGINEERING ASST

0977A	12	<u>14</u>	PROGRAM MANAGER I
0978A	18	<u>20</u>	PROGRAM MANAGER II
5924A	123	<u>125</u>	PUBLIC WORKS CREW LEADER
4197A	55	<u>54</u>	SENIOR CONSTRUCTION INSPECTOR
3553A	4	<u>5</u>	SENIOR MECHANICAL ENGINEER
2059A	8	<u>5</u>	SENIOR REAL PROPERTY AGENT
3621A	10	<u>9</u>	SENIOR SURVEY-MAPPING TECHNICIAN
2216A	50	<u>53</u>	SENIOR TYPIST-CLERK
0907A	19	<u>20</u>	STAFF ASSISTANT I
0913A	32	<u>34</u>	STAFF ASSISTANT II
8243F	76	<u>67</u>	STUDENT PROFESSIONAL WORKER I
8242F	87	<u>48</u>	STUDENT WORKER
3893A	18	<u>17</u>	SURVEY PARTY CHIEF I
3889A	14	<u>13</u>	SURVEY TECHNICIAN I
2468A	6	<u>5</u>	TITLE EXAMINER II

SECTION 51. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	96	<u>102</u> DEPUTY SHERIFF
9966A	4	<u>3</u> FIELD DEPUTY, SHERIFF(UC)

1228A	9	<u>10</u>	OPERATIONS ASSISTANT I, SHERIFF
2717A	64	<u>62</u>	SERGEANT

SECTION 52. Section 6.120.011 (Sheriff – Court Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708N	39 <u>37</u>	DEPUTY SHERIFF

SECTION 53. Section 6.120.012 (Sheriff - Custody) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1066A	4	ASSISTANT DIVISION DIRECTOR, SHERIFF

SECTION 54. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2723A	6 <u>7</u>	COMMANDER
2749A	4076 <u>1123</u>	CUSTODY ASSISTANT, SHERIFF
2218A	153 <u>151</u>	CUSTODY RECORDS CLERK II, SHERIFF
2708A	2367 <u>2377</u>	DEPUTY SHERIFF
2214A	30 <u>29</u>	INTERMEDIATE TYPIST-CLERK

2719A	402	<u>103</u>	LIEUTENANT
1229A	28	<u>30</u>	OPERATIONS ASSISTANT II, SHERIFF
2717A	346	<u>320</u>	SERGEANT

SECTION 55. Section 6.120.013 (Sheriff – Detective Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	569	<u>563</u> DEPUTY SHERIFF
2708N	48	<u>49</u> DEPUTY SHERIFF
1228A	44	<u>13</u> OPERATIONS ASSISTANT I, SHERIFF
2717A	437	<u>136</u> SERGEANT

SECTION 56. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708N	40	<u>9</u> DEPUTY SHERIFF
2745A	43	<u>44</u> LAW ENFORCEMENT TECHNICIAN
8242F	44	<u>13</u> STUDENT WORKER

SECTION 57. Section 6.120.016 (Sheriff – County Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	267 <u>264</u>	DEPUTY SHERIFF
2828A	309 <u>285</u>	SECURITY OFFICER, SHERIFF
2717A	86 <u>87</u>	SERGEANT

SECTION 58. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2708A	3646 <u>3627</u>	DEPUTY SHERIFF
2708N	64 <u>62</u>	DEPUTY SHERIFF
2745A	309 <u>308</u>	LAW ENFORCEMENT TECHNICIAN
2719A	178 <u>179</u>	LIEUTENANT
2827A	2 <u>1</u>	SECURITY ASSISTANT, SHERIFF
2717A	639 <u>641</u>	SERGEANT

SECTION 59. Section 6.127.010 (Los Angeles County Employees Retirement Association) is hereby amended to add the following class and number or ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0770A</u>	<u>1</u>	<u>DEP CHF EXECUTIVE OFFICER,LACERA(UC)</u>

SECTION 60. Section 6.127.010 (Los Angeles County Employees Retirement Association) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
0805A	1	CHIEF TECHNOLOGY OFFICER,LACERA <u>CHIEF,INFORMATION TECHNOLOGY,LACERA(UC)</u>
0806A	1	CHIEF INFORMATION SECURITY OFFICER,LACERA <u>INFORMATION SECURITY OFFICER,LACERA</u>

SECTION 61. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[633010FY21/22FINALADPTBUDGTKPCEO]

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL SUPERVISORIAL DISTRICTS (3 VOTES)	
DEPARTMENT	Registrar-Recorder/County Clerk	
SUBJECT	Online Reviewable Campaign History and Information Database (ORCHID)	
PROGRAM	Campaign Finance and Proposition B	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why: The Registrar-Recorder/County Clerk is requesting approval to extend the term of Civix Contract #15-006 by a total of 12 months to finalize the development of a new Campaign Finance and Proposition B Electronic Filing Solution.	
DEADLINES/ TIME CONSTRAINTS	The current Contract will sunset on 12/19/2021. Additional time is needed to implement the ORCHID solution. ORCHID's key components are in the testing phase and are expected to be functional for all campaigns and office holders by March 2022. This new robust solution will increase efficiencies and enhance the overall filing experience for candidates and elected officials to file their campaign disclosure statements on-line and allow the public to view and search these statements on the RR/CC website	
COST & FUNDING	Total cost: \$ N/A	Funding source:
	TERMS (if applicable):	
	Explanation: Additional funding is not required during the requested extension period.	
PURPOSE OF REQUEST	Additional time is needed to develop, test, fix bugs, and fully implement the web-based campaign finance and Proposition B electronic filing solution.	
BACKGROUND (include internal/external issues that may exist)	ORCHID will serve as a replacement to the current Track Registrar-Recorder's Automated Campaign Contributions Electronic Reports (TRACCER) and HP3000 Campaign Finance Disclosure System. The current legacy Campaign Finance Disclosure System is hosted on an HP3000 server, is at the product's end of life, and is no longer supported by Hewlett-Packard. This system is currently located at the Norwalk Headquarters Data Center, which is currently being migrated to the ISD eCloud. There is no plan to move the HP3000 to the ISD eCloud. ORCHID needs to comply with requirements and release dates to a new California Secretary of State (SoS) Cal-Access System	
DEPARTMENTAL AND OTHER CONTACTS	Name: Dean Logan, Registrar-Recorder/County Clerk Phone: (562) 462-2716 Email: DLogan@rrcc.lacounty.gov	



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 7, 2021

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

Dear Supervisors:

**REQUEST APPROVAL TO EXTEND TERM
OF CONTRACT NUMBER 15-006 WITH CIVIX FOR CONTINUED
CAMPAIGN FINANCE AND PROPOSITION B ELECTRONIC FILING SOLUTION
MAINTENANCE AND SUPPORT SERVICES**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to extend the term of this contract with Civix to allow sufficient time to finalize the development of a Campaign Finance and Proposition B Electronic Filing Solution. Additional funding is not required for the requested extension period.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a no cost amendment/Amendment #11 (Attachment I) to Contract #15-006 with Civix and extend Campaign Finance and Proposition B Electronic Filing Solution system programming, maintenance and support services for an additional six months with the option of six (6) month-to-month extensions commencing December 20, 2021 through December 19, 2022.

Delegate authority to the RR/CC, or designee, to negotiate and execute amendments, or terminate the Agreement as necessary, provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department's Campaign Finance Section (CFS) ensures compliance with applicable statutory and

regulatory provisions of the Political Reform Act. The CFS also works closely with other agencies, including the Los Angeles County District Attorney, Fair Political Practices Commission, Attorney General, California Secretary of State, and the Franchise Tax Board.

The Proposition B Unit within the CFS ensures compliance with Los Angeles County Ordinance, Chapter 2.190 Political Campaigns for County Office (Proposition B), which applies to candidates for the following County offices: Assessor, District Attorney, Sheriff, and the Member of the Board of Supervisors.

Los Angeles County Ordinance Chapter 2.195 authorizes the electronic filing of certain campaign statements and reports when certain dollar thresholds are met in order to facilitate expeditious access to these documents by the public.

The Campaign Finance and Proposition B Electronic Filing Solution will serve as a replacement to the department's legacy system, Track Registrar-Recorder's Automated Campaign Contributions Electronic Reports (TRACCER) System. The new solution will increase efficiencies and enhance the overall filing experience for candidates and elected officials to file their campaign disclosure statements on-line and allow the public to view and search these statements on the RR/CC website.

The campaign finance process is complex, and additional time is needed to ensure that system functionality and workflows align with current requirements and State laws. Additionally, this additional time will ensure that certain features that are unique to LA County such as the Proposition B electronic filing process has been fully vetted and tested.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal III. Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: The contract will maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services and will provide candidates, candidate controlled committees, treasurers, primarily formed committees, major donors, and independent expenditure committees with an improved web-based solution to file their campaign finance disclosure statements, County forms, and California Fair Political Practices Commission (FPPC) forms.

FISCAL IMPACT/FINANCING

The Department is requesting a time only extension to the Contract with no additional cost. Additional funds are not required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed extension will commence effective December 20, 2021 through December 19, 2022, if all monthly extensions are exercised, unless terminated in-whole or in-part.

The Department has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) and of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this Contract.

The Contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment

openings, compliance with Jury Duty Ordinance, Safely Surrendered Baby Law, and Child Support Compliance Programs.

CONTRACTING PROCESS

On August 13, 2015, the Department released an Invitation For Bids for an externally hosted web-based Campaign Finance and Proposition B Electronic Filing Solution.

On May 31, 2016, Contract Number 15-006 was awarded to Quest Information Services, Inc. (QIS). The Contract was amended on June 5, 2019 to formalize the transfer of QIS to PCC Technology, Inc. (PCC).

On October 20, 2020 the Contract was amended to formalize the transfer of PCC to Civix.

On June 30, 2021 the Contract was amended to exercise the final six month-to-month extensions to address issues, which arose during testing and prepare the ORCHID system to be available on-line for Proposition B filings. System training, monitoring, and support were needed to ensure a successful launch.

The Chief Executive Office has reviewed and approved this Board letter. County Counsel has reviewed and approved this Board letter and the attached Amendment.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval”, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the Department to continue development and implementation of an improved web-based Campaign Finance and Proposition B Electronic Filing Solution to filing of campaign finance disclosure statements, County forms, and California FPPC forms.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

PETER LOO
Acting Chief Information Officer

Attachments

DCL:JG:AN
NH:VW:cw

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

**AMENDMENT NUMBER ELEVEN
TO CONTRACT #15-006
BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND
CIVIX
FOR CAMPAIGN FINANCE AND PROPOSITION B
ELECTRONIC FILING SOLUTION**

This Amendment Number Eleven ("Amendment Number Eleven") to Contract Number 15-006 ("Contract") is entered into this _____ day of _____, 2021 by and between County of Los Angeles, a political subdivision of the State of California ("County") and Civix ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Contract was originally entered into by and between County and Contractor and approved by the County's Board of Supervisors on June 20, 2016.

WHEREAS, under that certain Amendment Number One to the Contract dated December 15, 2017, the Contract was amended to reflect, among other things, (i) replacement of Exhibit B (Pricing Schedule) with a new Exhibit B (Pricing Schedule); (ii) replacement of Exhibit D (County Administration) with a new Exhibit D (County Administration); (iii) replacement of Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration); and

WHEREAS, under that certain Amendment Number Two to the Contract dated March 1, 2018, the Contract was amended to reflect, among other things, (i) exercise delegated authority to increase the contract amount; (ii) replacement of Section 5.0 (Contract Sum), Paragraph 5.1 of the Contract with a new Section 5.0, Paragraph 5.1; (iii) replacement of Exhibit B (Pricing Schedule) with a new Exhibit B (Pricing Schedule); (iv) replacement of Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration); and

WHEREAS, under that certain Amendment Number Three to the Contract dated July 27, 2018, the Contract was amended to reflect, among other things, (i) incorporate Exhibit A (Statement of Work), Section 12.9 (Maintenance and Support Services) (ii) delete Exhibit D (County's Administration) and replace with a new Exhibit D (County's Administration); (iii) delete Exhibit E (Contractor's Administration) and replace with a new Exhibit E (Contractor's Administration); and

WHEREAS, under that certain Amendment Number Four to the Contract dated December 3, 2018, the Contract was amended to reflect, among other things, (i) replace Section 5.0 (Contract Sum), Paragraph 5.2 with a new Section 5.0 (Contract Sum), Paragraph 5.2; (ii) incorporate Section 5.9 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer); (iii) replace Section 8.2 (Assignment and Delegation) with a new Section 8.2 (Assignment and Delegation/Mergers and Acquisitions); (iv) replace Section 8.11 (Consideration of Hiring GAIN/GROW Participants), Paragraph 8.11.1 with a new Section 8.11 (Consideration of Hiring GAIN/GROW Participants), Paragraph 8.11.1; (v) replace Section 8.13 (Contractor's Acknowledgement of County's Commitment

to Safely Surrendered Baby Law) with a new Section 8.13 (Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law); (vi) replace Section 8.15 (County's Quality Assurance Plan) with a new Section 8.15 (County's Quality Assurance Plan); (vii) replace Section 8.24 (General Provisions For All Insurance Coverage) with a new Section 8.24 (General Provisions For All Insurance Coverage); (viii) replace Section 8.25 (Insurance Coverage) with a new Section 8.25 (Insurance Coverage); (ix) replace Section 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law) with a new Section 8.33 (Notice to Employees Regarding the Safely Surrendered Baby Law); (x) incorporate Section 8.55 (Compliance with County's Zero Tolerance Human Trafficking); (xi) incorporate Section 8.56 (Compliance with Fair Chance Employment Practices); (xii) incorporate Section 8.57 (Compliance with County Policy of Equity); (xiii) delete Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule); (xiii) delete Exhibit D (County's Administration) and replace with a new Exhibit D (County's Administration); and

WHEREAS, under that certain Amendment Number Five to the Contract dated March 20, 2019, the Contract was amended to reflect, among other things, (i) a portion of contract amount previously delegated with authority to cover costs associated with custom programming modifications from the electronic filing solution to UAT Issues List, Item #112 to the system; and

WHEREAS, under that certain Amendment Number Six to the Contract dated June 5, 2019, the Contract was amended to reflect, among other things, (i) extend the term of the Contract for a one-year period; (ii-iv) formalize the transfer of Quest Information Systems to PCC Technology, Inc.; (v) delete Exhibit B (Pricing Schedule) and replace with a new Exhibit B (Pricing Schedule), all as further described in, and subject to the terms and conditions of, this Amendment Number Six; and (vi) delete Exhibit E (Contractor's Administration) in its entirety and replace with a revised Exhibit E (Contractor's Administration), all as further described in, and subject to the terms and conditions of, this Amendment Number Six; and

WHEREAS, under that certain Amendment Number Seven to the Contract dated September 26, 2019, the Contract was amended to reflect, among other things, (i) delineate a portion of contract amount previously delegated with authority to cover costs associated with custom programming modifications from the electronic filing solution to TAS Issue #35103, TAS Issue #35104, TAS Issue #35105, and TAS Issue #35106 to the system; and

WHEREAS, under that certain Amendment Number Eight to the Contract dated June 15, 2020, the Contract was amended to reflect, among other things, (i) extend the term of the Contract for a one-year period; (ii) replace Section 8.25.3 (Workers Compensation and Employers' Liability) with a new Section 8.25.3 (Workers Compensation and Employers' Liability); (iii) replacement of Exhibit E (Contractor's Administration) with a new Exhibit E (Contractor's Administration); and

WHEREAS, under that certain Amendment Nine to the Contract dated October 20, 2020, the Contract was amended to reflect, among other things, (i) to formalize the transfer of PCC Technology, Inc. to Civix; (ii) delete Exhibit E (Contractor's Administration) in its entirety and replace with a revised Exhibit E (Contractor's Administration); and

WHEREAS, under that certain Amendment Ten to the Contract dated October 20, 2020, the Contract was amended to reflect, among other things, (i) extend the term of the Contract for a six-month period; (ii) delete Exhibit E (Contractor's Administration) in its entirety and replace with a revised Exhibit E (Contractor's Administration), and (iii) delete Exhibit D (County's Administration) in its entirety and replace with a revised Exhibit D (County's Administration); and

WHEREAS, the County and Contractor wish to (i) delete Section 5.0 (Term) of the Contract and replace with a new Section 5.0 (Term), (ii) replace Section 8.18 (Facsimile Representations) with a new Section 8.18 (Counterparts and Electronic Signatures and Representations); (iii) incorporate Section 8.58 (Prohibition from Participation in Future Solicitation(s)); and

WHEREAS, this Amendment Number Eleven is made pursuant to Paragraph 8.1 (Amendments) of the Contract and does not materially affect the scope of work under the Contract.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contract, is hereby amended as follows:

1. Section 5.0 (Term), is incorporated into the Contract and reads as follows:

5.0 TERM

5.1 The "Initial Term" of this Contract shall be effective on June 20, 2016, or upon the approval by County's Board of Supervisors of the 2016 Contract, whichever was later, and shall continue for six (6) years and six (6) months, through December 19, 2022, unless sooner terminated or extended in whole or in part as provided in this Contract.

5.2 Contractor shall notify RR/CC when this Contract is within six (6) months from the expiration of the term as provided hereinabove. Upon occurrence of this event, the Contractor shall send written notification to RR/CC at the address herein provide in Exhibit D (County's Administration).

- 2 Section 8.18 (Facsimile Representations) of the Contract is hereby deleted in its entirety and replaced with a new Section 8.18 (Counterparts and Electronic Signatures and Representations) to read as follows:

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.

- 3 Section 8.58 (Prohibition from Participation in Future Solicitation(s)) is hereby incorporated into the Contract in its entirety to read as follows:

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.

Except as otherwise provided under this Amendment Number Eleven, the 2016 Contract and its Amendments, and incorporating all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

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**AMENDMENT NUMBER ELEVEN
TO CONTRACT #15-006
BY AND BETWEEN THE COUNTY OF LOS ANGELES
AND
CIVIX
FOR CAMPAIGN FINANCE AND PROPOSITION B
ELECTRONIC FILING SOLUTION**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eleven to be subscribed on its behalf by the Registrar-Recorder/County Clerk or designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

CIVIX

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Mike Wons
President, Civix Government Division

Tax Identification Number

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

By _____
EVA CHU
Deputy County Counsel

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL SUPERVISORIAL DISTRICTS (3 VOTES)	
DEPARTMENT	Registrar-Recorder/County Clerk	
SUBJECT	REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-005 WITH ELECTION SYSTEMS AND SOFTWARE, INC. (ES&S) FOR INCOMING VOTE BY MAIL (VBM) AUTOMATED SIGNATURE VERIFICATION SERVICES	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The sole source contract will allow ES&S to continue providing incoming VBM automated signature verification services as we transition into a new Election Management System (EMS). ES&S will continue supporting all upcoming elections by providing signature verification services, including the Countywide Gubernatorial Elections in 2022, where millions of ballots will be processed.	
DEADLINES/ TIME CONSTRAINTS	The current Contract #73635 with ES&S for Incoming Vote By Mail Automated Signature Verification Services expires on December 31, 2021.	
COST & FUNDING	Total cost: \$2,263,250	Funding source: Department's NCC
	TERMS (if applicable): Potential term of two (2) years, two (2) option years, and six month-to-month extensions (total 4.5 years) subject to contract negotiations.	
	Explanation:	
PURPOSE OF REQUEST	Request sole source contract for continued services with ES&S for automated signature verification services on all Vote by Mail ballot envelopes containing a voted ballot returned by voters during elections. The current contract expires on December 31, 2021.	
BACKGROUND (include internal/external issues that may exist)	<p>Because the Data Information Management System (which manages election and voter data) is at the end of its life cycle, RR/CC has recently released a Request for Proposals (RFP) for a new EMS. The new EMS will provide a host of services, including integration to a new Automated Signature Verification system. It is necessary to extend the existing ES&S contract to allow for the solicitation and implementation of a new EMS, and in parallel the solicitation and engagement of a new signature verification system and services that will be compatible with the new EMS.</p> <p>In accordance to Board Policy 5.100, the RR/CC sent a Sole Source Board Notification on August 18, 2021 and began contract negotiations after the four-week notification period. The negotiated contract with ES&S is expected to be presented at the Operations Cluster Meeting on November 10, 2021 and placed on the Board Agenda for your approval no later than December 7, 2021.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Name: Dean Logan, Registrar-Recorder/County Clerk Phone: (562) 462-2716 Email: DLogan@rrcc.lacounty.gov	



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 7, 2021

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

Dear Supervisors:

**REQUEST APPROVAL OF SOLE SOURCE CONTRACT #21-005 WITH
ELECTION SYSTEMS AND SOFTWARE, LLC (ES&S) FOR INCOMING VOTE BY
MAIL AUTOMATED SIGNATURE VERIFICATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Sole Source Contract #21-005 with Election Systems and Software, LLC (ES&S) to provide continued incoming Vote by Mail Automated Signature Verification services. The current contract with ES&S ends on December 31, 2021.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a Sole Source Contract substantially similar to Attachment I effective for a period of two (2) years, 2 one year option years and six (6) month-to-month extensions (total four (4) years and six (6) months). The contract sum over the contract term is two million fifty seven thousand five hundred dollars (\$2,057,500).
2. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (1) make changes to the Statement of Work as operationally necessary provided that County Counsel approval is obtained, and (2) to make any other necessary changes which do not materially alter any term or condition of the Contract provided

that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to execute changes to the contract sum of two million, fifty seven thousand five hundred dollars (\$2,057,500), including an increase of no more than ten percent (10%) total, or two hundred five thousand seven hundred fifty dollars (\$205,750), over the contract sum provided that approval from County Counsel approval is obtained.
4. Delegate authority to the RR/CC, or designee, to terminate the Contract as necessary provided that County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The current contract with ES&S for incoming Vote by Mail (VBM) Automated Signature Verification (ASV) services expires on December 31, 2021. Continuation of services from ES&S are critical for verifying millions of voter signatures on all returned VBM ballot envelopes (containing voted ballots) during elections.

The County of Los Angeles has 5,682,175 million registered voters (as of October 2021). Under new legislation, all registered voters are mailed a VBM ballot, and have the option of voting by mail. The expanded VBM program has increased accessibility to voters. During the Presidential Election in November of 2020, there was a significant increase in VBM activity with over 3.4 million ballots returned by vote by mail.

Services

During an election, ES&S processes incoming VBM envelopes returned by voters using eight (8) specialized Mail Ballot Verifier (MBV) scanners that are loaded with specialized ASV software. The scanners are used to verify voters' handwritten signatures on all incoming return ballot envelopes against official signatures stored in Department's Election Management System (EMS) database. Each scanner can verify up to three thousand (3,000) envelopes/signatures per hour or up to twenty-four thousand (24,000) per hour if all 8 MBVs are in use. After the signatures are verified, the Department removes the voted ballots from the envelopes and counts them through the election tally process.

Election Management System

The County has been using the Data Information Management System (DIMS) as its EMS database since 1999. DIMS allows the Department to manage election and voter data, including voter signatures. DIMS is integrated with the California Secretary of State (SOS) VoteCal system which maintains voter registration data for all voters in the state. The integration between DIMS and VoteCal routes voter record data asynchronously through a dedicated SOS router on the County's core network. New and updated voter registration records are uploaded to VoteCal and synced with our local instance of DIMS. This data exchange is continuous. Millions of records may be transferred per month

between DIMS and VoteCal. These records are used to verify signatures on VBM envelopes.

Because DIMS is at the end of its life cycle, RR/CC released a Request for Proposals (RFP) for a new EMS on August 16, 2021. The new EMS will provide a host of services, including integration of a new Automated Signature Verification system. It is necessary to extend the existing ES&S contract to allow for the solicitation and implementation of a new EMS, and in parallel, the solicitation and engagement of a new signature verification system and services that will be compatible with the new EMS.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Technology/Innovation: Improve the use of technology so that Department personnel can work together efficiently to solve workplace challenges. The sole source Incoming VBM ASV Services contract with ES&S will provide the Department with services needed to process VBM ballots, which in certain elections can be over 3 million ballots, during the legally allowed timeframe.

FISCAL IMPACT / FINANCING

Funding is included in the Department's Fiscal Year 2021-22 budget for the anticipated level of service in the amount of \$315,000. Future contract costs, if necessary, will be requested through the budget process.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The RR/CC has determined that provisions of the County's Living Wage Program (County Code Chapter 2.201) and of the County's Low-Cost Labor Resource Program (Board Policy 5.030) do not apply to this contract.

The contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, ES&S is required to notify the County when the contract term is within six (6) months from expiration and when it has reached seventy-five percent (75%) of the authorized Contract Sum.

The Department believes the language negotiated is commercially reasonable and does not impose an unacceptable risk or burden to the County.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal CIO Analysis.

CONTRACTING PROCESS

In accordance to Board Policy 5.100 (Policy), the Department sent the Board notification of intent to enter into Sole Source negotiations with ES&S on August 18, 2021. Negotiations proceeded after the four (4) week wait period.

The required Sole Source Checklist (Attachment II) identifies the Department's need for a Sole Source contract with ES&S.

The CEO has reviewed and recommends approval of this Board Letter. County Counsel has reviewed this Board letter and approved as to form. CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended sole source contract as to form.

IMPACT ON CURRENT SERVICES

Your Board's approval of the noted actions will allow ES&S to continue providing incoming vote by mail automated signature verification software and services to potentially process over 5.8 million incoming return ballots during a major election.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed By:
Peter Loo
Acting Chief Information Officer

DCL:JG:AB
MF:AN:NH
VW:ca

Attachments

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

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**INCOMING VOTE BY MAIL BALLOT AUTOMATED SIGNATURE VERIFICATION
EQUIPMENT AND SERVICES**

I. PURPOSE

The County of Los Angeles has over five million six hundred thousand (5,600,000) voters, all who receive a Vote By Mail ("VBM") ballot in countywide elections. The purpose of the Incoming VBM Voter Ballot Material Processing services is to assist the Registrar-Recorder/County Clerk ("RR/CC") with the processing of returned VBM ballots. The incoming VBM process includes handling the returned VBM ballots and capturing the VBM Voter identification ("VBM ID") so that the image of the voter's signature on file can be compared to the signature on the returned VBM envelope. VBM incoming processing utilizes the County's election management system to retrieve signature images as the incoming VBM envelopes are scanned. This allows comparison of signatures quickly, without entering the VBM ID for each voter.

Incoming VBM envelopes containing voted ballots are grouped by tray. Application Software provided by Contractor shall be used to manage and track the scanning of returned VBM envelopes and extraction of data needed by County election management system to verify signature and validate voted VBM ballots. Data associated with the tray, such as Tray Number and VBM ID, and result of signature verification is in sequential order and provided in an electronic media for upload into the County's voter registration system.

1. Significant Events

Elections affecting the required services are as follows:

- Local & Municipal Consolidated Elections, also known as Uniform District Election Law ("UDEL") Elections are scheduled in November of odd numbered years.
- Primary Elections are scheduled in June of even numbered years.
- General Elections are scheduled in November of even numbered years.
- Presidential Primary Elections are scheduled in March in every year evenly divisible by four.
- Special Elections are scheduled when called and can be local or countywide.

2. RR/CC Technical Systems and Interface Requirements

The RR/CC currently operates a Microsoft Windows 2016 domain server environment using TCP/IP and Ethernet as the primary network protocol. The RR/CC utilizes software from Microsoft, including Microsoft Office, Microsoft Project, Microsoft Visio, Windows 10 for desktops, Microsoft Windows Server 2016 for servers, and Microsoft SQL Server Standard or Enterprise 2016 for database applications. The RR/CC reserves the right to upgrade to the most current version of Microsoft software listed above and shall notify Contractor of planned upgrades six (6) months from commencement of such upgrades.

EXHIBIT A
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Any custom software and associated hardware software drivers identified by Contractor as not compatible with any planned upgrades shall be modified at Contractor's expense in order to become compatible. Contractor shall provide all Deliverables and other work hereunder so as to remain compatible with RR/CC's existing IT infrastructure. Since the incoming VBM process interfaces with the RR/CC's election management system, the Contractor will be required to work with the RR/CC to create the necessary interface, if required.

II. SCOPE OF WORK

Contractor shall:

1. Provide the County eight (8) Mail Ballot Verifier ("MBV") units and Automated Signature Recognition ("ASR") software to automatically compare the voter signature captured from the envelope against the signature on file.
2. Place return VBM envelope containing voted ballot in tray in the same sequence as scanned.
3. Provide the following to County, in TIFF compressed Tagged Image File Format ("TIFF") format:
 - Clipped signature from the image of the VBM voter's return envelope
 - The full-face image of the VBM voter's return envelope
4. Interface with County election management system.
5. Automatically capture the VBM signature as part of the scan process.
6. Contractor shall keep current with, and bring to the attention of County, technology that would improve and enhance the incoming VBM Voter Ballot Material Incoming Process.
7. Contractor shall provide an onsite Project Manager for each Election or a designated alternate. County must have access to the Project Manager during Election and as further designated in Election Plan. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis for a non-county wide election and a twelve (12) hour per day basis for a county wide election. Project Manager shall act as a central point of contact with the County. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
8. Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
9. Contractor shall be required to background check their if requested by the County employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

10. Contractor shall provide training as outlined in the Tasks and Deliverables.

County shall:

1. Monitor the Contractor's performance in the operation of this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.
 - a. Contract Discrepancy Report (SOW Exhibit 1)
 - i. Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
 - ii. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within one (1) workday.
2. Prepare Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

III. UNSCHEDULED WORK

The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work.

EXHIBIT A

Statement of Work

A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

IV. PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2 of Exhibit A (SOW Exhibit), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

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

V. TASKS AND DELIVERABLES

TASK 1 - PROJECT MANAGEMENT

Project planning and event management process are critical to track time-sensitive events that if not properly executed may compromise delivery and processing of VBM material. A comprehensive and detailed plan for each Election shall be developed by Contractor and delivered to County. This plan shall be known as the **Election Plan**.

County will meet with or submit a written request to Contractor no later than eighty-eight (88) days before the date of the Election (E-88) to formally request the use of Contractor's automated VBM Processing System. For Special Elections, County will submit a written request at least fifteen (15) days after the election date has been set. The written request shall include:

- The date of the Election
- Expected overall volume
- Expected average daily volume
- Expected highest peak in a twenty-four (24) hour processing day
- County's administrative, operational, and technical contacts (including name, phone number, and email address); and

- County's Project Director.

At the time of County's request, County will instruct Contractor on the sorting of VBM material by ballot type or precinct as mandated by state or federal legislation/law.

Contractor upon receiving County's written request shall prepare and deliver the Election Plan, with attachments as defined in this Statement of Work ("SOW"), no later than seventy-six (76) days before the date of the Election (E-76) or on date agreed upon by County and Contractor when operating in a Special Election timeline. County shall review and approve the Election Plan no later than sixty-six (66) days before the date of the Election (E-66) or on a date agreed upon by County and Contractor when operating in a Special Election timeline. County will monitor/oversee Contractor's progress based on the approved Election Plan, the Contract, SOW, and Amendments to the Contract.

The Election Plan shall incorporate all Contractor tasks and subtasks listed in the Contract, SOW, and any amendments to the Contract.

The Election Plan shall include the following:

1. Name of Contractor staff who will be assigned as the onsite Project Manager for the Election. Project Manager shall possess at least three years' experience performing similar VBM services in a jurisdiction with greater than seven hundred fifty thousand (750,000) registered voters.
2. A list of Contractor Staff who will be assigned to provide onsite and/or offsite support for the following areas: a) Operations b) Administrative and c) Technical. The list must include a short description of duties and responsibilities for each staff member.
3. A list of Contractor tasks and subtasks required to successfully support the Election. Start and end dates and responsibility assignments shall be included. At a minimum, all of the tasks and subtasks in the Contract, SOW, and amendments to the Contract shall be included in the list.
4. A list of tasks and subtasks that are to be executed by the County as determined by Contractor and after review and approval by County's Project Director.
5. A list of County approved subcontractor agencies that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that shall be provided. County approval shall be obtained prior to any subcontractor performance pursuant to Paragraph 8.40 (Subcontracting) of the Contract.
6. A list of procedures for transfer of electronic files between the County and the Contractor and a preliminary schedule with cutoff dates. At a minimum, the list shall include transfer of initial batch of VBM records, daily transmittal of VBM records, software upgrades, patches or fixes, and any other files that Contractor deems necessary for successful completion of critical tasks. The preliminary schedule shall be reviewed and approved by the County before it is considered final. County is aware that changes to the approved schedule may be necessary and will be handled on a case-by-case basis.

7. A list of resources required by Contractor, to be provided by County, to successfully support the Election. Resources may include but not limited to office supplies, office space, administrative computers, printers, and other office or administrative related items.
8. A list of dates and location of periodic meetings that are to be held to review the Election Plan and report on status of critical tasks. The list must include a short description or agenda for each meeting.

County will be responsible for overall oversight and control of tasks identified in the Contract, SOW and amendments to the Contract. Contractor shall manage and coordinate all tasks and subtasks listed in the Election Plan. Contractor shall provide sufficient staff to complete its assigned tasks and subtasks as described in the Election Plan and report progress to County's Project Director in writing. Any delay in execution of any task that may materially or substantially delay legally mandated processing deadlines shall be reported to the County Project Director within twenty-four (24) hours of discovery. Any changes to the Election Plan must be reviewed and approved by the County's Project Director, such approval not to be unreasonably withheld or denied.

DELIVERABLE 1

Contractor prepares an Election Plan in compliance with Project Management specifications set forth above and delivers it to County up to seventy-six (76) days before the date of the Election (E-76). County shall review the Election Plan and submit final changes no later than ten (10) days after receiving plan from Contractor. Contractor shall review the changes requested by County and be prepared to discuss in detail within forty-eight (48) hours.

TASK 2 - APPLICATION SOFTWARE (MBV 1.0.8.0)

Contractor shall provide its existing VBM processing Application Software that automates the functions required to handle the high volume of VBM in Los Angeles County. Contractor shall provide comprehensive and highly customized software that manages and controls the VBM incoming process. Application Software functionality shall include but not be limited to sound data integrity checks, exception reporting, integration with County election management system, and automated tools for transfer of data to/from County election management system. At a minimum, Application Software shall include:

1. Basic Data Capture: A software application that supports the Voter Signature Verification return data containing the County election management system VBM ID number in specified order or group in a tray. This database shall be delivered to RR/CC on electronic media.
2. Signature Capture: A software application that will support Item #1 above plus provide additional data elements consisting of signature clips associated with the tray envelopes. The form of the data will be compressed TIFF files named with the VBM ID.
3. Automated Signature Recognition (ASR): An Application Software interface that allow operators to easily select trays (from a list of available trays). One, several, or all trays may be selected for processing. A tray is considered a batch and a unique batch number is

EXHIBIT A
Statement of Work

assigned to each tray for tracking purposes. The Application Software must provide capability to allow specification of envelope, count per batch, and is usually set at or above three hundred (300) in Los Angeles County.

4. Contractor shall provide a report that list individual VBM ID numbers and envelope sequence numbers (by tray) and shall be available for on-demand printing. The report is to be organized into separate groupings by tray and by the following categories: a) challenged signatures and b) signatures that meet or exceed pre-determined verification thresholds. Both "A" and "B" will be provided in separate reports. A report that sorts by VBM ID number is available at the County election management system level after scanner data is uploaded.
5. The ASR Application Software shall enhance the Incoming VBM Ballot Material Process by reducing the current workflow; specifically by minimizing any manual side-by-side signature verifications which are processed utilizing County election management system. All signatures that meet or exceed pre-determined signature verification threshold will not be presented for side-by-side manual verification and will be electronically sent to County election management system for automatic updating of VBM envelope return envelope status.
6. County agrees to provide access to a network folder that contains signatures exported from County election management system. An existing utility in County election management system shall be used to export signatures. After the first initial load of all available signatures on file, daily updates will be appended to the main file.
7. In order to allow operator to correct mis-scans, misfeeds, or any other physical or logical condition that causes the Application Software to challenge envelopes in a tray, the Application Software shall alert operator by sending the challenged envelopes into the error tray located on the backside of the output bin. The ASR Application Software provides a process for rescanning just the challenged VBM envelopes, rather than the entire tray.
8. ASR Application Software and associated physical components shall be scalable and able to meet County's requirement of being able to process one hundred thousand (100,000) incoming envelopes within an eight (8) hour workday. Processing in this context is defined as going through the following series of discrete steps: a) scanning/endorsement; b) image recognition and storage; c) signature verification; d) file export; e) error and exception handling of challenged envelopes until they are deemed corrected or manually reconciled
9. ASR Acceptance Testing by County shall consist of conducting a test using files from a specified Election and Contractor agrees to provide a working version of the System (both hardware and software) and provide on-site/telephone technical and operational support. Scope of Acceptance Testing shall include end-to-end processing of envelopes from scanning to file export.

DELIVERABLE 2

Contractor provides its existing ASR Application Software which manages and controls, to the highest extent possible and commercially reasonable the VBM incoming process, including sound

data integrity checks, exception reporting, and integration with County election management system for the transfer of data.

TASK 3 - INCOMING PROCESS

Contractor shall be required to process VBM envelopes returned by voters. The return process for the VBM ballot envelopes starts approximately twenty-nine (29) days before the date of the Election (E-29) in varying amounts depending upon return mail quantities and continues through the end of canvass, up to thirty (30) days after Election Day (E+30). The quantity of the incoming VBM envelopes typically increases with each day.

VBM envelopes (returned by voters) are grouped into batches and dropped in trays. Application Software provided by Contractor shall be used to manage and track scanning of returned VBM envelopes and extraction of data needed by County election management system to verify signature and validate voted VBM ballots. Contractor shall provide upgraded scanner software when and if the same is developed to County to process the returned mail ballots. Contractor shall arrange for maintenance/service technicians as needed.

1. Application Software together with System Hardware shall be capable of processing up to one hundred thousand (100,000) envelopes in an eight (8) hour processing period. Processing shall begin at the point envelopes are scanned and include time expended for handling error conditions such as duplicates, misprinting of endorser number, misfeeds or jams, and any other condition that triggers manual counting and viewing of individual envelopes in a batch to verify counts and integrity of data.
2. Application Software shall automatically read and interpret data from barcodes printed on the envelopes. A single electronic file containing VBM IDs within each batch, in the order they were scanned, shall be generated and automatically sent to County election management system for further processing. If applicable, upon County completion of necessary modifications to the County election management system, an automated interface shall be developed and implemented to allow automatic transmittal and processing of electronic file directly to the County election management system.
3. Application Software shall automatically read and save clipped signature images from scanned envelopes. A single electronic file containing signatures within each batch, in the order they were scanned, shall be generated and automatically sent to County election management system for further processing. If applicable, upon County completion of necessary modifications to County election management system, an automated interface shall be developed and implemented to allow automatic transmittal and processing of electronic file directly to the County election management system. Signature files created from this subtask shall be automatically linked to the VBM ID file described in item #2 above.
4. Application Software shall have a verification mechanism for ensuring that the number of envelopes scanned in each batch or tray matches the count of records saved to files described in items #2 and #3 above. The same verification mechanism shall also verify that the records in these files are stored in the same order as when the envelopes were physically scanned.

EXHIBIT A
Statement of Work

5. After the VBM envelopes are scanned and tracking reports are printed for each tray, County shall put them back in tray in the same order they were scanned.
6. In the event the automated interface described in items #2 and #3 above challenges any of the files, a method shall be available for manually uploading the files to County election management system. Contractor shall include procedures for such manual method in the Election Plan.
7. Scanner Equipment and monitor(s) shall have scanning capability of at least two thousand four hundred (2,400) envelopes per hour.

DELIVERABLE 3

Contractor processes all VBM envelopes in conformance with the requirements of Incoming Process set forth above.

TASK 4 - REPORTS AND RECORDS

Contractor must produce a daily report, whose totals must balance to the number of records on the transaction file supplied by the RR/CC.

Contractor shall provide reports to County. These reports are needed to provide an audit trail of critical events and allow for quick identification of problems so that they can be resolved quickly. The reports shall also give the County, additional tools for reconciling/balancing workload and manually reconciling challenged records.

1. Report that shows count of signatures accepted, count of signatures challenged, reason signatures were challenged, and VBM identification numbers (VBM ID) of challenged signatures. This report shall be known as the "Summary Verification Report."
2. Contractor shall maintain a file delivery log that contains at a minimum, filenames, delivery dates/times, count of records accepted (by file), count of records challenged (by file), and total record count (running totals and grand total). A copy of such log shall be delivered to County daily by the end of daily operations and shall show all accumulated file deliveries as specified by the County.
3. Contractor shall retain records of the use of ASR to confirm that payments due have been made in accordance with the Contract terms. Contractor shall provide County with said records of ASR use, upon County's request.

DELIVERABLE 4

Contractor provides required reports with specified detail as described above to County on a daily basis.

TASK 5 - OPERATIONS/TECHNICAL SUPPORT

Contractor shall assist the County with the processing of VBM ballots where County shall provide Contractor staff access to County facilities for the purpose of training, on-site support, maintenance, and general management/supervision of the operation.

County designated staff reserves the right to stop the operation if at any time it appears that specifications are not being met until satisfied that the conditions are as specified. Any such stoppage will be resolved without undue delay so as to minimize the interruption of operations.

Contractor shall provide sufficient staff at locations approved by County's to ensure timely completion of tasks and subtasks listed in this Statement of Work.

1. Contractor shall provide personnel to provide project management support, operate scanning software/equipment, and operate ASR software.
2. Contractor shall provide personnel to operate and update software that controls scanning equipment and ASR software, file imports/exports, and associated peripheral equipment or operations that directly or indirectly support the automated VBM processing system. Contractor shall submit list of staff who will be working on-site, along with a short description of duties and responsibilities no later than sixty-six (66) days before the date of the Election (E-66).
3. Contractor staff must be physically present and available at all times during County working hours, including evenings, weekends and holidays when Contractor processes are operating. On or before twenty-nine (29) days before the date of the Election (E-29) until the end of canvass, Contractor staff shall report to County VBM processing facility, unless otherwise agreed upon between County and Contractor, and shall be ready to support County staff in performing tasks and subtasks identified in this SOW.
4. Contractor shall arrange service technicians that are capable of maintaining machine operations. Contractor shall be responsible for dispatching operator and/or technician within forty-eight (48) hours of a needed repair for a county wide election, or other such timeframe as may be agreed to between the parties, at a cost not to exceed price listed in Exhibit B (Pricing Schedule) of the Contract. For non-county wide elections, it is expected the County will use available onsite backup MBV units in the event that an MBV unit is taken out of service.
5. To ensure maximum effectiveness and efficiencies, it is essential that Contractor staff are onsite and physically present during County working hours unless otherwise agreed upon between the County and Contractor.

DELIVERABLE 5

Contractor provides personnel and support services as required under Task 5 (Operations/Technical Support) above to County's satisfaction.

TASK 6 - SECURITY

The processing of the VBM ballots will be performed by Contractor who will be assisted by County personnel. County will provide Contractor personnel access to VBM processing facility during working hours for the purpose of training, on-site support, maintenance and general management/supervision of the operation.

- 1) The County must maintain controlled access to storage spaces where the VBM ballots are stored with a record of all employees having access to the area and a sign-in/sign-out log for all persons entering the space, including Contractor personnel.
- 2) Contractor will provide County with a list of Contractor personnel requesting access to the VBM returned ballots and secure areas. The County must approve the list of employees.
- 3) Contractor personnel responsible for training and providing on-site support shall display on their person a valid photo identification card.

County reserves the right to stop any or all operations if at any time it appears that specifications are not being met until satisfied that the conditions are as specified. Any such stoppage will be resolved without undue delay so as to minimize the interruption of operations.

DELIVERABLE 6

Contractor provides County with a list of Contractor personnel requesting access to the VBM returned ballots and secure areas. Contractor staff displays photo ID badges and abides by all County security requirements at all times while on site.

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): _____

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Contractor Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date
--	--

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____ Signature of Contractor Representative	_____ Date
---	---------------

COUNTY ACTIONS:_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT A
Statement of Work, Exhibit 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
TASK 3 - INCOMING PROCESS	Contractor processes all envelopes		\$500 per occurrence
TASK 4 - REPORTS AND RECORDS	Contractor provides required reports with specified detail		\$250 per day
Contract Discrepancy Report	Upon receipt of a formal Contract Discrepancy Report, Contractor shall submit a plan for correction of all deficiencies identified in writing to County Project Manager within one (1) workday	Inspection & Discrepancy Report	As set forth in Section 8.26 (Liquidated Damages)

**EXHIBIT B
PRICING SCHEDULE**

**PRICING SCHEDULE
ABSENTEE VOTER BALLOT MATERIAL PROCESSING
(INCOMING VOTE BY MAIL)**

DRAFT

SERVICES	DESCRIPTION	UNIT PRICE																		
Incoming Mail Processing	MBV Signature Capture and Signature Verification scanning process: Signature Capture w/clipped image to DIMS voter registration system.																			
	Fee for Local Elections (Local Elections are any election where only a portion of the County is mailed a ballot.)																			
	Less than 5,000 pieces	\$2,500 per election																		
	5,001-25,000 pieces	\$5,000 per election																		
	25,001-75,000 pieces	\$10,000 per election																		
	75,001-150,000 pieces	\$18,750 per election																		
	150,001+	\$28,060 per election																		
	Countywide	\$74,750 per election																		
	State Primary	\$86,820 per election																		
	State General (up to 50,000 pieces)	\$11,500 per election																		
	More than 1,000,000 pieces will be billed, in addition to the above fee in accordance with the following graduated scale, as follows:																			
	<table border="1"> <thead> <tr> <th colspan="2">Volume Band</th><th>Cost per piece</th></tr> </thead> <tbody> <tr> <td>1,000,001</td><td>1,500,000</td><td>\$ 0.081</td></tr> <tr> <td>1,500,001</td><td>2,000,000</td><td>\$ 0.046</td></tr> <tr> <td>2,000,001</td><td>2,500,000</td><td>\$ 0.023</td></tr> <tr> <td>2,500,001</td><td>3,000,000</td><td></td></tr> <tr> <td>3,000,001+</td><td></td><td></td></tr> </tbody> </table>	Volume Band		Cost per piece	1,000,001	1,500,000	\$ 0.081	1,500,001	2,000,000	\$ 0.046	2,000,001	2,500,000	\$ 0.023	2,500,001	3,000,000		3,000,001+			
Volume Band		Cost per piece																		
1,000,001	1,500,000	\$ 0.081																		
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2,000,001	2,500,000	\$ 0.023																		
2,500,001	3,000,000																			
3,000,001+																				
	*Amounts set forth above shall be invoiced after each applicable election.																			

**EXHIBIT B
PRICING SCHEDULE**

Service Level Commitments

ELECTION SIZE	SERVICE LEVEL
Less than 5,000 pieces	On site, by phone or virtual for kick off meeting
	Participation in weekly status meetings by phone
	Phone/ Remote SW/HW support
	On site service response no more than 2 working days
5,001-25,000 pieces	On site, by phone or virtual for kick off meeting
	Participation in weekly status meetings by phone
	Phone/ Remote SW/HW support
	On site service response no more than next working day
25,001-75,000 pieces	On site, by phone or virtual for kick off and weekly status meetings
	On site during active envelope processing
75,001-150,000 pieces	On site, by phone or virtual for kick off and weekly status meetings
	On site during active envelope processing
150,001+	On site, by phone or virtual for kick off and weekly status meetings
	On site during active envelope processing

Mail Ballot Verifier (MBV) Units Terms and Conditions:

In accordance with the terms and conditions of this Contract, Contractor shall provide MBV units which shall replace the County's current Vote Remote units. Contract shall provide such MBV units in accordance with the following terms:

- Contractor shall provide and install no more than a cumulative total of eight (8) Mail Ballot Verifier (MBV) units on a schedule to be mutually agreed upon by the parties. The County may use some or all of the eight (8) MBV units for County elections during the Term in accordance with the license terms set forth in the Contract;
- The MBV units shall, at all times, remain the property of Contractor and the Contractor may remove some or all of the MBV units at its cost for use by Contractor's other customers during the Term, provided Contractor shall not remove any MBV units which are necessary for the conduct of an election in the County. Notwithstanding the foregoing, Contractor shall remove all of the MBV units upon expiration of the Contract;
- Contractor shall package and deliver the Contractor MBV units to the VBM operation center location determined by County. Contractor shall be responsible for any damages that may occur to the MBV units during such move.
- The fees set forth above include installation, training, and hardware/software support for the MBV units; and
- Contractor agrees to extend the use and support of the Contractor owned server provided to County in 2016 through the Contract Term.

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT #: #21-005

CONTRACTOR'S NAME: Election Systems & Software (ES&S), LLC

CONTRACT TITLE: Incoming Vote by Mail (VBM) Automated Signature Verification (ASV) Services

COUNTY PROJECT DIRECTOR:

Monica Flores
(562) 462-2697
mflores@rrcc.lacounty.gov

COUNTY PROJECT MANAGERS/STAFF:

Artur Markosyan (562) 462-2798 amarkosyan@rrcc.lacounty.gov	Tanya Ramirez (562) 462-2910 tframirez@rrcc.lacounty.gov
---	--

COUNTY CONTRACT ADMINISTRATOR

All notices to COUNTY shall be mailed and e-mailed to contracts@rrcc.lacounty.gov

FINANCE/INVOICES

E-mail all invoices to the project director, project managers, contractor administer listed above and accountspayable@rrcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACT #: #21-005

CONTRACTOR'S NAME: Election Systems & Software (ES&S), LLC

CONTRACT TITLE: Incoming Vote by Mail (VBM) Automated Signature Verification (ASV) Services

CONTRACTOR'S STAFF:

Project Director Name: Brian Chisholm
Job Title: Regional Manager – Field Services
Address: 11208 John Galt, Omaha, NE 68137
Phone: (402) 537-1103
Email: brian.chisholm@essvote.com

Project Manager Name: Maria Infante
Job Title: Project Manager
Address: 8315 Jackson St, Paramount, CA 90723
Phone: 562-201-4014
Email: maria.infante@essvote.com

Bryan Hoffman
Job Title: VP of Corporate Sales - West
Address: 1727 Southwood Trail, St. Cloud, MN 56301
Phone: (320) 267-4631
Email: bryan.hoffman@essvote.com

CONTRACTOR'S AUTHORIZED OFFICIAL

Authorized Official Name: Richard Jablonski, VP of Finance
Address: 11208 John Galt, Omaha, NE 68137
Phone: (402) 537-1103
Email: dick.jablonski@essvote.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

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

2.203.060 Enforcement and Remedies.

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

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

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

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

2.203.090. Severability.

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

**Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

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?

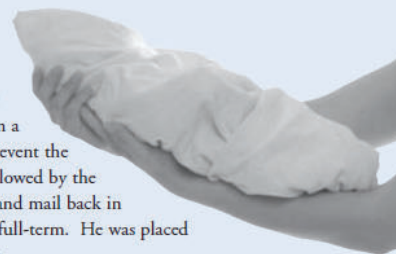
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.



Safely Surrendered Baby Law

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



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 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.



INTENTIONALLY OMITTED

GLOSSARY

Definitions

All capitalized terms, words and phrases shall have the meanings given to them below whenever used in this Contract, including the body of the Contract and Statement of Work, and other exhibits hereto unless otherwise apparent from the context in which they are used.

A

Acceptance: As used herein, the term shall mean County's written approval of any tasks, subtasks, deliverables, goods, services or other Work, including Acceptance Tests, provided by Contractor to County pursuant to this Contract.

Automated Signature Recognition Software: Computer software used to capture signatures from Vote by Mail envelopes and compare that signature to the voter's signature on file in their voter record.

B

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

C

Contract: This contract 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

Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an contract with the County to perform or execute the work covered by this contract.

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

County Project Manager: Person designated by County's Project Director to manage the operations under this contract.

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.

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.

D

Day(s): Calendar day(s) unless otherwise specified

E

Election Management System (EMS): Individually and collectively, Intellectual Property, Software, hardware and firmware procured by the County that meets the functional, technical and other specifications and any performance or results required by the EMS Contract, provided in the Contractor Proposal, and as outlined in any Statement of Work including the Implementation Statement of Work, Hosting Statement of Work, and the Maintenance and Support Statement of Work. For the avoidance of doubt, the System does not include County Data that is collected, processed, stored, or distributed by the System.

F

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

I

Incoming Vote by Mail (VBM): Voted ballots received from voters either via mail or drop-off.

K

County Information: Any County information, data, records, and information to which a Contractor has access or possession or that have otherwise been provided to a Contractor, whether or not intended under or for the purposes of the Contract, and includes any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household including name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data.

For the avoidance of doubt, County Data shall include (a) all “nonpublic information,” as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.8082, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679), and/or (e) affidavits of voter registration, voter registration information, and voter registration records as set forth in California Government Code section 6254.4 and California Code of Regulations (CCR) section 19001.

M

Mail Ballot Verifier Units: System consisting of hardware and software to scan, capture and process images of VBM envelopes.

Maintenance and Support (Software and Hardware): The stage in which the Contractor will fix deficiencies for the County.

S

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.

Subcontract: An contract by the contractor to employ a subcontractor to provide services to fulfill this contract.

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.

V

Vote by Mail (VBM): Program which allows voters to mark and submit a paper ballot to the County to cast their votes in an election.

EXHIBIT L Background Check Form



STATE OF CALIFORNIA
BCIA 9016
(orig. 04/2001; rev. 01/2011)

EXHIBIT L – Background Check Form

DEPARTMENT OF JUSTICE

REQUEST FOR LIVE SCAN SERVICE

[Print Form](#)

[Reset Form](#)

Applicant Submission

A1500 Employment
ORI (Code assigned by DOJ) Authorized Applicant Type

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - if assigned by DOJ, use exact title assigned)

Contributing Agency Information:

COUNTY OF LOS ANGELES-REGISTRAR-RECORDER 09167
Agency Authorized to Receive Criminal Record Information Mail Code (five-digit code assigned by DOJ)
12400 E. IMPERIAL HWY
Street Address or P.O. Box Contact Name (mandatory for all school submissions)
NORWALK CA 90650
City State ZIP Code (562) 462-2285
Contact Telephone Number

Applicant Information:

Last Name First Name Middle Initial Suffix
Other Name (AKA or Alias) Last First Suffix
Date of Birth Sex ☐ Male ☐ Female Driver's License Number
Height Weight Eye Color Hair Color Billing Number
Place of Birth (State or Country) Social Security Number (Agency Billing Number)
Home Address Misc. Number
Street Address or P.O. Box (Other Identification Number)
City State ZIP Code

Your Number:
OCA Number (Agency Identifying Number)

Level of Service: ☒ DOJ ☒ FBI

If re-submission, list original ATI number:
(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name Mail Code (five digit code assigned by DOJ)
Street Address or P.O. Box
City State ZIP Code Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator Date
Transmitting Agency LSID ATI Number Amount Collected/Billed

ORIGINAL - Live Scan Operator

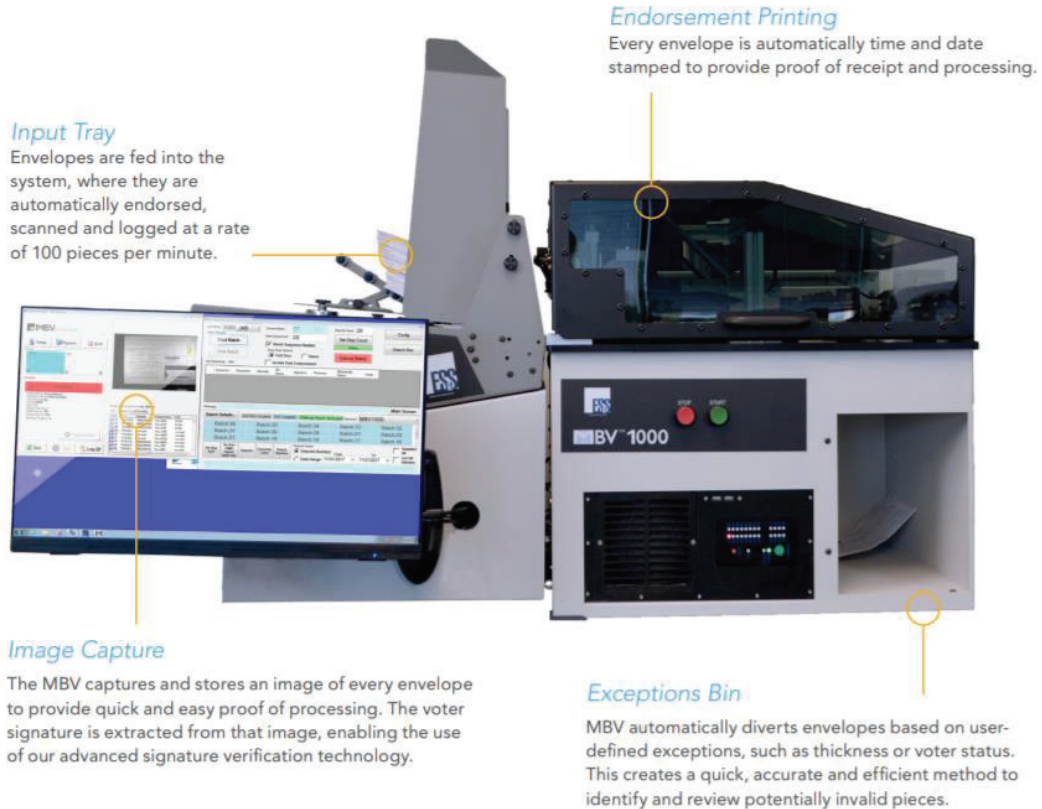
SECOND COPY - Applicant

THIRD COPY (if needed) - Requesting Agency

EXHIBIT M
Intentionally Omitted

EXHIBIT M – Intentionally Omitted

Mail Ballot Verifier® *Inbound Mail Ballot Processor*



AUTOMATED SIGNATURE RECOGNITION (ASR):

Industry-proven software is used to automatically compare the voter signature captured from the envelope against the signature on file. Users set a confidence threshold and any signature matching that criteria is automatically flagged as verified, eliminating the need for a manual review.

Version 2
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MBV Solution

More and more, voters are using the mail to cast their ballots. While this is a convenient option for voters, processing and verifying mailed ballots can be time consuming and labor intensive for election officials. With the Mail Ballot Verifier (MBV), verifying and sorting mailed ballots can be fully automated. This reduces costs and labor involved in completing this time-sensitive function.

EFFICIENT AND SECURE



All envelopes are imaged and serialized by the MBV. This eliminates the need to handle voted ballots to verify them, and allows for more efficient and secure signature verification and better use of employee time.

ON-SCREEN, SIDE-BY-SIDE COMPARISON



The MBV provides an on-screen comparison of unverified signatures by displaying both the voter's and reference signatures side-by-side on a screen. The user simply accepts or rejects the envelope with a couple clicks of their mouse. This process is 5-10 times faster than the traditional method of manually scanning envelopes. ES&S can provide this on-screen viewing capability, or the MBV can exchange data with a jurisdiction's existing voter registration system, if that functionality is already offered.

IN-LINE SORTING



Sort bins can be added to the MBV 1000, allowing users to automatically separate and sort mail based on a variety of criteria such as geography (precinct, district, ward, etc.), voter status and exception types (no signature, invalid, too thick, etc.). This eliminates manual sorting and ensures only valid envelopes are made available for verification.

COMPACT AND COST EFFECTIVE



Unlike other systems on the market, the MBV is compact, quiet and easy to use, making it an ideal solution for the office environments operated by election staff. Additionally, the price of the MBV is significantly less than any other solution on the market — making it cost effective even for jurisdictions processing as few as 10,000 mail ballots.

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

PENDING



CONTRACT NUMBER #21-005

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ELECTION SYSTEMS AND SOFTWARE, INC. (ES&S)

FOR

**INCOMING VOTE BY MAIL (VBM)
AUTOMATED SIGNATURE VERIFICATION SERVICES**

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EXHIBITS

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- C Contractor's Proposed Schedule
- D Contractor's EEO Certification
- E County's Administration
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- G Form(s) Required at the Time of Contract Execution
 - Contractor Acknowledgement and Confidentiality Agreement
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J Intentionally Omitted
- K Glossary
- L Background Check Form
- M Intentionally Omitted
- N Mail Ballot Verifier Info Sheet
- O Intentionally Omitted
- P Information Security and Privacy Requirements

**CONTRACT #21-005 BETWEEN
COUNTY OF LOS ANGELES
AND
ELECTION SYSTEMS AND SOFTWARE, LLC (ES&S)
FOR
INCOMING VOTE BY MAIL (VBM) AUTOMATED SIGNATURE
VERIFICATION SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Election Systems and Software, LLC , hereinafter referred to as "Contractor". ES&S is located at 11208 John Galt Blvd. Omaha, NE 68137.

RECITALS

WHEREAS, pursuant to Government Code Section 31000, the Board of Supervisors ("Board") is authorized to contract with a private firm for special services; and

WHEREAS, the Board has authorized the County Registrar-Recorder/County Clerk ("RR/CC" or "Department") to administer this Contract;

WHEREAS, the Contractor is a private firm specializing in Vote by Mail services; and

WHEREAS, the County may contract with private businesses for providing Vote by Mail services when certain requirements are met; and

WHEREAS, the RR/CC desires Incoming Vote by Mail services to ensure the success of its future elections;

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

1 APPLICABLE DOCUMENTS

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, K L, N, O and P 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 - 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 - Contractor Acknowledgement 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 - Glossary
- 1.12 Exhibit L - Background Check Form
- 1.13 Exhibit M - Intentionally Omitted
- 1.14 Exhibit N - Mail Ballot Verifier Info Sheet
- 1.15 Exhibit O - Intentionally Omitted
- 1.16 Exhibit P - Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 All capitalized terms, words and phrases shall have the meaning given in Exhibit K (Glossary) whenever used in this Contract, including the body of the Contract, Exhibit A (Statement of Work), and all other exhibits, unless another intended meaning is plain from its usage for a specific section.

3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be two (2) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of four (4) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

- 4.3 The Contractor shall notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department to contracts@rrcc.lacounty.gov

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The "Contract Sum" under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services, and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is \$.

5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule).

Contractor's fees shall remain firm and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum (\$) over the Term of the Contract, including any extensions thereof.

5.1.3 An Amendment to this Contract shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.

5.1.4 The maximum Contract Sum shall not exceed Dollars (\$).

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 RR/CC 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.

Each invoice shall contain:

- Invoice Number
- Invoice Date
- Name of Election / Election Date Services were provided
- Tax ID
- Contract Name
- Contract Number
- Project Director Name
- For each task, subtask, deliverable, good, service, or other work as described in Exhibit A (Statement of Work) and Exhibit B (Pricing Schedule) for which payment is claimed

5.5.5 All invoices under this Contract shall be emailed in PDF format to: accountspayable@rrcc.lacounty.gov and the County Project Director and County Project Manager as indicated in Exhibit E, County's Administration.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 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 are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 County's Project Director

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

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

6.3 County's Project Manager

- 6.3.1 The 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 Contract 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 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.

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 photo identification badge.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and

continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. County may require the Background Check to include verification of COVID-19 vaccination status and/or COVID-19 testing of Contractor staff. 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.

7.5.4 See Exhibit L (Request for Livescan Form)

7.5.5 For questions, contact employeerelations@rrcc.lacounty.gov

7.6 Confidentiality

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

- 8.1.3 The Department Head or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Department Head 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 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 ten (10) 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 three (3) 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 five (5) 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,. 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. 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.

- 8.6.3 Contractor and all Contractor employees shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the Department. This includes, without limitation, all applicable public health order, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local official and authorities, or by the Department or County in response to the novel coronavirus COVID-19 pandemic, which could include providing proof of COVID-19 vaccination and/or COVID-19 testing.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which

is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review

the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program’s definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

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

all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for 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 on a full time basis set forth herein for the County, 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 full time additional or replacement personnel after the effective date of this Contract to perform services for the County as set forth herein under 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 qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all full time job openings with the County with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or

the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

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

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

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

- 8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in

compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

- 8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees.

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"). For the avoidance of double, force majeure events shall not include (a) financial distress nor the inability of either party to make a profit or avoid financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. .
- 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 up to the value of the 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 e-mailed to: contracts@rrcc.lacounty.gov

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.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of

contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

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

8.25.4 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 Property Coverage

Property Coverage provides protection against losses due to perils such as fire, vandalism, theft, and water damage, and is only required when a contractor takes custody of County owned or leased property (for example, contractor occupies a County building, or is given County computers to use at non-County locations, such as the contractor's business premises). Part of the prior agreement with ESSVR required staff to come to RR/CC locations to provide maintenance and services to assist with the VBM-ASV machines, if they are provided any County property (e.g., laptops, cell phones, etc.), including property coverage may be appropriate.

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.6 Technology Errors & Omissions Insurance

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

8.25.7 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and

Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; (b) recover those portions of Contract sums paid by the County to Contractor for services which were deemed deficient by the Department Head, or his/her designee; and/or (c) 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 five thousand dollars (\$5,000.00) per infraction, or as specified in the Exhibit 2 (Performance Requirements Summary (PRS)) Chart Appendix A (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 Department Head, or his/her 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 thirty (30) days prior written notice thereof to the other party. The Department Head, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

- 8.36.1 Any documents submitted by the contractor specific to this Contract shall 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.

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

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor **without the advance approval of the County**. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor;
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of

the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to: contracts@rcc.lacounty.gov
- 8.40.9 The subcontractor and all subcontractor's employees shall be subject to all applicable public health orders, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local authorities, or by the Department. This includes, without limitation, all applicable public health order, mandates, statutes, rules, regulations, protocols, policies and procedures required by Federal, state, and local official and authorities, or by the Department or County in response to the novel coronavirus COVID-19 pandemic, which could include providing proof of COVID-19 vaccination and/or COVID-19 testing.

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 ninety (90) 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 The County shall be required to pay for all services performed and products delivered up until the date of termination.
- 8.42.4 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.

8.59 AUTOMATED SIGNATURE RECOGNITION

Contractor is responsible for ensuring Contractor has access to, and use of, the software and equipment necessary for Contractor to perform the Automated Signature Verification services Contractor is required to provide to County hereunder. Contractor may, at its discretion, incorporate any upgrades within the Vote By Mail processing application software the Contractor uses to provide the Automated Signature Verification Services capability. **Any such upgrades incorporated by Contractor shall be at no additional charge to the County.** Notwithstanding any upgrades or modifications to the Vote By Mail processing application software, the application software provided by the Contractor hereunder shall satisfy all

applicable requirements to perform the Automated Signature Verification services as provided in Exhibit A (Statement of Work)."

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Ownership of Materials, Software and Copyright

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

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed specifically for the County pursuant to this Contract or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material. 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such

proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

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

9.5 Intentionally Omitted

9.6 Data Destruction

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

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

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

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

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

COUNTY OF LOS ANGELES

ELECTION SYSTEMS AND
SOFTWARE, LLC

DEAN C. LOGAN
Registrar-Recorder/County Clerk

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Deputy County Counsel

SOLE SOURCE CHECKLIST

Department Name: Registrar-Recorder/County Clerk

☒

New Sole Source Contract

☐

Existing Sole Source Contract

Date Sole Source Contract Approved: 12/07/21

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 checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" 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.

Sheila Williams Digitally signed by Sheila Williams
Date: 2021.11.09 17:34:57 -08'00'

Chief Executive Office

Date

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	11/17/2021	
BOARD MEETING	12/7/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	4th	
DEPARTMENT	CEO and DMH	
SUBJECT	Approval of a request to authorize the Chief Executive Officer, or her designee, to negotiate and execute proposed real estate license agreements with five Department of Mental Health service providers at the Rancho Los Amigos National Rehabilitation Center Restorative Care Village.	
PROGRAM	The proposed license agreements will allow the five service providers to use the facility to provide crisis residential treatment programs. Services will include support groups, individual therapy, medication, and case management.	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: One of the five service contracts was sole sourced (see Background Section below for further information.	
DEADLINES/ TIME CONSTRAINTS	None. The proposed licenses will be effective and commence upon Board approval and CEO's execution.	
COST & FUNDING	Total County compensation: N/A	Funding source: California Health Facilities Financing Authority grant
	TERMS (if applicable): The rent is gratis and County to pay all utilities and repairs. The term is 3 years with two, 1-year options to extend. The County has the right to terminate at will with a courtesy 30 days' notice.	
PURPOSE OF REQUEST	Approval of the recommended actions will allow the service providers to carry out the DMH service contracts for mental health crises residential treatment programs.	
BACKGROUND (include internal/external issues that may exist)	<p>On November 12, 2019, the Board approved the Phase 1 of the Restorative Care Village project for the Rancho Los Amigos National Rehabilitation Center campus and awarded the design-build contract for the construction of 80 beds comprised of five 16-bed CRTPs. Construction of the five buildings is now complete. DMH completed a competitive solicitation process for contracted providers to operate the CRTPs, which will provide a short-term alternative to hospitalization to address mental health needs. As five distinct providers are needed at this site and only four agencies responded to the competitive solicitation, DMH reached out to negotiate a fifth contract, on a sole source basis, with a provider that has the historical capability to provide CRTP services. Per Board Policy 5.100, Sole Source Contracts, DMH seeks to comply with State programmatic requirements (CHFFA) to meet their grant timeline by negotiating the remaining contract that did not receive responses.</p> <p>Onsite services include daily support groups, individual therapy, case management services, and medication support services and are designed to resolve the immediate needs and improve the level of functionality of the individuals so that they are able to return to a less intensive treatment environment via care coordination and discharge planning. These 80 beds will help Rancho Los Amigos National Rehabilitation Center patients, as well as those patients from other County facilities, in getting needed mental health support so they are fully able to reintegrate into the community.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Michael Rodriguez CEO- Real Estate Division 213-974-4246 Mgrodriguez@ceo.lacounty.gov	



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

FESIA A. DAVENPORT
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

December 7, 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:

**RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
RESTORATIVE CARE VILLAGE
LICENSES TO FIVE RESIDENTIAL TREATMENT PROGRAM PROVIDERS
(FOURTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the County to license the use of the property located at 7601 Imperial Highway in the City of Downey, commonly known as the Rancho Los Amigos National Rehabilitation Center to the following service providers (collectively Service Providers): Valley Star Behavioral Health, Inc., Central Star Behavioral Health, Inc., Star View Behavioral Health, Inc., Didi Hirsch Mental Health Services, and the Telecare Corporation.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed licenses to the Service Providers are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Pursuant to Government Code section 26227, find that the portions of the Rancho Los Amigos National Rehabilitation Center Restorative Care Village (Rancho), proposed to be licensed to the Service Providers are not currently needed for County purposes.
3. Pursuant to Government Code section 26227, find that the programs and services to be provided by the Service Providers are necessary to meet the social needs of the County and serve public purposes which benefit the County.

4. Authorize the Chief Executive Officer, or her designee, to negotiate and execute the proposed license agreements (Licenses) with the Service Providers, approved as to form by County Counsel, to occupy their respective premises at Rancho pursuant to the terms and conditions set forth in their respective proposed License.

5. Authorize the Chief Executive Officer, or her designee, to negotiate, approve, and/or execute any ancillary documentation or amendments, approved as to form by County Counsel, which are necessary and appropriate to effectuate the proposed Licenses and to take any other actions necessary and appropriate to implement and effectuate the proposed Licenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 31, 2017, the Board approved a motion directing the Chief Executive Office (CEO), Departments of Health Services (DHS), Mental Health (DMH), and Public Health (DPH), in consultation with the Department of Public Works (Public Works), to complete a report regarding the siting and phasing of various components of the proposed Restorative Care Villages on County health care campuses, which included building facilities for 240 Crisis Residential Treatment Program (CRTP) beds partially funded by a grant from the California Health Facilities Financing Authority (CHFFA) that will expire on December 31, 2021. The completed report described the locations for the various proposed Restorative Care Village facilities and the phasing of the proposed projects.

On November 12, 2019, the Board approved Phase 1 of the Restorative Care Village Project for the Rancho campus and awarded the design-build contract for the construction of 80 beds comprised of five 16-bed CRTPs. Construction of the five buildings is now complete. DMH completed a competitive solicitation process for contracted providers to operate the CRTPs, which will provide a short-term alternative to hospitalization to address mental health needs. As five distinct providers are needed at this site and only four agencies responded to the competitive solicitation, DMH reached out to negotiate a fifth contract, on a sole source basis, with a provider that has the historical capability to provide CRTP services. Per Board Policy 5.100, Sole Source Contracts, DMH seeks to comply with the CHFFA programmatic requirements to meet their grant timeline by negotiating the remaining contract that did not receive responses.

Onsite services include daily support groups, individual therapy, case management services, and medication support services and are designed to resolve the immediate needs and improve the level of functionality of the individuals so that they are able to return to a less intensive treatment environment via care coordination and discharge planning. These 80 beds will help Rancho patients, as well as those patients from other County facilities, to receive needed mental health support so they are fully able to reintegrate into the community.

The proposed Licenses with the Service Providers would have three-year terms with two, one-year options to extend. If each Service Provider exercises their respective two options, the total proposed License terms would be five years for each Service Provider. The County can terminate at will with a courtesy 30 days' notice. The proposed Licenses would have gratis rent and County would provide utilities and building maintenance.

In consideration, the Service Providers would provide mental health support via support groups, individual therapy, medication, and case management pursuant to separate services agreements that would run concurrently with the term of the Licenses. The Licenses are needed to allow the Service Providers to use County property to provide the specified services.

Implementation of Strategic Plan Goals

The proposed Licenses support the Countywide Strategic Plan Goal of Enhancing Delivery of Comprehensive Interventions by streamlining access to integrated health services (Strategy I.2.2) and integrating substance use disorder treatment services (Strategy I.2.3) by allowing the Service Providers to provide mental health support in the form of support groups, individual therapy, medication, and case management.

FISCAL IMPACT/FINANCING

The proposed Licenses to the Service Providers will be on a gratis basis. DMH will pay for all utilities and building maintenance costs, which are estimated to total \$228,000 in Fiscal Year (FY) 2021-22 and \$390,000 annually thereafter. Utilities and building maintenance costs will be funded by State and Federal revenues. DMH has sufficient appropriation for these costs in the FY 2021-22 budget, and funding for costs in future fiscal years will be requested through DMH's annual budget request process.

DMH also anticipates ongoing annual operating costs estimated at \$10,000,000 for the five Service Providers at Rancho in FY 2021-22, and \$17,000,000 annually thereafter. The ongoing costs for this program will be funded by State Mental Health Services Act and Medi-Cal revenues, and sufficient appropriation for the operating costs are available in DMH's Fiscal Year 2021-22 budget. Funding for operating costs will be requested through DMH's annual budget request process. There is no net County cost impact associated with the above recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code section 26227, the Board has the authority to make available real property not needed for County purposes, to non-profit entities for the operation of programs which serve public purposes and are necessary to meet the social needs of the population of the County. In addition, Government Code section 25537(b) provides authority for the Board to enter into licenses of a duration not exceeding ten years and having monthly rental not exceeding \$10,000 without the need for a bidding procedure. The Service Providers will provide much needed mental health support so that individuals can fully integrate into the community.

ENVIRONMENTAL DOCUMENTATION

The proposed Licenses to the Service Providers are categorically exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15301 (Existing Facilities), and Class 1 of the County of Los Angeles Environmental Document and Reporting Procedures and Guidelines, and none of the exceptions set forth in the State CEQA Guidelines section 15300.2 apply.

The proposed Licenses will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site compiled, pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, the department will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will not have any impact on current services or projects.

CONCLUSION

It is requested that the Executive Office of the Board, return one certified copy of the Minute Order and an adopted, stamped copy of this letter to the Chief Executive Office, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:JTC
DL:JLC:MGR:gw

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Mental Health
Health Services
Public Health