

County of Los Angeles Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, March 23, 2022

TIME: 9:30 a.m.

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

TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#

Click here to join the meeting

AGENDA

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

- 1. CALL TO ORDER
- 2. GENERAL PUBLIC COMMENT
- **3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:

REQUEST TO AUTHORIZE THE ACQUISITION OF ONE (1) CRISIS NEGOTIOATION TEAM EMERGENCY RESPONSE VEHICLE Speaker(s): Jack Ewell (Sheriff's)

B. Board Letter:

APPROVAL OF A CONTRACT WITH MORRISON HEALTHCARE, INC. TO PROVIDE FOOD SERVICES AT CENTRAL JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT Speaker(s): Robert Smythe and James T. Johnson (Probation)

C. Board Letter:

APPROVAL OF A CONTRACT WITH MORRISON HEALTHCARE, INC. TO PROVIDE FOOD SERVICES AT BARRY J. NIDORFJUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT Speaker(s): Robert Smythe and James T. Johnson (Probation)

D. Board Letter:

REQUEST TO AMEND ACQUISITION OF PUPMER APPARATUS Speaker(s): Eleni Pappas (Fire)

E. Board Letter:

REQUEST APPROVAL TO EXECUTE CONTRACT FOR PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

Speaker(s): Jonathan R. Lucas and Darwin Sypinero (Medical Examiner-Coroner)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Letter:

APPROVAL TO ENTER INTO A GRANT AGREEMENT AND ACCEPT GRANT FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE PUBLIC DEFENSE PILOT PROGRAM

AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH THE LOS ANGELES COUNTY BAR ASSOCIATION

Speaker(s): Tom Moore (Public Defender)

B. Board Briefing:

AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE JUSTICE CRIME PRENVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK GRANT FOR FISCAL YEAR 2022-23 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS

Speaker(s): Robert Smythe and Alicia Cotton (Probation)

C. Board Briefing:

CEO BUDGET BRIEFING

Speaker(s): Rene Phillips and staff (CEO)

5. PUBLIC COMMENTS

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

<u>Julie A. Esphorst v. Darryl Leander Hicks, et al.</u> Los Angeles Superior Court Case Number BC770634

<u>Jesse Franklin Esphorst v. County of Los Angeles, et al.</u> Los Angeles Superior Court Case Number BC701531

Department: Sheriff's

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Letter:

ACCEPT A GRANT AWARD FORM THE CALIFORNIA GOVERNER'S OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2021 CALIFORNIA COVERDELL PROGRAM

Speaker(s): Diane Stone and Sheila Courts (Sheriff's)

B. Board Letter:

APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM

Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)

C. Board Letter:

APPROVAL OF SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR SPECILA EVENTS

Speaker(s): Rudy Sanchez and Mina Cho (Sheriff's)

D. Board Letter:

APPROVE SOLE SOURCE AMENDMENT NUMBER ONE TO EXTEND CONTRACT NUMBER 78830 WITH DELTAWRX LLC TO PROVIDE CONTINUTED COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM CONSULTING SERVICES

Speaker(s): Marshall Yelverton and Angelo Faiella (Sheriff's)

E. Board Letter:

ACCEPT GRANT FUNDS FROM THE CALIFORNIA WATER SERVICEFIREFIGHTER GRANT PROGRAM AND APPROVE APPROPRIATION ADJUSTMENT FY 2021/22

Speaker(s): Andres Campaz (FIRE)

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/23/2022		
BOARD MEETING DATE	4/5/2022		
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □	2 nd	
DEPARTMENT(S)	LASD		
SUBJECT		RIZE THE ACQUISITION OF ONE (1) EMERGENCY FOR THE CRISIS NEGOTIATIONS TEAM	
PROGRAM			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes		
SOLE SOURCE CONTRACT	☐ Yes		
	If Yes, please explain w	hy:	
DEADLINES/ TIME CONSTRAINTS	Purchase must be done	by May 31, 2023	
COST & FUNDING	Total cost: \$450,000	Funding source: Homeland Security - Urban Areas Security Initiative (UASI) 2020 grant	
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	one emergency response verthe \$250,000 capital as:	ont (LASD) is requesting approval to authorize the acquisition of se vehicle for the Crisis Negotiation Team (CNT). The chicle costs approximately \$450,000. This purchase exceeds set threshold established by the board and requires your rd with the acquisition process.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Worldwide there have been hostage, barricade and rescue incidents involving suspects and victims in various types of locations. The Department's Crisis Negotiations Team responds to these locations which provides a unique environment for us to operate. The Department's Crisis Negotiations Team has been involved in several incidents where suspects have barricaded themselves for hours. Law enforcement is tasked with the primary mission of protecting lives and property. The challenges faced by law enforcement in accomplishing these duties have evolved dramatically with incidents involving these barricaded suspects. Procurement of a CNT emergency response vehicle will give our Department' Crisis Negotiations Team the transportation and ability to lessen the impact in scenarios where barricaded suspects, endanger the lives of the public and first responders.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☐ No If Yes, please explain h	ow:	

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☑ Yes ☐ No If Yes, please state which one(s) and explain how: The recommendations are consistent with the County's Strategic Plan, Goal 5, Public Safety, by providing the Department with greater capabilities to ensure the safety of the public.
DEPARTMENTAL	Name, Title, Phone # & Email:
CONTACTS	Edmundo Torres, Lieutenant, (213) 229-2213, <u>e2torres@lasd.org</u>

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 TO AUTHORIZE THE ACQUISITION OF ONE (1) CRISIS NEGOTIATION TEAM EMERGENCY RESPONSE VEHICLE (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Sheriff's Department (LASD) is requesting approval to authorize the acquisition of one emergency response vehicle for the Crisis Negotiation Team (CNT). The emergency response vehicle costs approximately \$450,000. This purchase exceeds the \$250,000 capital asset threshold established by the board and requires your approval to move forward with the acquisition process.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Internal Services Department, as the County's Purchasing Agent, to proceed with the solicitation and acquisition of one CNT emergency response vehicle, not to exceed a total of \$450,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to purchase one CNT emergency response vehicle.

The CNT emergency response vehicle will transport negotiators to emergent events involving barricaded/hostage incidents. The vehicle is self-contained and is designed to

accommodate work-stations for a team of five negotiators (primary negotiator, secondary negotiator, scribe, radio operator and intelligence).

At the direction of the Tactical Commander, the CNT emergency response vehicle will deploy to the designated Command Post, and at times, near the scene for throw phone operations. CNT augments tactical operations and is a valuable tool to bring highly dangerous situations to a peaceful resolution.

<u>Implementation of Strategic Plan Goals</u>

The recommendations are consistent with the County's Strategic Plan, Goal 5, Public Safety, by providing the Department with greater capabilities to ensure the safety of the public.

FISCAL IMPACT/FINANCING

The total estimated cost of a CNT emergency response vehicle is approximately \$450,000. The purchase will be funded by the use of Homeland Security - Urban Areas Security Initiative (UASI) 2020 grant funding. There is no impact on net County funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Law enforcement is tasked with the primary mission of protecting lives and property. The challenges faced by law enforcement in accomplishing these duties have evolved dramatically with incidents involving barricaded suspects. A CNT emergency response vehicle will give our Department the ability to lessen the impact in scenarios where barricaded suspects, endanger the lives of the public and first responders.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed assets (now referred to as capital assets) acquisitions requiring County departments to obtain Board approval to purchase or finance equipment with a unit cost of \$250,000, or greater, prior to submitting their requisitions to ISD.

ENVIRONMENTAL DOCUMENTATION

The acquisition of a CNT emergency response vehicle is exempt from the California Environmental Quality Act as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California Environmental Quality Act guidelines.

CONTRACTING PROCESS

The procurement of a CNT emergency response vehicle is a commodity purchase under the statutory authority of the CPA. The purchase will be requisitioned through and accomplished by the CPA in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CNT emergency response vehicle will greatly enhance the Department's ability to protect lives, the environment, and property in a safe, efficient and cost effective manner.

CONCLUSION

Upon Board approval, please return two copies of the adopted Board letter to the Special Operations Division.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:TKM:ps

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Fesia Davenport, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Rodrigo A. Castro-Silva, County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

Robin A. Limon, Assistant Sheriff

John L. Satterfield, Chief of Staff, Office of the Sheriff

Jack W. Ewell, Chief, Special Operations Division (SOD)

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen C. Joe, Assistant Division Director, ASD

Vanessa C. Chow, Sergeant, ASD

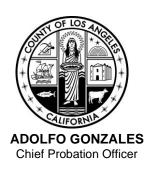
Kristine D. Corrales, Deputy, ASD

Penny Sun, Administrative Services Manager, SOD (Special Operations Div - Crisis Negotiation Team Emergency Response Vehicle 03-01-22)

BOARD LETTER/MEMO CLUSTER FACT SHEET

 X
 Board Letter
 □ Board Memo
 □ Other

CLUSTER AGENDA REVIEW DATE	3/23/2022	
BOARD MEETING DATE	4/5/2022	
SUPERVISORIAL DISTRICT AFFECTED	X All 1st	2 nd 3 rd 4 th 5 th
DEPARTMENT(S)	Probation	
SUBJECT	Approval of a Contract to	o provide Food Services at Central Juvenile Hall.
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes N	0
SOLE SOURCE CONTRACT	☐ Yes X No	
	If Yes, please explain wl	ny:
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,800,000 Annually	Funding source: Probation Administrative Services
	TERMS (if applicable):	
		o commence May 1, 2022 through April 30, 2023 with an option 4) twelve-month option periods, not to exceed five (5) years.
	Explanation: N/A	, (c, ,
PURPOSE OF REQUEST		robation Officer to obtain approval of a contract with Morrison de food services at Central Juvenile Hall for the County of Los urtment (Probation).
BACKGROUND (include internal/external issues that may exist including any related motions)	The proposed contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes <u>X</u> No	
WAG UTILIZED	If Yes, please explain ho	ow:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes X No If Yes, please state which	ch one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # &	Email:
CONTACTS	Robert Smythe, Adminis	strative Deputy
	(562) 940-2516	
	robert.smythe@probatio	n.lacounty.gov
		inistrative Services Division Manager
	(562) 940-2825 James.Johnson@proba	tion Jacounty gov
	<u>samos.sominsome proba</u>	Mornacounty 1904



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242 (562) 940 – 2728



April 5, 2022

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 CONTRACT WITH MORRISON HEALTHCARE, INC. TO PROVIDE FOOD SERVICES AT CENTRAL JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a contract with Morrison Healthcare, Inc. (Morrison) to provide food services at Central Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that food services provided under the recommended contract will be more economically performed by the contractor rather than by County employees.
- 2. Approve and instruct the Chair to sign the attached contract (Attachment I) with Morrison to provide food services at Central Juvenile Hall for an initial estimated contract amount of \$1,800,000 commencing on May 1, 2022, through April 30, 2023.
- 3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, at an estimated annual amount of \$1,800,000 upon approval as to form by County Counsel.

- 4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract to decrease or increase either the contract amount or the contract period, not to exceed 10% of the per unit cost and/or 180 days to the period of performance pursuant to the terms contained therein, upon approval as to form by County Counsel.
- 5. Delegate authority to the Chief Probation Officer or their designee to approve non-material, technical, and administrative changes to the contract, necessary changes to the scope of service, and if necessary, authority to terminate, in whole or in part, the contract with Morrison.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with Morrison to provide food services at Central Juvenile Hall (CJH) for the County of Los Angeles Probation Department (Probation).

Probation has contracted for food services at CJH since 1981. CJH is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CJH. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at CJH.

Probation provides oversight of the contractor and will ensure accountability for the services provided. Approval of this contract will enable Probation to continue receiving food services at CJH. The recommended contract will commence on May 1, 2022, or following approval by your Board, whichever is later.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is \$1,800,000. The annual savings to the County is estimated at \$350,000 (Attachment II). The price per meal at the meal range of 1000-1099 for Youth Meals is \$3.74, Youth Meals under National School Lunch Program (NSLP) is \$4.07 and the range for Adult Meals is 300-399 at \$4.09 per meal. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated.

Funding for this contract is included in Probation's FY 2021-2022 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1981, Probation has contracted for food services at CJH. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at CJH. The contractor will also be responsible for all related recordkeeping, and sanitation requirements.

The initial term of this contract shall be effective May 1, 2022, through April 30, 2023. The recommended contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

Probation determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter 2.201).

The recommended contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

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

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on August 21, 2020. Through the solicitation and competitive negotiation process, approximately forty (40) letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprises. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, seven (7) potential providers registered for the

Mandatory Proposer's Conference and site visit (Conference) and seven (7) potential providers attended the Conference.

Three (3) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Morrison, Trinity Services Group and Better 4 You Meals passed the initial screening and proceeded to the final evaluation process. The proposals were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposed cost.

Morrison received the highest overall rating. Morrison submitted a responsive proposal that reflected a good understanding of the services to be provided. Morrison demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2022.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services to Probation.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG: TH: DS: yh

Enclosures

c: Executive Officer/Clerk of the Board County Counsel Chief Executive Officer

W:\ASB-CONTRACTS\0000ASB CONTRACTS NEW\Food Services\2 Central\2020\9 Board Letter\BoardLTR_CJH.doc



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT CENTRAL JUVENILE HALL

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CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT CENTRAL JUVENILE HALL

This Contract ("Contract") made and entered into this ___ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Morrison Healthcare Inc., hereinafter referred to as "Contractor". Morrison Healthcare Inc., is located at 1727 Axenty Way, Redondo Beach, CA 90278.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may contract with private businesses for Food Services when certain requirements are met; and

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

WHEREAS, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide Food Services to the County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Food Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B-B2, C, D, E, F, G, G1, G2, G3, H, I, J, K L, N, Q, R, S, T, U, V, W, W-W2, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, and LL, 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-B2- Pricing Sheets
- 1.3 EXHIBIT C Contractor's Proposed Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G Covid-19 Vaccination Certification of Compliance and Confidentiality Forms
 - G1 Contractor Acknowledgement and Confidentiality Agreement
 - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Living Wage Ordinance
- 1.11 EXHIBIT K Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L Payroll Statement of Compliance
- 1.13 EXHIBIT M Intentionally Omitted
- 1.14 EXHIBIT N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 1.15 EXHIBIT O Intentionally Omitted
- 1.16 EXHIBIT P Intentionally Omitted
- 1.17 EXHIBIT Q Background Request Form
- 1.18 EXHIBIT R Contract Discrepancy Report
- 1.19 EXHIBIT S Employee's Acknowledgement of Employer
- 1.20 EXHIBIT T Defaulted Property Tax Reduction Program/Form
- 1.21 EXHIBIT U Confidentiality of CORI Information
- 1.22 EXHIBIT V Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W-W2 Weekly Menu
- 1.24 EXHIBIT X Addendum to Menu
- 1.25 EXHIBIT Y Sample Medical/Modified Diets
- 1.26 EXHIBIT Z Substitution List
- 1.27 EXHIBIT AA Sample Menu Production Record
- 1.28 EXHIBIT BB Sample Menu Production Record NSLP
- 1.29 EXHIBIT CC California Department of Industrial Relations Public Works
 Payroll Reporting Form
- 1.30 EXHIBIT DD Equipment and Buildings Maintenance Procedure
- 1.31 EXHIBIT EE Maintenance Responsibility
- 1.32 EXHIBIT FF Suspension and Debarment Certification
- 1.33 EXHIBIT GG Consumable Supplies
- 1.34 EXHIBIT HH Movement Control Meal Count
- 1.35 EXHIBIT II Daily Meal Receipt
- 1.36 EXHIBIT JJ Daily Meal Receipt NSLP
- 1.37 EXHIBIT KK Permanent Single Agreement for Child Nutrition Programs
- 1.38 EXHIBIT LL Vendor Professional Standards

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) signed by both parties and, [if Probation elects to participate in the National School Lunch Program (NSLP), approved by the CDE].

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
 - 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
 - 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
 - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
 - 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
 - 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
 - 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
 - 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
 - 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 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 for a one (1) year period commencing through ______, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.

The County maintains a database that tracks/monitors the Contractor's 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.

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$1,800,000 for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

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 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 occur only 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 Probation at the address herein provided in Exhibit E (County's Administration).

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

5.4.1 The Contractor shall have no claim against the County for payment of any money or reimbursement, 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet Youth Meals) or Exhibit B1 (Pricing Sheet Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet Adult Meals) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet Youth Meals) or Exhibit B1 (Pricing Sheet Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet Adult Meals).
- 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.

PROP A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L – Payroll Statement of Compliance

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

County of Los Angeles Probation Department Attention: Fiscal Department, P-73 9150 East Imperial Highway Downey, California 90242

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Intentionally Omitted**

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is

necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.8 Exemption to Sales Tax

- 5.8.1 Sales of meals and food products to the County in juvenile facilities may be eligible for exemption to sales tax as follows:
 - 5.8.1.1 When the County is considered as reselling to the students (youth) because of the liability incurred by the relatives of the youth; or
 - 5.8.1.2 When the County is considered as reselling to the U.S. Government under the Federal School Lunch Program.
 - 5.8.1.3 The County will cooperate with the Contractor in providing data on the actual number of meals which may be exempt from taxation during the Contract. Payment shall be made by the Contractor; however, the County shall reimburse to the Contractor any sales tax that is actually paid by the Contractor.
 - 5.8.1.4 Except as herein expressly provided, the County shall have no liability or responsibility for any taxes which may be imposed in connection with or resulting from this Contract or the Contractor's performance hereunder.

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 Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

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

7 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

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

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
 - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
 - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign

and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

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

7.6.4 Confidentiality of Adult and Juvenile Records

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

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.4 [If Probation elects to participate in the NSLP, no amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party. Any change that results in a material change or any proposed renewals of this contract may, at the determination of the CDE, either void this Contract or require Probation to rebid the Contract. Following are examples of substantive changes that could require Probation to rebid the Contract:
 - The addition of a program

- A major shift in responsibilities for the Contractor/Probation staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 CFR § 3016.36[g][2][iv] and [v]).]

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/ mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate 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 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

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

8.5 Complaints

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

8.5.2 Complaint Procedures

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

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into

any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

[If Probation elects to participate in the NSLP and the Contractor agrees that in the operation of the NSLP and School Breakfast Program (SBP), no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies, Probation and the Contractor shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Sections 15, 15a, and 15b); and Food Nutrition Section Instruction 113.1 per (7 CFR § 210.23(b)).]

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing shortterm, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a

written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this contract and as codified in 2 CFR, Sections 200.318[c][1] and 400.2; California Government Code, Sections 1090 and 87100. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who 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 the subcontractors of the County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the 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. The Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

[If Probation elects to participate in the NSLP, they shall ensure that the contracted food service operation is in conformance with Exhibit KK (Probation's Permanent Single Agreement for Child Nutrition Programs) with the CDE and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16(a)(3)) to confirm compliance.]

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Yvonne Humphrey, Contract Analyst Los Angeles County Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29

Downey, CA 90242

E-mail address: Yvonne.Humphrey@probation.lacounty.gov

Fax#: (562) 658-2307

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.4 Unique Insurance Coverage

- 8.25.4.1 Intentionally Omitted
- 8.25.4.2 Intentionally Omitted

8.25.4.3 Property Coverage

The Contractors given exclusive use of the 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 the 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.

- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted
- 8.25.4.6 Intentionally Omitted
- 8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

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

Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit V (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at

prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit 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 the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to

resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit 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 Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

- Any documents submitted by the Contractor, all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public Exceptions will be those elements in the California Government Code Section 6250 et seg. (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 Program

Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The that Contractor agrees 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, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- In addition to the above, the Contractor agrees, should the County 8.38.5 or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

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 Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

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

E-mail address: Yvonne.Humphrey@probation.lacounty.gov

- 8.40.9 [If Probation is participating in the NSLP, the following rules apply per 2 CFR § 200.321:
 - (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.]

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 a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The 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 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this 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 the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 COVID-19 Vaccinations of County Contractor Personnel

- 1. At Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 3. Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record

- Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.
- 4. The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with the County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local,

departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract.

"Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that

time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of the Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this paragraph, the County shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding of Payment</u>. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may

- include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a

given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it

is necessary to use non-full-time employees based on staffing efficiency or the County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

- 1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract,

- which predecessor Contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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

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

"Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- 9.3 Intentionally Omitted
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted
- 9.7 Intentionally Omitted
- 9.8 Intentionally Omitted
- 9.9 Intentionally Omitted
- 9.10 Gratuities

9.10.1 Attempt to Secure Favorable Treatment

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

9.10.2 Contractor Notification to County

A Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Contractor's submission being eliminated from consideration.

9.10.3 Form of Improper Consideration

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

9.11 Suspension and Debarment Certification

If Probation elects to participate in the NSLP, the California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the Contractor each time Probation renews or extends an existing Contract that exceeds one hundred thousand dollars (\$100,000). instances, Probation must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing Contractor before any transactions can occur between the sponsor and the proponent or the Contractor (7 CFR, Part 3017, Section 3017.510). This certification is required as part of the original proposal, Contract renewal, or Contract extension to assure Probation that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a The completed certification, Exhibit FF Federal Agency. (Suspension and Debarment Certification), is to be attached to the signed Contract and maintained on file by Probation.

9.12 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by Contractor

The Contractor shall describe the equipment, if any, necessary to supplement or replace existing Probation equipment and Probation facility alterations/repairs to support the Contractor's service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items, serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation cost and/or any alterations/repair costs.

9.12.1 Facility Alterations

9.12.1.1 In the event that the Contract results in the alterations/repair of any County facility by the Contractor, then prior to the commencement of any such alterations/repair the Contractor shall obtain prior written approval of the plans and specifications for such alterations/repair from Probation and the Internal Services Department.

The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with the County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

- 9.12.1.2 In the event that the Contract results in any alterations/repair of a County facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars (\$10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.
- 9.12.1.3 The cost of any equipment purchased or facility repair or alterations required by the Contractor, shall be depreciated fully on a straight line basis over the period from the date of acquisitions by the Contractor to the expiration date of 60 months following implementation of the Contract. The financing and acquisition of any such equipment and the alterations/repair of any County property will be subject to the provisions of the State Constitution, statutes, regulations and County ordinances as well as prior approval of the County including the Chief Probation Officer and other concerned officers.

9.13 Equipment and Other Personal Property

9.13.1 Except as otherwise provided below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by the County, and which may be or may become County property, may be acquired by the County's Internal Services Department either from the Contractor or from any other provider, except that consumable items pertaining to the performance of services by the Contractor hereunder (e.g., raw food, cleaning supplies) may be acquired independently by the Contractor.

In the acquisition of all equipment and other personal property for services hereunder, the Contractor shall comply with all requirements of the Superintendent or Services Director and the County's Internal Services Department. All

- deliveries of equipment and other personal property shall be at times and on routes approved by the Superintendent.
- 9.13.2 All equipment to be used by the Contractor for the performance of services hereunder shall be subject to the prior approval of the Superintendent or Services Director.
- 9.13.3 The Contractor shall purchase as described pursuant to Section 9.16, Paragraph 9.16.2. The cost of any such equipment which is purchased by the Contractor shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by the Contractor to and including the expiration of 84-months following implementation of the Contract.

The Contractor shall be responsible for normal and appropriate equipment installation. If necessary, the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to install such equipment or the County may deduct such costs from any amounts due to the Contractor from the County hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent. The Contractor shall purchase equipment in a timely manner consistent with the needs of the County. For this Contract's purpose timeliness is defined as 30-45 days following approval of Superintendent or Services Director.

9.14 Amortization – County Property

Any new equipment purchased, installed and amortized by the Contractor in performance of this Contract and/or any alterations, modifications or repairs of the facility will become County property, except as provided in Paragraph 9.16 below. At the expiration of 84 months following implementation of the Contract, title to all such equipment shall be transferred to the County without any charge to the County.

The Contractor shall submit the New Equipment Inventory Form to the County Program Manager ten (10) working days after receipt of such equipment.

9.15 Equipment Replacement

If the Contractor uses County equipment, etc., the County will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the County to be economically feasible and it has been determined by the County that there has not been negligence on the part of the Contractor. The Contractor must pay the County for the cost of replacing equipment and utensils, less normal depreciation, if the Contractor is found by the County to have been negligent in their use, care, control and/or maintenance.

9.16 Equipment Purchase Option

In the event that the Contract is terminated prior to completion of the 84-month period, the County shall have the option to purchase any such equipment purchased by the Contractor by paying the Contractor the cost of such equipment less accumulated prior payments.

In the event that the Contract is terminated prior to completion of 84month period and the County does not exercise such option to purchase such equipment, then:

- 9.16.1 The Contractor may enter County premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.
- 9.16.2 If the Contractor takes possession of such equipment then the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to restore County's premises to the condition as existed prior to the installation of such equipment or the County may deduct such costs from any amounts due to the Contractor from the County.

9.17 State and Federal Regulations

The Contractor shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any

subsequent amendments as may apply to this Contract. Violations of various environmental regulations will be reported to the USDA FNS and the U.S. Environmental Protection Agency (EPA). The Contractor shall not utilize facility listed on the EPA list of Violating Facilities.

[If Probation elects to participate in the NSLP, the Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.]

The Contractor must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or the County will not allow overtime.

9.18 Prevailing Wages for Covered Crafts

- 9.18.1 The Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, local laws related to labor.
- 9.18.2 The Contractor, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.
- 9.18.3 The Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this Contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.
- 9.18.4 The Contractor shall collect, maintain and submit on a monthly basis to the County Exhibit CC (California Department of Industrial Relations Public Works Payroll Reporting Form) for each covered worker who performs work at Central Juvenile Hall along with its certification thereof in the form shown on Exhibit CC (California

- Department of Industrial Relations Public Works Payroll Reporting Form).
- 9.18.5 The Contractor, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 9.18.6 The Contractor, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither the Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, the Contractor shall forfeit to the County the penalty set forth therein.

9.19 Termination for Cause

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the Contractor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contract may also be terminated, in whole or in part, by the Contractor upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 CFR § 3016.43, or 7 CFR § 3016.44(a), pursuant to 7 CFR § 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

/

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

	COUNTY OF LOS ANGELES	
	By Chair, Board of Supervisors	
ATTEST:		
CELIA ZAVALA Executive Officer of the Board of Supervisors		
By:		
	CONTRACTOR:	
	Morrison Healthcare Inc. By:	
	Tim Pierce Name (Typed or Printed)	
	CEO, Healthcare	
APPROVED AS TO FORM:	Title	
RODRIGO A. CASTRO-SILVA COUNTY COUNSEL		
By <u>Jason C Carnevals</u> JASON C. CARNEVALE DEPUTY COUNTY COUNSEL	_	

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide approximately 1,000 youth meals and approximately 300 adult meals each day at Central Juvenile Hall (CJH). The anticipated average number of meals to be served per day is 1,300. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figure due to unpredictable facility population fluctuations.

If Probation elects to participate in the National School Lunch Program (NSLP), the Contractor shall comply with all regulations and requirements of the NSLP as directed by Probation. The Contractor shall provide the actual cost of all foods purchased and used in the execution of this Contract. In addition, all food service costs shall be broken down by "Program Costs" versus "Non-Program Costs", per 7 CFR § 250.51, 7 CFR § 210.14 (f) and as required by the California Department of Education (CDE). Program Costs are any costs (including staff labor) related to providing meals that are counted toward the reimbursement claim for meals provided under the NSLP. Generally, Program Costs are all costs associated with preparing NSLP Breakfasts and NSLP Lunch meals for youth participating in the NSLP, including medical and special diet meals provided during the NSLP breakfast and NSLP lunch meal periods. Non-Program Costs are any costs not related to providing meals under the NSLP. Generally, Non-Program Costs (including staff labor) are costs associated with providing morning supplements for youth, dinners for youth, some sack meals for youth even if served at breakfast or lunch; sack meals for adults; lunch, breakfast and dinner meals for adults; and staff dining room meals and beverages are all considered non-program costs.

2.0 SPECIFIC TASKS

- 2.1 The Contractor shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 19 serving areas for youth and adults each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals, unless an hours of sleep (HS) snack is provided.
 - 2.1.1 The Contractor shall provide early breakfasts and late lunches in one or two of the serving areas as identified by the Superintendent and/or Services Director.
 - 2.1.2 A noon meal shall be served to staff members and guests on weekdays in the staff dining room.
 - 2.1.3 A soup and salad bar shall be set up at noon and served to staff members and guests on weekdays in the staff dining room.

- 2.1.4 Night meals shall be served at a time designated by the Superintendent and/or Services Director at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal.
- 2.1.5 The Contractor shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent and/or Services Director.
- 2.1.6 The Contractor shall not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school sponsored event per 7 CFR § 210.21[e] if Probation elects to participate in the NSLP.
- 2.1.7 The Contractor shall provide youth special holiday meals as instructed by Probation's Food and Nutrition Services Director. Holiday meals must be pre-approved by Probation's Registered Dietitian and will be planned at least one month in advance. A sample of holiday menus to be provided include the following: Spring Holiday, Memorial Day, 4th of July, the Winter Holiday, Thanksgiving, and others as instructed by Probation's Food and Nutrition Services Director.

2.1.8 Medical and Modified Diets/Diet Manuals

Medical and modified diet meals, such as diabetic or religious meals, may be required and shall be prepared by the Contractor as ordered by authorized medical personnel on an as-needed basis. The Contractor shall consult Probation's Food Services Consultant to ensure that appropriate diet requirements are met.

An up-to-date Medical Diet Manual developed by Probation's Registered Dietitian and approved by a physician authorized by Probation shall be used by the Contractor. The Medical Diet Manual shall be kept in the facility kitchen and used for the preparation of medical and modified diet meals as required by the Juvenile Title 15 guidelines. Refer to Exhibit Y (Sample Medical /Modified Diets) for a sample of the types of medical and modified diets to be provided at this facility. The specific medical and modified diets to be provided by the Contractor are as indicated in the Medical Diet Manual and as prescribed the attending physician via diet order. The approved medical and modified diets that must be provided are subject to change.

2.2 Daily Meal Orders

The estimated daily number of meals needed for breakfast, lunch, dinner, night meals, sack lunches and meals to be served in the staff dining room will be provided to the Contractor at least two (2) hours prior to the time these meals are to be served or by standing order.

2.3 Provision of Staff Dining Room Meals

The Contractor shall ensure that meals served in the staff dining room are only to those employees or guests who present a meal ticket, sign for their meal on the sign-in sheet located in the staff dining room, or present written approval from the Superintendent or Services Director to receive a meal.

2.4 Daily Count of Meals Provided

- 2.4.1 The number of meals ordered and provided, including special diet meals and staff dining room meals constitute the number of actual meals that shall be counted and reported each day under the Contract
- 2.4.2 The Contractor and the Superintendent and/or Services Director will reconcile the actual meals ordered and provided each day. In the event of any dispute regarding the number of meals ordered and provided and the subsequent charges, the Superintendent or designee shall resolve any discrepancy by using the sum of the count of the actual number of meals received by Probation as determined by the daily meal order, daily staff dining room meal tickets received, daily sign-in sheet signatures and daily written meal approvals received by the Contractor.

2.5 Supply of Food Items

The Contractor shall provide all food for meals specified in this Contract. The Contractor shall not accept for preparation, reheating or storage any food items not purchased by the Contractor.

2.6 Meal Times

The Contractor shall provide meals at fixed times seven (7) days a week usually at 7:00 a.m., 12:00 p.m. and 5:00 p.m. as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent and/or Services Director.

2.7 Menu

- 2.7.1 The Contractor shall follow Exhibit W (Weekly Menu) or Exhibit W1 (Weekly Menu, NSLP) as well as the indicated portion sizes therein. The enclosed menu is a sample of a typical Probation menu. Exact menu foods can and will change, however the meal patterns remain the same and are in compliance with NSLP, Title 15 or both.
- 2.7.2 If Probation elects to participate in the NSLP, at breakfast and lunch, the Contractor shall comply with Probation's NSLP Menus as well as the indicated portion sizes therein in addition to any food components, meal patterns and nutritional requirements established by Probation's Registered Dietitian.
- 2.7.3 Any deviation from the authorized menu (Title 15 or NSLP), requested by any person including the Contractor, shall first be approved by Probation's Registered Dietitian. All approved deviations and/or substitutions shall be documented on the Menu Production Records.
- 2.7.4 The Contractor shall create a separate 5-week cycle menu for daily planned adult lunch meals served in the staff dining hall. The adult menu shall be based on the 5-week cycle menu for youth and shall include the following components on an entrée' (which includes a protein source), two sides (such as potato, rice or dinner roll), a serving of vegetable, a serving of fruit and a beverage. The Contractor shall provide Probation with the per meal cost for the adult menus based on the food items in the attached Exhibit W (Weekly Menu), and if Probation elects to participate in the NSLP, Exhibit W1 (Weekly Menu, NSLP).

2.8 Menu Production Records

Exhibit AA (Sample Menu Production Record) must be completed in full each day and maintained on file to demonstrate that all food items on the day's planned menu have been prepared in a quantity that is adequate to feed the number of youth eating meals on a given day considering the portion size indicated on the menu. Menu Production Records serve to document daily meal production.

If Probation elects to participate in the NSLP, Exhibit BB (Sample Menu Production Record NSLP) shall be used to document that meals claimed for reimbursement meet the requirements of the NSLP.

Menu Production Records must be maintained on file and must be made available for NSLP reviews as well as Probation, Standards and Compliance inspections. All Menu Production Records shall include the following information:

- 2.8.1 Date and site where the meal is served.
- 2.8.2 A list of all food items served at each meal period as indicated by the approved 5-week cycle menu. Include any desserts, condiments, snacks or additional items served. Any substitutions shall be noted by strikethrough of the planned menu item and written notation of the substitute served.
- 2.8.3 The recipe number of each approved standardized recipe used. Note any deviation.
- 2.8.4 Number of times the recipe was multiplied.
- 2.8.5 The portion size of each menu item to be served. Note any deviation from the planned menu.
- 2.8.6 The contribution of each menu item to the appropriate meal pattern(s), Juvenile Title 15 and/or NSLP.
- 2.8.7 The quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts. The amounts of each food item to be prepared must be computed using the Food Buying Guide.
- 2.8.8 All menu item substitutions shall be documented on the Menu Production Record. Substitutions must be made in accordance with Probation approved Exhibit Z (Substitution List).
- 2.8.9 Number of actual meal servings prepared.
- 2.8.10 Number of servings of leftover, a la carte, and adult portions must be recorded. All leftovers must be listed whether or not they are going to be used at another time.
- 2.8.11 All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.
- 2.8.12 The Food Buying Guide must be used as a reference to determine correct amounts of food to prepare.

2.9 Food Quality Standards for Youth 5-Week Cycle Menu

- 2.9.1 All food items must meet quality, quantity and temperature standards, as established by Probation, NSLP regulations, current California Retail Food Code, Juvenile Title 15 regulations, and the County Board of Supervisors requirements at the time of serving.
- 2.9.2 Food for youth must be obtained from an "approved source" as per the current California Retail Food Code.
- 2.9.3 A child nutrition (CN) label or a signed Product Formulation Statement on company letterhead from the manufacturer and Nutrition Facts label must be kept on file to confirm any processed food item meets required standards.
- 2.9.4 All potentially hazardous food shall be kept at or above 135°F. (hot foods); or held at or below 41° F (cold foods). Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications.
- 2.9.5 Details regarding the menu, minimum standards, sack meal definitions and holidays subject to menu variations are included as part of Exhibit X (Addendum to Menu).
- 2.9.6 Prioritize food preparation techniques including grilling, roasting, stir-fry, baking and poaching with minimal deep-frying used as a preparation method.
- 2.9.7 The Contractor shall comply with sodium levels and standards as indicated in Juvenile Title 15 regulations, sodium target levels defined by the NSLP, and sodium levels required by Probation's Registered Dietitian.
- 2.9.8 The Contractor shall purchase and serve only 100% fruit juice with no added sweeteners.
- 2.9.9 The Contractor shall purchase and serve only fat-free or 1% fat milk. Milk shall contain no added sweeteners (unless indicated on the menu). Yogurt shall be sugar free, lite, low-fat or non-fat or as indicated on the menu.
- 2.9.10 Canned or frozen fruits, purchased and served, shall be packed in their own juices, lite syrup or water or as indicated on the menu.

- 2.9.11 The Contractor shall purchase and serve plant-based or regular mayonnaise and low-fat, lite and/or low sodium salad dressings and sauces or as indicated on the menu.
- 2.9.12 All vegetables shall be fresh or frozen and if canned, the Contractor shall purchase and serve only low sodium canned vegetables or as indicated on the menu.
- 2.9.13 The Contractor shall notify the County of their inability to purchase and serve low fat, low calorie or low sodium food items.
- 2.9.14 The Contractor shall serve only freshly cracked whole eggs.
- 2.9.15 The Contractor shall purchase and serve California grown and produced food when that option is available and affordable.
- 2.9.16 The Contractor shall not purchase or serve foods that meet the U.S. Department of Agriculture (USDA) definition of Foods of Minimal Nutritional Value (FMNV). These foods include: Soda water, water ices, chewing gum, certain candies (hard candy, jellies, gums, marshmallows candies, fondant, licorice, spun candy, candy coated popcorn). For further details, refer to: http://www.fns.usda.gov/cnd/menu/fmnv.htm
- 2.9.17 The Contractor shall comply with all nutrition guidelines outlined in this agreement, as well as any future Board of Supervisor policies concerning nutrition guidelines, Juvenile Title 15 Regulations, and/or NSLP regulations.
- 2.9.18 As required by NSLP and Title 15 regulations, Probation requires all prospective food vendors to submit a nutrition facts label with ingredient list along with either a CN (Child Nutrition) label or a Product Formulation Statement (PFS) for any processed food item or food item containing more than one ingredient being offered in response to a solicitation for foods that will be used in meals for youth. The nutrition facts labels, ingredient lists and CN label or PFS documents certify how food items contribute to NSLP meal pattern requirements. If the product is CN labeled, a copy of the CN label must accompany the product offering. If the product is not CN labeled, a PFS must accompany the product offering. All PFS provided must include all requirements set by the NSLP. Information on CN labeling and PFS can be found at: http://www.fns.usda.gov/cnd/cnlabeling/foodmanufacturers.htm

2.9.19 Buy American Requirements (If Probation elects to participate in the NSLP)

- 2.9.19.1 The Contractor shall submit statements for all processed agricultural products at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
- 2.9.19.2 The Contractor must notify Probation in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for Probation to consider and provide an explanation for the following:
 - 2.9.19.2.1 Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - 2.9.19.2.2 Why competitive bids reveal the cost of the domestic product is significantly higher (greater than 15% per purchase unit) than the nondomestic product.
- 2.9.19.3 The contractor will provide certification of domestic origin for products which do not have country of origin labels.

2.10 Portion Sizes

The portion sizes to be served by the Contractor are per approved amounts in the 5-week cycle menus or as otherwise indicated by Probation's Food Services Consultant. These portions are in accordance with NSLP and Title 15 regulations.

2.11 Additional Food Items to be Supplied

2.11.1 Only snacks indicated on the 5-week cycle menus or snacks that have been ordered by a physician for a particular youth who has a

- condition which requires them to receive supplemental foods/snacks may be provided to youth.
- 2.11.2 The Contractor shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to youth as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent and/or Services Director.
- 2.11.3 Only a physician can order special diet meals (i.e. Kosher, Vegan, Halal, etc.), nutritional items, supplements or snacks for a particular youth who has a medical condition that requires such. The method for computing charges for special nutritional items beyond those listed in the 5-week cycle menu must be proposed by the Contractor. Charges will be paid through separate invoice, listing food, supplies and labor to prevent double billing. Separate charges will be pre-approved by Probation's Food Services Consultant.

2.12 Pre-Meal Preparation

- 2.12.1 All final preparation of hot food shall be done no more than two (2) hours prior to the serving time and final preparation of cold food shall be done no more than four (4) hours before the time of the meal.
- 2.12.2 All vegetables must be cooked the same day they are to be served.
- 2.12.3 No food shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.
- 2.12.4 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator. Leftovers are not to be served to youth. The most current California Retail Food Code (Cal Code) regulations must be observed when handling leftovers.
- 2.12.5 Probation shall not pay for meals that are spoiled at delivery, do not meet Juvenile Title 15 standards or NSLP (if applicable) per the Contract or otherwise do not fulfill the specifications of the Contract.

2.13 Preparing and Serving Food

2.13.1 Probation shall make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.

- 2.13.2 The Contractor shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.
- 2.13.3 The Contractor must maintain food carts in good working condition always, including ability to maintain proper temperatures. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired.
- 2.13.4 Meals will be served within sixty (60) minutes of being plated.
- 2.13.5 The Contractor shall operate Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to the Contractor's delivery system.

2.14 After Meal Clean-up

- 2.14.1 After meals are concluded, the Contractor shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2.14.2 The Contractor shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by the Contractor following the serving of each meal.
- 2.14.3 All pots, pans, dishes, utensils and flatware are to be washed, rinsed, and sanitized in accordance with current California Retail Food Code regulations.
- 2.14.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each meal.
- 2.14.5 Trash and garbage from units, pantries and all other areas served by the Contractor shall be removed by the Contractor within one (1) hour after completion of food service. All trash and garbage shall be removed by the Contractor to the facility trash site, stored in impervious containers, and the trash site cleaned.
- 2.14.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.15 Bonding

Employee bonding is required. The Contractor shall be responsible for furnishing insurance certificate or proof of coverage.

2.16 Control

Probation shall retain control of the nonprofit food service account (cafeteria fund) and the quality, extent and general nature of the food service program.

2.17 United States Department of Agriculture (USDA) Surplus Foods

- 2.17.1 Acquisition of USDA Foods for Use in NSLP Meals
 - 2.17.1.1 If requested by Probation, the Contractor shall accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service such commodities donated to Probation by the Food and Nutrition Service Section (FNS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. Probation shall order available donated food commodities from the USDA FNS after conferring with representative(s) of the Contractor as to the type and quantity of such commodities which can be incorporated into the meals prepared. Probation shall be invoiced by USDA FNS for payment of any and all costs of delivering such commodities to the Contractor.
 - 2.17.1.2 The Contractor shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, loadout sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by Probation and made available to the Contractor shall be for the benefit of Probation's food service program.
 - 2.17.1.3 The Contractor's books and records which pertain to Probation's food service program shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state, federal authorized Probation representatives at any time, without prior notice, during normal office hours.
 - 2.17.1.4 The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
 - 2.17.1.5 The Contractor must use all donated beef, pork and all processed end products, in Probation's food service, and must use all other donated foods, or commercially

purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in Probation's food service program.

- 2.17.1.6 Donated commodities not utilized by the Contractor must be returned to Probation.
- 2.17.1.7 The Contractor may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this Contract any funds received from the sale of such containers. Before any such sale, the Contractor shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The Contractor may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The Contractor shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.18 Utilization/Control of USDA Commodities

The utilization/control of surplus commodities are subject to the following requirements:

- 2.18.1 The Contractor shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: the donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.
- 2.18.2 The Contractor shall complete Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, and Exhibit HH (Movement Control Meal Count) obtained from Probation and forward them to Probation's Registered Dietitian within two days after the close of each month.
- 2.18.3 The Contractor shall credit Probation the USDA current fair market value of all the USDA donated foods used during each month as shown in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable. Credit by the Contractor shall be against the Contractor's monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the USDA FNS at the time the Contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

The Contractor shall ensure that the procurement of processed end product on behalf of the County, as applicable, will ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of distributing or the County's processing agreements, and will ensure crediting the County for the value of donated foods contained in such end products at the Processing Agreement value per 7 CFR § 250.53(7).

The Contractor shall ensure that they will not itself enter into the Processing Agreement with the Processor required in subpart C of 7 CFR § 250.

The Contractor shall comply with the storage and inventory requirements for donated foods per 7 CFR § 250.53(a)(9).

The extension or renewal of the Contract, if applicable, is contingent upon the fulfillment of all Contract provisions relating to donated foods.

- 2.18.4 Probation shall review and verify the information in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, prepared by the Contractor monthly. After receipt of the monthly invoices from the Contractor, Probation shall forward to USDA FNS on a monthly basis the documentation showing receipt of the credit for the fair market value of the donated foods used for the month along with Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable.
- 2.18.5 Probation shall pay the USDA FNS service and handling fees for USDA donated foods.
- 2.18.6 Donated foods ordered by Probation from the USDA FNS shall be delivered to and used at the site for which they were ordered.

2.18.7 The Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.

2.19 Inventory, Accounting and Reporting

If Probation elects to participate in the NSLP, the Contractor will provide Probation with an invoice that contains the following information per 7 CFR § 250.51, 7 CFR § 210.14 (f) and as required by the California Department of Education, the food cost of reimbursable meals, food cost from program versus non-program food, revenues from non-program foods, and total revenue net of any applicable credits.

If Probation is participating in the NSLP and also elects to participate in the USDA Commodity Foods Distribution Program (USDA Food Program), in accordance with 7 CFR § 250.51 (a)(b)(c), the Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Contractor shall identify the method by which they will report discounts, rebates and other applicable credits allocable to the Contract and they must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to Probation.

If Probation elects to participate in the NSLP, the inventory, accounting and reporting requirements of the NSLP must be met by the Contractor and such reports given to Probation's Business Office. The Contractor shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service per Exhibit BB (Sample Menu Production Record NSLP). The worksheets must reflect all NSLP requirements. The Contractor shall maintain records that Probation needs to support its claim for reimbursement. The Contractor must report this information to Probation at the end of each month.

If Probation elects to participate in the NSLP, Probation and the Contractor shall make all accounts and records pertaining to the food service program available to the California Department of Education School Nutrition Program and USDA FNS for audit and review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period for as long as required for resolution of issues raised by the audit.

If Probation elects to participate in the NSLP, interest, fines, penalties, finance charges, that may accrue under this Contract are not allowable expenses to the nonprofit food service account (cafeteria fund). Probation will not pay unallowable expenses from Probation's cafeteria fund.

2.20 Emergency Food Service Plan

- 2.20.1 The amount and kind of emergency food kept on hand by the Contractor for a two (2) week period shall be agreed upon between Probation's Food and Nutrition Services Section and the Contractor.
- 2.20.2 The Contractor shall maintain a list of emergency items on hand.
- 2.20.3 The Contractor shall maintain an emergency menu showing the type of meals to be prepared for breakfast, lunch, and dinner for the two (2) week period.

2.21 Emergency Conditions/Inoperable Facility

2.21.1 Emergency Conditions

In the case of emergency or unusual event, all employees of the Contractor located on-site shall be subject to direction of the Superintendent. The Contractor and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a County labor dispute which affects the delivery of services hereunder, the Contractor may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to the County Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

2.21.2 Inoperable Facility

In the event the County's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of the Contractor, additional expenses to provide the Contract services, as agreed to by the Superintendent, shall be borne by the County in the event the County elects to continue the Contracts; however, should such event outside the control of the Contractor cause the Contracts

to be inoperable, the County shall have the right to terminate the Contracts without further obligations for food services.

2.22 Food, Equipment & Utensil Reimbursement

2.22.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the Contract by the Contractor and the County. All of these items will be given a dollar value based on cost of purchase. The County shall receive a credit against the Contract payments based upon this agreed-upon dollar value.

2.22.2 Equipment, Utensils and Non-Consumable Supplies

- 2.22.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the Contractor and the County at the start of the Contract. Another inventory will be taken at the close of the Contract. All equipment and utensils must be returned to the County in the same condition as received, less consideration for normal wear and tear.
- 2.22.2.2 The Contractor shall reimburse the County, at a reasonable cost to be determined by the Superintendent, for the missing or broken County equipment, utensils or non-consumable supplies at the close of the Contract or the County may offset said cost against any monies due to the Contractor from the County.

2.23 Maintenance, Repair & Modification of Facility & Equipment

2.23.1 Condition of Kitchen at Contract Inception

The County will provide complete, operable and sanitary kitchen at Contract inception.

2.24 Health Standards and Cleanliness

The Contractor shall meet the County's Department of Health Services standards and State health regulations, including those for cleanliness at all times and with the Board of State and Community Corrections (BSCC),

Juvenile Title 15, Article 9 and all current law. It is the Contractor's daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or rodents. The Contractor will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor. The Contractor shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reachin refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

2.25 Inspections

2.25.1 Inspection of Food

The Contractor guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section.

2.25.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section at any time. These persons may sample any of the food served for any meal.

2.25.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the Probation's food service program shall be made available for inspection by either County, State or Federal representatives at any time without prior notice during normal office hours.

2.25.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the Contractor shall be subject to inspection by any authorized County staff and

staff of other appropriate public entities responsible for inspection of County juvenile facilities.

2.25.5 Inspection of Equipment

The County reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this Contract. The Contractor shall report all building and equipment deficiencies to the Services Director prior to making any alterations for repairs.

2.26 Care and Maintenance of Equipment

The Contractor shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The Contractor will have the direct responsibility for maintaining the above equipment in working condition at all times per Exhibit EE (Maintenance Responsibility).

2.27 Security of Supplies and Equipment

The Contractor is responsible for and must provide security for all supplies and equipment used in the course of the Contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

2.28 Delivery of Supplies to Facility

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Services Director.

2.29 Government Observations

The County and/or personnel from other governmental jurisdictions, other than the Contract Manager may from time to time be authorized by Probation to observe Contract operations. However, these personnel will not unreasonably interfere with the Contractor's performance.

2.30 Photocopy/Duplicating

The Contractor must provide for any necessary photocopying/duplicating at his own expense.

2.31 Laws and Limitations

The Contractor agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV,

Hepatitis B, etc. The Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the Contractor believes changes in codes, laws, rules and regulations are needed to effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the County at its discretion.

2.32 Signature Authority

Probation shall retain signature authority for all contractual agreements entered into in connection with the food service program and on the NSLP Contract, the Free Policy Statement, and the claim for reimbursement. Probation shall be responsible for determining eligibility for free meals.

2.33 Work Outside of Scope of Contract

The Contractor agrees that any work performed outside the scope of the Statement of Work, without the prior written approval of Probation in accordance with Contract, Section 8.1, Amendments, shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against Probation.

2.34 Food Services Plan

The Contractor is responsible for following Probation's Food Services Plan, including the associated policies and procedures therein, which has been approved by Probation and is in compliance with Public Health regulations and the BSCC, Juvenile Title 15, Article 9, Section 1464 guidelines.

2.35 Addition/Deletion of Facilities

The Contractor is responsible for providing food and related services for Central Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation.

- a. Facilities may be added to the Contract at an amount agreed between Probation and the Contractor at the time of adding the facility. The amount agreed upon shall be consistent with the Contractor's costs for existing services for similar facilities.
- b. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by the Contractor.

c. If additional supplies are required on a regular basis, Probation will determine if there is to be an increase in costs.

All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendment,

3.0 QUALITY CONTROL

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

- 3.1 An inspection system covering all the services listed in Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a schedule or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

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

the Contractor. If the Contractor fails to implement appropriate remedial action, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

If Probation elects to participate in the NSLP, the Department shall ensure that the contracted food service operation is in conformance with Exhibit KK (Permanent Single Agreement for Child Nutrition Programs) with the California Department of Education and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16 (a)(3)) to confirm compliance.

4.1 Performance Evaluation Meetings

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

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

4.4 Contract Discrepancy Report

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

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in Exhibit R (Contract Discrepancy Report). Upon receipt of a Contract Discrepancy Report, the Contractor is required to respond in writing to the County's Program

Manager within five (5) business days, acknowledging the reported discrepancies, and presenting rebuttal evidence, if applicable. The Contractor shall submit a remedial plan to correct all deficiencies identified in the Contract Discrepancy Report to the County's Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

4.5 County Observations

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

5.0 **DEFINITIONS**

- 5.1 Acceptable Quality Level Standard (AQLS) A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 <u>Cafeteria Fund</u> A restricted account used with the National School Lunch Program in which all of the revenue from all food service operations, conducted by Probation principally for the benefit of the youth, is retained and used only for the operation or improvement of the nonprofit food service.
- 5.3 <u>Contract Discrepancy Report (CDR)</u> A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 <u>Contract Start Date</u> The date the Contractor begins work in accord with the terms of the Contract.
- 5.5 <u>Contractor's Project Director</u> Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 <u>County's Contract Manager</u> Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 <u>County's Contract Monitor</u> Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 <u>County's Program Manager</u> Person designated by the County to manage the operations under this Contract.

- 5.9 <u>Food and Nutrition Services Section</u> County of Los Angeles Probation Department operational section that has the responsibility of overseeing and enforcing the standards and compliance of Probation's Food Service Operations.
- 5.10 <u>Food Services Consultant</u> Probation employee who is a Registered Dietitian Nutritionist who provides consultative services to the Department regarding food and nutrition.
- 5.11 <u>Food Services Manager</u> Person designated by the Contractor to manage food service operations within Probation. Ensures the operation follows policies and procedures and meets federal and state requirements.
- 5.12 <u>Liquidated Damages</u> The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.13 National School Lunch Program (NSLP) A federally assisted meal program.
- 5.14 <u>Participant Records</u> Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.
- 5.15 <u>Performance Requirements Summary (PRS)</u> The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.16 <u>Probation's Registered Dietitian</u> Probation employee who is a Registered Dietitian Nutritionist and has the responsibility for writing and ensuring compliance with all Probation menus.
- 5.17 <u>Processing Agreement</u> An agreement a recipient agency (i.e., Probation) makes to Contract with a commercial food processor to convert raw bulk USDA foods into more convenient, ready-to-use end products.
- 5.18 <u>Processor</u> A commercial food processor that converts raw bulk USDA foods into more convenient, ready-to-use end products.
- 5.19 <u>Quality Assurance Plan</u> The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.20 Quality Control Plan All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding

- security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.21 <u>Random Sample</u> A sampling method where each item in a lot has an equal chance of being selected.
- 5.22 <u>Services Director</u> Manages the support services at a Probation Department Juvenile Hall.
- 5.23 <u>Superintendent</u> The Senior Director of Central Juvenile Hall. He/she or his/her designee will make the decisions for the facility.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract – County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

The County shall not provide materials, equipment and/or services necessary to operate this Contract except as listed below:

6.2.1 County Provision of Utilities

6.2.1.1 On-Site Provisions

The County will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water. Telephones which handle incoming calls and calls within the facilities shall be provided by the County at the facilities.

6.2.2 County Provision of Services

- 6.2.2.1 The County shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. Refer to Exhibit EE (Maintenance Responsibility).
- 6.2.2.2 The County shall provide fuel to operate food trams.
- 6.2.2.3 The County shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.
- 6.2.2.4 Pick up of trash and garbage from dumpsters at the facility trash site shall be provided at County's expense.
- 6.2.2.5 The County shall provide bins, liners and signage for organic waste recycling.
- 6.2.2.6 Parking for the Contractor personnel will be provided when available. In the event the County implements paid parking, the Contractor will be responsible to pay the parking fee. The County is not responsible for any damage to vehicles owned by the Contractor or the Contractor's employees.

6.2.3 Maintenance of Certifications

The County shall maintain applicable health certifications if the Contractor prepares and serves food on County premises and will ensure the Contractor meets all state and local regulations when preparing and serving meals. If the Contractor prepares or serves food in a facility not located on County premises, the Contractor shall maintain state and local health certifications for the facility and shall maintain the certifications for the duration of the Contracts

CONTRACTOR

6.3 Project Director

6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including County holidays. An answering

- service (or voicemail) is not acceptable. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.
- 6.3.3 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of food services or functions of similar scope.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., P.T., Monday through Friday including County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.
- 6.3.7 The Project Director shall meet monthly, or as requested by the County, with the County's Program Manager and other designated staff, including the County's Contract Monitor and inspect the facilities to ensure the quality of the services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Program Manager and submitted to the Contractor for remedial action, and a copy will be provided to the Contract Development Section.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles

Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit U (Confidentiality of CORI Information).

- 6.4.3 All personnel must be able to read, write, and speak English.
- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have the County's Program Manager or a designated alternate interview all prospective employees or agents of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the Superintendent or Services Director, the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.
- 6.4.8 Personnel provided by the Contractor shall present a neat appearance and be properly attired in their uniforms.
- 6.4.9 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.
- 6.4.10 The Food Services Manager or designee shall inspect the food service operation at least on a weekly basis.
- 6.4.11 A committee consisting of at least two (2) persons hired by the Contractor, one of whom shall be the Food Services Manager and the appropriate Probation staff member(s) shall meet monthly, or

as determined by the County, to: (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the County's Program Manager.

6.4.12 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within the confines of Central Juvenile Hall.

6.4.14 Physical Examination

Employees of the Contractor must undergo an <u>initial</u> physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails and mucous membranes; VDRL; Chest X-ray, 14x17 (not mini chest); stool examination for ova parasite, and culture; SGOT and SGPT.

- 6.4.14.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. The Contractor shall refer to Standard Terms and Conditions and ensure compliance.
- 6.4.14.2 All physical examinations shall be at the Contractor's expense and proof of compliance will be maintained by the Contractor and available for inspection by the County.
- 6.4.14.3 In lieu of an annual physical examination, the Contractor may elect the following program:
 - a. Maintain a record of why each employee is absent.
 - b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.
 - c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be

subject to investigation and review of records by the County Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a County responsibility.

6.5 Uniforms/Identification Badges

- 6.5.1 Complete uniforms (pants, tops, etc.) hair coverings required by the County Health Department regulations will be provided at the Contractor's expense. The Contractor shall submit a plan that describes and illustrates the type of uniform that shall be worn by all employees, supervisors, managers who shall enter the County facility to perform any work or services related to this project. The color of all shirts, sweatshirts, and jackets shall match and have the logo and/or name of the Contractor's company on the front and rear of each item. No gang colors (reds and blues) will be accepted.
- 6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

6.5.3 County's Security Requirements for Contractor

- 6.5.3.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the Contractor at his expense. Such badge shall be displayed on the Contractor's employees at <u>all</u> times while he/she is within the confines of each facility.
- 6.5.3.2 The Contractor may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with youth in Central Juvenile Hall or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.
- 6.5.3.3 The Contractor shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who are close friend or relative to the Contractor's staff assigned to Central Juvenile Hall.

- 6.5.3.4 The Contractor shall immediately report to the Services Director any accidents and/or loss of kitchen utensils, equipment, and supplies. The Contractor will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by the Contractor subject to County inspection and review.
- 6.5.3.5 The Contractor's employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.
- 6.5.3.6 The Contractor's employees will be required to sign-in and sign-out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff were in the facility.
- 6.5.3.7 Keys issued by the County to the Contractor's employees for areas other than the kitchen must be picked up and left with the Key Center daily. The Contractor shall immediately report to the Superintendent any loss of keys.
- 6.5.3.8 The Contractor will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and the Contractor accepts full responsibility of said keys. The Contractor shall acknowledge receipt of keys on a memorandum furnished by the County. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.
- 6.5.3.9 Reimbursement for costs due to loss of keys: the Contractor shall reimburse the County for any and all costs, as defined by the County, incurred due to loss of keys by the Contractor's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by the County for such repairs or replacement of locks shall be paid by the Contractor upon demand, or the County may offset the cost of such repairs/replacements against any monies due to the Contractor from the County.

6.6 Materials and Equipment

6.6.1 All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by the Contractor at his/her expense.

6.7 Training

The Contractor shall provide Food Safety and Sanitation training for food service workers.

- 6.7.1 Food Safety and Sanitation training shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.
- 6.7.2 The Contractor may accomplish this three to four hours' training by accepting County instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by the County.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., P.T., Monday to Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide food services on weekdays, weekends, and County recognized holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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.

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

11.1 Consumable Supplies

Consumable paper and plastic supplies (e.g., dishes, silverware, cups etc.) pursuant to the County specification which will be required at serving locations designated by the Superintendent shall be provided by the Contractor. Serving ware used for plating meals for youth shall be made from recycled materials (if possible, 30% post-consumer materials), fully compostable and safe for food contact. The serving containers shall be at least two (2) inches deep per Exhibit GG (Consumable Supplies Sample) and deep enough to cover all food items with a lid or wrapping while allowing enough space between the food and covering so as to limit the cover from touching the food inside, thereby avoiding compacting the food. Consistent with the County's effort to become more environmentally friendly, the purchase and/or use of expanded polystyrene food containers (Styrofoam) is prohibited.

11.2 Food/Organic Waste Disposal Procedures

- 11.2.1 Probation will supply the Contractor with recycling bins and clear green liners for organic waste disposal. A clean liner shall be used at the start of each day's production and may be replaced throughout the day as needed. Liners containing food waste will be removed from each organic waste bin, tied tightly, removed from the kitchen and staff dining room and disposed in the designated organic waste dumpsters outside as often as necessary and at kitchen closing.
- 11.2.2 The Contractor will ensure that there is an organic/food waste bin as needed at every workstation in the kitchen.
- 11.2.3 The Contractor will ensure that all kitchen food/organic waste: trimmings, leftovers, out of date food, or food scraps are disposed in the designated food/organic waste bins. All packaging: plastic, paper, foil or boxes will be removed and separated from organic waste prior to disposal.
- 11.2.4 The Contractor will monitor the food/organic waste bin in the staff dining room for non-food items.
- 11.2.5 The Contractor will ensure that kitchen food/organic waste bins remain covered or closed whenever not in use. All food/organic waste bins will be washed and sanitized each day. Leaking or damaged bins will be taken out of service and replaced immediately.

11.2.6 The Contractor's Food Services Manager or designee will monitor their staff and visually check bins every day to ensure only food waste is being thrown in the food waste bin. If non-food/organic waste is found in bins, staff must be reminded of and re-trained on the proper way to dispose of food and non-food waste. The Contractor will report issues of non-food/organic waste being deposited into the food/organic waste bins in the living units and staff dining hall to the facility Services Director. Continued kitchen food/organic waste violations or violations resulting in fines to Probation may result in corrective actions.

The Contractor will adhere to any County recycling requirements instituted by Probation.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

- 12.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract, SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that service will be null and void and place no requirement on Contractor.
- 12.2 A standard level of performance will be required of Contractor for the required services. Exhibit V (Performance Requirements Summary Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit V (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against Contractor's monthly payment as determined by the County.
- 12.3 When the Contractor's performance does not conform to the terms of this Contract, the County will have the option to apply the following remedies:
 - 12.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the substandard performance, specific steps to return performance to an

acceptable level, and monitoring methods to prevent recurrence.

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

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

PRICING SHEET - YOUTH MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Central Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Central Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER	COST PER MEAL	SALES TAX	COST PER MEAL
DAY	NET OF TAX	PER MEAL	WITH TAX
50-99	\$10.005	\$0.951	\$10.956
100-199	\$8.021	\$0.762	\$8.783
200-299	\$6.833	\$0.649	\$7.482
300-399	\$6.043	\$0.574	\$6.617
400-499	\$5.480	\$0.521	\$6.000
500-599	\$5.059	\$0.481	\$5.540
600-699	\$4.733	\$0.450	\$5.183
700-799	\$4.473	\$0.425	\$4.898
800-899	\$4.261	\$0.405	\$4.666
900-999	\$4.085	\$0.388	\$4.473
1000-1099	\$3.735	\$0.355	\$4.090
1100-1199	\$3.687	\$0.350	\$4.037
1200-1299	\$3.633	\$0.345	\$3.978
1300-1399	\$3.519	\$0.334	\$3.853
1400-1499	\$3.418	\$0.325	\$3.743
1500-Over	\$3.329	\$0.316	\$3.645

Joyce Kruesopon

Regional Vice President

Print Name of Authorized Signer

Title

Signature

9-30-20 **Date**

PRICING SHEET - YOUTH MEALS UNDER NSLP

The undersigned offers to provide all labor and supplies necessary to provide food services at Central Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Central Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER	COST PER MEAL	SALES TAX	COST PER MEAL
DAY	NET OF TAX	PER MEAL	WITH TAX
50-99	\$10.335	\$0.982	\$11.317
100-199	\$8.351	\$0.793	\$9.144
200-299	\$7.163	\$0.680	\$7.843
300-399	\$6.373	\$0.605	\$6.978
400-499	\$5.810	\$0.552	\$6.362
500-599	\$5.389	\$0.512	\$5.901
600-699	\$5.063	\$0.481	\$5.544
700-799	\$4.803	\$0.456	\$5.259
800-899	\$4.591	\$0.436	\$5.027
900-999	\$4.415	\$0.419	\$4.835
1000-1099	\$4.065	\$0.386	\$4.451
1100-1199	\$4.017	\$0.382	\$4.398
1200-1299	\$3.963	\$0.376	\$4.339
1300-1399	\$3.849	\$0.366	\$4.214
1400-1499	\$3.748	\$0.356	\$4.104
1500-Over	\$3.659	\$0.348	\$4.006

Joyce Kruesoj	oon
	of Authorized Signer

Regional Vice President Title

.,

9-30-20 Date

Signature

PRICING SHEET - ADULT MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Central Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Central Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER	COST PER MEAL	SALES TAX	COST PER MEAL
DAY	NET OF TAX	PER MEAL	WITH TAX
1-50	\$28.440	\$2.702	\$31.142
51-100	\$26.880	\$2.554	\$29.434
100-199	\$12.810	\$1.217	\$14.027
200-299	\$6.833	\$0.649	\$7.482
300-399	\$3.735	\$0.355	\$4.090
400-499	\$3.687	\$0.350	\$4.037
500-599	\$3.633	\$0.345	\$3.978
600-699	\$3.519	\$0.334	\$3.853
700-799	\$3.418	\$0.325	\$3.743
800-899	\$3.329	\$0.316	\$3.645
900-999	\$3.329	\$0.316	\$3.645
1000- Over	\$3.329	\$0.316	\$3.645

Joyce Kruesopon	Regional Vice President
Print Name of Authorized Signer	Title

Date

CONTRACTOR'S PROPOSED SCHEDULE

MODEL STAFFING PLAN LIVING WAGE PROGRAM

COMPANY NAME: Morrison Management Specialists, Inc. DBA Morrison Health Care, Inc.

COMPANY ADDRESS: 1727 Axenty Way, Redondo Beach, CA 90277

DEPARTMENT NAME: Central Juvenile Hall Food Service

DEPARIMENT NAME: Central Juvenile Hall Food Service														
Position Title	ROVER	Work Schedule	Hours Worked Per Day	Full Time Part Time	Houly Rate	Mon	Tue	Wed	Thur	Fri	Sat	Sun	County Total Hours	Non-County Total Hours
Supervisor		4:00- 12:30	8.00	Full Time	\$17.26	x	x	8.00	8.00	8.00	8.00	8.00	40.00	0
Supervisor		4:00- 12:30	8.00	Full Time	\$17.26	8.00	8.00	8.00	X	X	8.00	8.00	40.00	0
Supervisor		10:00 - 6:30	8.00	Full Time	\$17.26	8.00	8.00	8.00	8.00	8.00	x	X	40.00	0
Supervisor		10:00 - 6:30	8.00	Full Time	\$17.26	x	8.00	8.00	8.00	8.00	8.00	X	40.00	0
Lead Cook		8:30 - 5:00	8.00	Full Time	\$17.28	8.00	8.00	8.00	8.00	X	x	8.00	40.00	0
Cook		4:00 - 12:30	8.00	Full Time	\$16.50	8.00	x	x	8.00	8.00	8.00	8.00	40.00	0
Cook		Varies	8.00	Full Time	\$16.50	x	8.00	8.00	8.00	8.00	8.00	Z	40.00	0
Food Service Worker (Senior)	Café	6:00-2:30	8.00	Full Time	\$16.80	8.00	8.00	8.00	8.00	8.00	x	X	40.00	0
Food Service Worker		Varies	8.00	Full Time	\$16.31	x	x	8.00	8.00	8.00	8.00	8.00	40.00	0
Food Service Worker		Varies	8.00	Full Time	\$16.31	8.00	8.00	8.00	8.00	8.00	X	x	40.00	0
Food Service Worker	*	Varies	8.00	Full Time	\$16.31	8.00	x	x	8.00	x	x	8.00	24.00	16
Food Service Worker		Varies	8.00	Full Time	\$16.31	8.00	8.00	8.00	Z	X	8.00	8.00	40.00	0
Food Service Worker	, in the second	Varies	8.00	Full Time	\$16.31	8.00	8.00	x	x	8.00	8.00	8.00	40.00	0
					Totals	72.00	72.00	80.00	80.00	72.00	64.00	64.00	504.00	16.00

CONTRACTOR'S EEO CERTIFICATION

	on Management Specialist, Inc., dba Morrison Health Care, Inc.		
Comp	any Name		
1727 A	Axenty Way Redondo Beach, CA 90278		
Addre	SS		
63-11	55966		
	al Revenue Service Employer Identification Number		
	GENERAL		
certifie compa religio	ordance with provisions of the County Code of the County of Loss and agrees that all persons employed by such firm, its affiliate anies are and will be treated equally by the firm without regarn, ancestry, national origin, or sex and in compliance with all anited States of America and the State of California.	s, subsidiarie d to or beca	es, or holding luse of race,
	CERTIFICATION	YES	NO
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()
X	MU80/M 9-30-20		
Signat			
	Kruesopon, Regional Vice President and Title of Signer (please print)		

COUNTY'S ADMINISTRATION

CONTRACT	NO.					

COUNTY'S CONTRACT MANAGER:

Name: <u>Latasha Howard</u>

Title: Director, Contracts and Grants Management Division

Address: 9150 East Imperial Highway

Downey, California 90242

Telephone: <u>562-940-2728</u> Facsimile: <u>562-658-2307</u>

E-Mail Address: <u>Latasha.Howard@probation.lacounty.gov</u>

COUNTY'S PROGRAM MANAGER:

Name: Felicia Oliver

Title: <u>Services Director</u>

Address: 1605 Eastlake Avenue

Los Angeles, California 90033

Telephone: 323-226-8671

E-Mail Address: Felicia.Oliver@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: <u>Craig Norris</u>

Title: <u>Manager</u>

Address: 7639 South Painter Avenue

Whittier, California 90602

Telephone: 562-907-3133

E-Mail Address: Craig.Norris@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTO	OR'S NAME: Morrison Healthcare Inc.
CONTRACT N	0:
CONTRACTOR	R'S PROJECT DIRECTOR:
Name:	Chris McCracken
Title:	Regional Director of Operations
Address:	1727 Axenty Way, Redondo Beach, CA 90278
Telephone: Facsimile:	951 466-6774
E-Mail Addres	ss: _ <u>chrismccracken@iammorrison.com</u>
CONTRACTOR	R'S AUTHORIZED OFFICIAL(S)
Name:	Tim Piece
Title:	CEO
Address:	400 Northridge Road Suite 600, Atlanta, GA 30350
Telephone:	800 225-4368
Facsimile:	
E-Mail Addres	ss: <u>timpierce@iammorrison.com</u>
Name:	John Cipollini
Title:	Division President
Address:	400 Northridge Road Suite 600, Atlanta, GA 30350
Telephone [.]	800 225-4368
Facsimile:	<u> </u>
_	ss: <u>Johncipollini@iammorrison.com</u>
Notices to Cor	ntractor shall be sent to the following:
Name:	Joyce Kruesopon
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone:	714 319-2896
Facsimile:	
E-Mail Address	:: Joycekruesopon@iammorrison.com

Contract – Exhibit F – Food Services (CJH)

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

Ι,	, or	n behalf of	·,
=	actor"), certify that on County Co T NUMBER AND NAME]:		
	All Contractor Personnel* on by the Ordinance.	this Contract are ful	ly vaccinated as required
	Most Contractor Personnel required by the Ordinance. granted a valid medical or Contractor Personnel. Contractor Personnel Contractor Person their work were contracting County departing Personnel who have been gare [LIST ALL CONTRACTO	The Contractor or its religious exemption tractor will certify was resonnel have tested by under the Cournent requires other ranted a valid medical.	s employer of record, has n to the below identified weekly that the following negative within 72 hours nty Contract unless the erwise. The Contractor
*Contracto	r Personnel includes subcontrac	tors.	
	ority to bind the Contractor and ify that I will comply with said re		equirements above and
Signature	· · · · · · · · · · · · · · · · · · ·	Date	
Title			
Company/0	Contractor Name		

Contract – Exhibit G – Food Services (CJH)

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NA	AME Morrison Healthcare Inc.	Contract No							
GENERAL INFORM	MATION:								
	nced above has entered into a contract with the Co the Corporation to sign this Contractor Acknowledge	unty of Los Angeles to provide certain services to the County. ement and Confidentiality Agreement.							
CONTRACTOR AC	CKNOWLEDGEMENT:								
(Contractor's Staff) the understands and agree	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.								
and that Contractor's of my performance of	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	<u>Y AGREEMENT</u> :								
Contractor and Contra services from the Cou other vendors doing be and information in its pend Contractor's Staff Staff, will protect the	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.								
while performing work	pursuant to the above-referenced contract between	to any unauthorized person any data or information obtained in Contractor and the County of Los Angeles. Contractor and or information received to County's Project Manager.							
information pertaining documentation, Contr Contractor's Staff und against disclosure to o Staff agree that if pro	to persons and/or entities receiving services from ractor proprietary information and all other original ler the above-referenced contract. Contractor and Other than Contractor or County employees who have	n, criminal, and welfare recipient records and all data and the County, design concepts, algorithms, programs, formats, materials produced, created, or provided to Contractor and Contractor's Staff agree to protect these confidential materials e a need to know the information. Contractor and Contractor's ors is provided to me during this employment, Contractor and							
	actor's Staff agree to report any and all violations of whom Contractor and Contractor's Staff become	of this agreement by Contractor and Contractor's Staff and/or aware.							
	actor's Staff acknowledge that violation of this agre and that the County of Los Angeles may seek all p	eement may subject Contractor and Contractor's Staff to civil ossible legal redress.							
SIGNATURE:	12 /2	DATE:/							
PRINTED NAME:	Tim Pierce								
POSITION:	CEO								

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _	Morrison Healthcare Inc.	Contract No			
Employee Name _					
GENERAL INFOR	MATION:				
Your employer re	ferenced above has entered into a bunty. The County requires your s				
EMPLOYEE ACKN	NOWLEDGEMENT:				
referenced contractions and all other referenced contract I understand and a not have and will not work under the a	agree that the Contractor reference. I understand and agree that I mubenefits payable to me or on my bet. gree that I am not an employee of the ot acquire any rights or benefits of any above-referenced contract. I understate ounty of Los Angeles pursuant to any	est rely exclusively upon my employ on the second of the s	er for pay e of work ose what s by virtue I will not a	yment of c under soever; e of my pacquire;	of salary and the above and that I do performance any rights o
agree that my conti satisfaction of the	gree that I may be required to under inued performance of work under the County, any and all such investiga County, any such investigation shall recounty.	above-referenced contract is continuitions. I understand and agree that	gent upoi	n my pa lure to p	ssing, to the
CONFIDENTIALIT	Y AGREEMENT:				
confidential data and may also have accepted and information cowork, the County runderstand that I needs and information that I needs are accepted.	with work pertaining to services provious information pertaining to persons ess to proprietary information supplied legal obligation to protect all such concerning health, criminal, and welfarmust ensure that I, too, will protect thoust sign this agreement as a conditional and have taken due time to content the content and have taken due time to content in the content and have taken due time to content in the content and have taken due time to content in the content and have taken due time to content in the con	and/or entities receiving services from the provided by other vendors doing business with the provided that and information in its recipient records. I understand the confidentiality of such data and it ion of my work to be provided by my	om the Conth the Control s possessed if I amendormatic	ounty. I unty of L sion, esp involve on. Cor	In addition, Los Angeles Decially data ed in County Decquently,
pursuant to the abo	t I will not divulge to any unauthorized ove-referenced contract between my ease of any data or information recei	employer and the County of Los Ar	ngeles. I		
persons and/or e documentation, Co me under the abov my employer or Co	enfidential all health, criminal, and we entities receiving services from the entractor proprietary information and a re-referenced contract. I agree to propounty employees who have a need county vendors is provided to me duri	e County, design concepts, algo all other original materials produced, otect these confidential materials ago to know the information. I agree t	orithms, prithms, created, ainst discentification in the content of the content o	program or provi losure t prietary	ns, formats ided to or by so other than information
of whom I become	my immediate supervisor any and all aware. I agree to return all confiden- tion of my employment with my emplo	tial materials to my immediate super			
SIGNATURE:	12 /2	DA ⁻	_{ΓΕ:} 12	_/ 28	_/ 2021
PRINTED NAME:	Tim Pierce			_	
POSITION:	Tim Pierce, CEO Morrison	Healthcare			

N/A EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	Contract No
Non-Employee Name	
GENERAL INFORMATION:	
	o a contract with the County of Los Angeles to provide certain services gnature on this Contractor Non-Employee Acknowledgement and
NON-EMPLOYEE ACKNOWLEDGEMENT:	
contract. I understand and agree that I must re	nced above has exclusive control for purposes of the above-referenced ely exclusively upon the Contractor referenced above for payment of me or on my behalf by virtue of my performance of work under the
do not have and will not acquire any rights or b performance of work under the above-reference	e of the County of Los Angeles for any purpose whatsoever and that I enefits of any kind from the County of Los Angeles by virtue of my d contract. I understand and agree that I do not have and will not Los Angeles pursuant to any agreement between any person or entity
agree that my continued performance of work un the satisfaction of the County, any and all such in	undergo a background and security investigation(s). I understand and ider the above-referenced contract is contingent upon my passing, to investigations. I understand and agree that my failure to pass, to the in shall result in my immediate release from performance under this
CONFIDENTIALITY AGREEMENT:	
to confidential data and information pertaining to p I may also have access to proprietary information Angeles. The County has a legal obligation to especially data and information concerning healt involved in County work, the County must ensure Consequently, I understand that I must sign this	s provided by the County of Los Angeles and, if so, I may have access persons and/or entities receiving services from the County. In addition, on supplied by other vendors doing business with the County of Los protect all such confidential data and information in its possession, th, criminal, and welfare recipient records. I understand that if I am that I, too, will protect the confidentiality of such data and information. agreement as a condition of my work to be provided by the abovethis agreement and have taken due time to consider it prior to signing.
work pursuant to the above-referenced contra	uthorized person any data or information obtained while performing act between the above-referenced Contractor and the County of the release of any data or information received by me to the above-
persons and/or entities receiving services fro documentation, Contractor proprietary information by me under the above-referenced contract. I ac than the above-referenced Contractor or County	and welfare recipient records and all data and information pertaining to me the County, design concepts, algorithms, programs, formats, n, and all other original materials produced, created, or provided to or gree to protect these confidential materials against disclosure to other employees who have a need to know the information. I agree that if endors is provided to me, I shall keep such information confidential.
	ctor any and all violations of this agreement by myself and/or by any to return all confidential materials to the above-referenced Contractor my services hereunder, whichever occurs first.
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 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

Page 3 of 3

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.

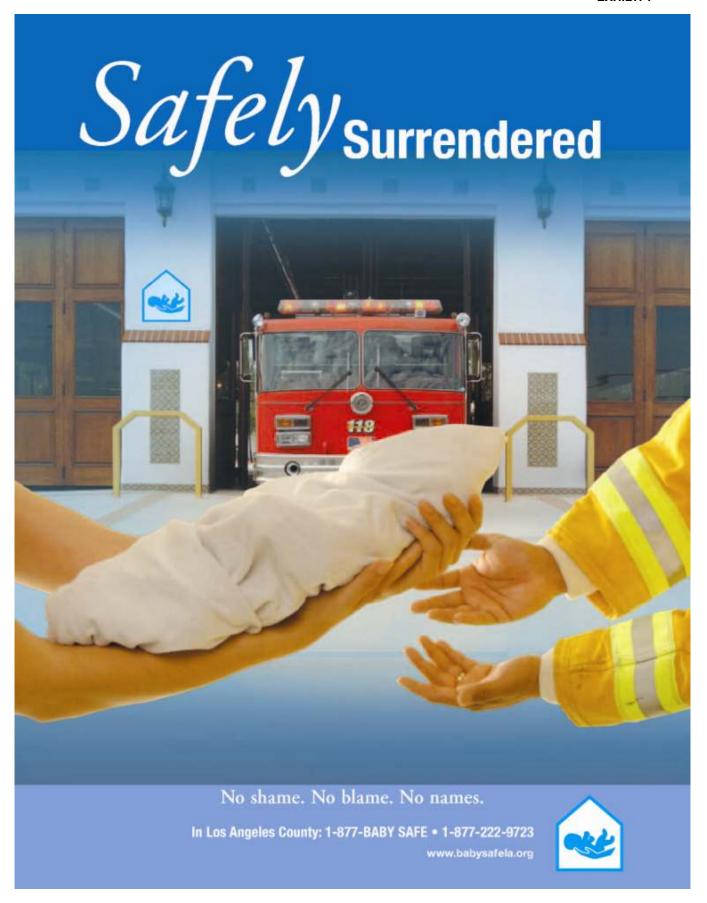
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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



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?

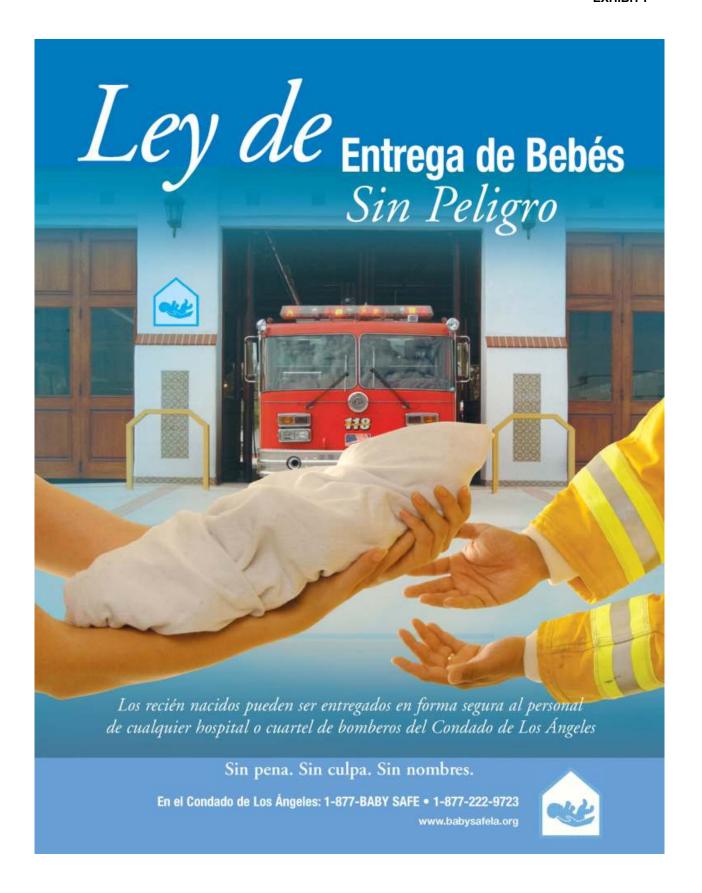
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

¿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.

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Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 Findings.
- 2.201.020 Definitions.
- 2.201.030 Prospective effect.
- 2.201.040 Payment of living wage.
- 2.201.050 Other provisions.
- 2.201.060 Employer retaliation prohibited.
- 2.201.070 Employee retention rights.
- 2.201.080 Enforcement and remedies.
- 2.201.090 Exceptions.
- 2.201.100 Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

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- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seg., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los

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- Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of
- **16**) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to

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- the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

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(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - Recommend to the board of supervisors that an employer be barred from award
 of future county contracts for a period of time consistent with the seriousness of
 the employer's violation of this chapter, in accordance with Section 2.202.040 of
 this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - 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. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

L	Joyce Kruesopon	Regiona	Regional Vice President					
., _	(Name of Owner or Company Representative)	(Title)	-					
Do	hereby state:							
1.	That I pay or supervise the payment of the p	Company of	inagement Specialist					
	on the Central Juvenile Hall Service, Building or Work Site	triat during the payroli period	a commencing on the					
		nd Year , and ending the						
	all persons employed	on said work site have been paid	the full weekly wages					
	earned, that no rebates have been or v	<i>i</i> ll be made, either directly or indire	ctly, to or on behalf of					
		from the full weekly	wages earned by any					
	Company Name							
	person, and that no deductions have be	een made eitner directly or indirect	ly, from the full wages					
	earned by any person, other than permis	sible deductions as defined in Regul	lations, Part 3 (29 CFR					
	Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63							
	Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:							
			-					
	9							
2.	That any payrolls otherwise under this contra complete; that the wage rates for employee Los Angeles Living Wage rates contained in	es contained therein are not less than						
l h	ave reviewed the information in this rep	port and as company owner or aut	horized agent for this					
company, I sign under penalty of perjury certifying that all information herein is complete and correct.								
Prin	t Name and Title	Owner or Company Representative Signature:						
	loyce Kruesopon, Regional Vice President	JIMUSO/IN	Date: 12/22/2021					
SU SU	THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.							

INTENTIONALLY OMITTED

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

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

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

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

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

Therefore, the parties agree as follows:

1. **DEFINITIONS**

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

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

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

- with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED</u> HEALTH INFORMATION

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

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. <u>PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH</u> INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

- (d) number, diagnosis, disability code or other types of information were involved);
- (e) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the nonpermitted Use or Disclosure of Protected Health Information. Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, Floor, Los Angeles, California PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

- (g) the non-permitted Use or Disclosure, Security Incident, or Breach;
- (h) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (i) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered

- 7.2 Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.3 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.4 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. <u>ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

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

- (b) The name, and address if known, of the entity or person who received the Protected Health Information:
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

11.3 Covered Entity with copies of any documents produced in response to such request.

12. <u>MITIGATION OF HARMFUL EFFECTS</u>

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

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

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

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

17. TERMINATION FOR CAUSE

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

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> <u>TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered

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

19. Audit, inspection, and Examination

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

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

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

ATTACHMENT B



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

BACKGROUND REQUEST FORM

 ${\bf Email\ Form\ to:\ Vivian. Gonzalez@probation. lacounty. gov}$

E11)
VECTORY
No. of Contract of

Requesting Agency:		LIVE SCAN SCHED	ULE:
Agency Address:		Monday & Friday: 8:30 A	M - 4:00 PM
City and Zip Code:			
Agency Contact Person:			
Telephone No:		Please Note: We do not live scan on Tuesday, We	ednesday, nor Thursday.
Fax No:		Please have applicant arrive 15 min. prior to scho	eduled appointment.
Email Address:			
Lead Agency (if Different):			
	Completed by Requesting Agency		Completed by Central Proc

	Completed by Central Processing Unit					
					Appointment	Appointment
Applicant's Name	Applicant's Position	Work Location	Available Da	ates & Times	Date	Time

Instructions to Applicants:

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

CONTRACT DISCREPANCY REPORT

TO:			
FROM:			
DATES:	Prepared:		
	Returned by Contractor:		
	Action Completed:		
DISCREPA	NCY PROBLEMS:		
			-
Signature of	County Representative	Date	
CONTRACT	TOR RESPONSE (Cause and Corrective Action):		
	,		
	Contractor Representative	Date	-
COUNTY E	VALUATION OF CONTRACTOR RESPONSE:		
Signature of	County Representative	Date	-
COUNTY A	CTIONS:		
CONTRACT	OR NOTIFIED OF ACTION:		
County Rep	resentative's Signature and Date		
Contracto	or Representative's Signature and Date		

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Morrison Healthcare Inc. is my sole employer for purposes of this employment.

I rely exclusively upon <u>Morrison Healthcare Inc.</u> for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

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

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer <u>Morrison Healthcare</u> and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:	
SIGNATURE: / /- /-	
DATE: 12/28/2021	
NAME:Tim Pierce Print	

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

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

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

Company Name: MORRISON MANAGEMENT SPECIALISTS, INC.dba Morrison Health Care, Inc.									
Company Address: 1727 Axenty Way									
City: F	City: Redondo Beach State: CA Zip Code: 90278								
Telep	Telephone Number: 714-319-2896 Email address: <u>JoyceKruesopon@lamMorrison.com</u>								
Solicit	tation/Contract for Food Services								
The P	roposer/Bidder/Contractor certif	ies that:							
×	It is familiar with the terms of the Program, Los Angeles County Co			Defaulted Property Tax Reduction					
	To the best of its knowledge, after the reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND								
	The Proposer/Bidder/Contractor a Reduction Program during the ter			e County's Defaulted Property Tax act.					
		- OR -							
	I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:								
I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.									
Print N	Name: Joyce Kruesopon	Tit	le: Regior	nal Vice President					
Signal	ture: AMBOMIN	Da	ite: 9-30	-20					
	7.								

CONFIDENTIALITY OF CORI INFORMATION

riminal Offender Record Information (CORI) is that information which is recorded as a result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of,
uring the legitimate course of your duties, you may have access to CORI. The robation Department has a policy of protecting the confidentiality of Criminal Offender ecord Information.
ou are required to protect the information contained in documents against disclosure all individuals who do not have a right-to-know or a need-to-know this information.
he use of any information obtained from case files or other related sources of CORI to take contacts with probationers or their relatives, or to make CORI available to anyone the house no real and proper reason to have access to this information as determined tolely by the Probation Department is considered a breach of confidentiality, appropriate and unauthorized.
ny employee engaging in such activities is in violation f the Probation Department's confidentiality policy and will be subject to appropriate isciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.
have read and understand the Probation Department's policy concerning the onfidentiality of CORI records.
Signature)
ame (Print)
lassification
ate
opy to be forwarded to Probation Program Manager within five (5) business days of tart of employment.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Menu Preparation (Youth) (Appendix A, 2.7, 2.8)	a) Menu b) Menu Production Record c) Recipes d) Product Formulation Statements e) Nutrition Labels	Adhere to approved 5- week cycle menu (Technical Exhibit 4 or 4a); No unauthorized omissions or substitutions	4%	 User and/or Staff Complaints Random Inspections Random Sample 	Accelerated damages schedule: 1st incident - \$50 2nd incident within the same month - \$100 3rd incident and each incident thereafter within the same month - \$200
Menu Preparation (Adult) (Appendix A, 2.7.4)	a) Menu b) Menu Production Record	Adhere to approved 5- week cycle menu which is based on Technical Exhibit 4 or 4a No unauthorized omissions or substitutions	4%	- User and/or Staff Complaints - Random Inspections	Accelerated damages schedule: 1st incident - \$50 2nd incident within the same month - \$100 3rd incident and each incident thereafter within the same month - \$200
Food Quality Standards (Appendix A, 2.9)	a) Food Invoices b) Meal c) Nutrition Labels Product Formulation Statements d) TPHC Logs e) Menu Production Records f) Surveys;	As established by Probation, County, National School Lunch Program, County and/or State Regulations (Technical Exhibit 5)	0%	- User Complaints - Random Inspections - Random Samples	Accelerated damages as above except deductions are: \$100, \$200 and \$400
Food Temperatures (Appendix A,2.9.4)	a) Food Served b) Temperature Logs c) Food Temperature taken	Temperatures for hot foods be at or above 135° F and cold foods be at or below 41° F	4%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Food Portions Appendix A, 2.10) a) Portion sizes b) Adequacy of food prepared	a) Menu b) Utensil used c) Menu Production Record d) Product Formulation Statements e) Food Labels	Adhere to 5- week cycle menu. No unauthorized changes (Technical Exhibit 4 or 4a)	4%	- Random Inspections - Random Samples - Random Inspections	Accelerated damages as above except deductions are: \$100, \$200, \$400

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Pre-meal Preparation (Appendix A, 2.12) a) Vegetables b) Foods c) Leftovers	a) Meal b) Menu c) Food Labels d) Food Storage Areas e) Product Formulation Statements	a) Cook same day to be served b) Be prepared no more than 1 day before service c) Be properly labeled d) Not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Sanitation (Appendix A, 2.14, 2.24, 6.5) a) After-meal cleanup b) Health Standards & Cleanliness c) Uniforms	a) Serving and disposal areas b) Food preparation area c) Equipment Maintenance log d) Cleaning logs	Meet State and County health regulations	4%	- Random Inspections - Random Inspections - Random Inspections	Accelerated damages as above except deductions are: \$400, \$800, \$1,600
Security (Appendix A, 2.27, 6.5; Appendix C, Sample Contract, 7.4, 7.5) a) Supplies/Equipment b) Minimum Age c) ID. Badges d) Employees e) Keys/ID Tokens f) Contractor employees shall be fingerprinted prior to providing services g) No Contractor staff shall have a criminal conviction unless such record has been fully disclosed h) Contractor shall reimburse County for record checks	a) Contractor's Records County/Contractor's Records C-H	a) Provide security for supplies per County Requirements b) Not be 20 years of age or younger c) Meet County security requirements d) Adhere to County requirements e) Meet County requirements f) Meet County security g) Adhere to County requirements h) Adhere to County requirements	0%	A-H - User - Complaints - Random - Inspections	A-E: Accelerated damages as above except deductions are: \$200, \$400, \$800 F-H: \$100 per employee per occurrence
Quality Control Plan (Appendix A, 3.0)	Contractor's Records	100% Adhere to County requirements	0%	- User and/or Staff complaints - 100% and/or Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Employee Physical Examinations (Appendix A, 6.4.14)	Medical Reports/Contractor's Reports	Meet health requirements of State and County	0%	- Random Inspections	Accelerated damages as damages as above except deductions are: \$200, \$400, \$800
Training Health Education (Appendix A, 6.7)	Contractor's Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	- Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800
Employee Benefits/Prevailing Wages for Covered Crafts. (Appendix C, Sample Contract, 9.18) Contractor is to provide all legally required employees assigned to this Contract	Contractor's Records	Adhere to County Requirements	0%	- Random Inspections	\$200 per employee per occurrence
Contractor in compliance with Standard Terms and Conditions (Appendix C, Sample Contract)	Contractor's Records	100% Adhere to County requirements	0%	 User and/or staff Complaints 100% and/or Random Inspections Random and/or Judgmental Samplings 	Up to \$50 per occurrence

WEEKLY MENU CYCLE 1

Los Angeles County Probation Department							Sin
Cycle 1	- Barry J. Nidorf Juvenile Hall	FROM:		TO:			Care and Sala
	BREAKFAST		LUNCH		DINNER		SNACK
DAY / DATE	Item Apricots**	Svg 1/2 cup	Item Tomato Bisque*	Svg	Item #Chicken Tetrazzini	Svg 2 svg	Item
	## WG Cold Cereal		# Saltine Crackers	l pk	Broccoli*/**	1/2 cup	
-	## WG Breakfast Burrito	l ea	##WG Grilled Cheese Sand	1 sand	Broccoli*/** Green Salad**	1 cup	
)ay	Salsa*		Ranch Style Beans***	l cup	Lite French Dressing	l oz	Granola Bar
	Fluid Skim Milk	2 ea	Oven Baked Potato*	1/2 pot	##WG Bread	2 slice	
Sunday - Day I			Fluid Skim Milk Spread	l ea	Spread Fluid Skim Milk	l ea l ea	
pu			Spread	1 ea	Sweet Potato Pie**	l svg	
Su					5Weet Focus Fr	1378	
	Fresh Apple	Lyyholo	Sloppy Joe Sandwich on	Las	Roasted Turkey w/	4 oz	
	##Cinnamon Oatmeal	l cup			#Bread Stuffing	l svg	
7	##WG Bread	2 slice	Corn on Cob	2, 3"	Mashed Potatoes w/	3/4 cup	
Monday - Day 2	Bacon		Lettuce** & Tomato Salad*	l cup	Turkey Gravy	1/4 cup	
I `.	Hash Browns		Lite Ranch Dressing		Peas and Carrots**	1/2 cup	
lay	Fluid Skim Milk	l ea	Orange Pineapple Gelatin* Fluid Skim Milk	1 svg	Sliced Peaches ##WG Dinner Roll	1/2 cup	
onc	Jelly	l ea	Spread		Fluid Skim Milk	1 roll 2 ea	
Mc			Бргене	1 64	Spread	l ea	
				/ .			
	Orange Juice*		#Spaghetti w/Meatsauce	1,1/2 cup		l cup	Fresh Banana
3	#Pancakes Spiced Apple Topping	1/3 cup	Minestrone Soup**/*** #Soft Breadstick		#Steamed Rice Green Beans	1 cup 1/2 cup	
ay	Turkey Sausage Links	2 ea			Mandarin Oranges*	1/2 cup	
, D	Scrambled Eggs	1/2 cup		1 oz	Ice Cream	1/2 cup	
ау	Fluid Skim Milk	l ea	Cantaloupe**		Fluid Skim Milk	2 ea	
sq	Syrup	l oz	Fluid Skim Milk	l ea			
Tuesday - Day 3							
I							
	Pineapple Chunks*	l cup	## WGTurkey Deli Sand*	1 sand	##Chicken Enchilada Pie	1 svg	
4	#Grits	l cup	Potato Salad		Garden Salad*/**	1 cup	
Эау	Sliced Ham	3 oz		1/2 cup	Lite French Dressing	l oz	##WG
ı, ı	##WG Bread O'Brien Potatoes	2 slice	Lite Ranch Dip	l oz	Fresh Orange* ##WG Bread	l ea	
lay	Fluid Skim Milk	1 cup 1 ea	Fresh Apple Fluid Skim Milk	l ea		2 slice 2 ea	
psa	Sugar Packet	l ea	I Idid Skiii iviik	1 ca	I Idid Skiii iviik	2 Ca	
dh	Spread	l ea					
Wednesday - Day 4							
	Mandarin Oranges*	Louis	#Bean & Cheese Burrito***	2.00	BBQ Chicken	2 0770	
	##WG Cold Cereal	1 cup 3/4 cup		1/2 cup	Oven Baked Potato*	2 svg 1/2 pot	
7.5	Quiche	2 svg		1,2 cup	Baked Beans***	1/2 poc	
Эау	Fluid Skim Milk	2 ea	Lite French Dressing	l oz	Spinach**	1/2 cup	
			Sliced Peaches		Green Salad**	1 cup	
lay			Fluid Skim Milk	l ea		l oz	
rsd					##WG Bread	2 slice	
Thursday - Day 5					Fluid Skim Milk	l ea	
	Fresh Banana	2 ea	2, Chicken Salad Sands on	l cup	##Spicy Jambalaya	1, 1/2 cup	
	#Cinnamon Roll		##WG Wheat Bread	4 slice	##WG Cornbread	l svg	11.113.3.70
9 /	Turkey Sausage Patty #Cream of Wheat	2 ea	Vegetable Soup*/** Fresh Orange*	l cup	Apricots** Green Salad**	1/2 cup	
)ay	#Cream of Wheat Fluid Skim Milk	1/2 cup 1 ea		1 wn	Lite French Dressing	l cup l oz	
[~]	Sugar	l ea		l oz		2 ea	
day	Spread	l ea	Fluid Skim Milk	l ea			
Friday - Day 6			Sugar Cookies	2 ea			
	Fresh Orange*	l wh	Hamburger on	l ea	Chicken Stir-Fry w/	I, 1/2 cup	
2	##WG Cold Cereal	l svg	##WG Bun w/	l ea	Carrots & Broccoli**/*		## WG
ay	Cheesy Egg Scramble Salsa*		Lettuce and Tomatoes* Dill Pickles	1/2 cup	#Steamed Rice	l cup	
Ď	Salsa* ##WG Flour Tortilla		Dill Pickles Baked Beans***	1 cun	Soy Sauce Fresh Apple	l oz l wh	
ry (Applesauce*		#Macaroni Salad	1/2 cun	##WG Bread	2 slice	
rda	Fluid Skim Milk	2 ea		1/2 cup	##WG Bread Fluid Skim Milk	l ea	
Saturday - Day 7			Fluid Skim Milk	l ea			
Sa			Lite Mayo	l ea			
			Catsup Mustard	l ea l ea			
		1	IIII GLAIG	1 ca	1.1		DI.

		L	os Angeles County Prol	oation D	epartment		
Cycle 2	- Barry J. Nidorf Juvenile Hall	FROM:		TO:			
/	BREAKFAST		LUNCH		DINNER		SNACK Item
Sunday - Day 1	Item Sliced Peaches ##Cinnamon Oatmeal Turkey Sausage Links Hash Browns ##WG Bread Fluid Skim Milk Spread	3/4 cup 2 ea	Apricot Halves**	1/2 cup 1/4 cup 1/2 cup	Item Oven Fried Chicken Baked Potato* Steamed Carrots** Green Salad** Lite Italian Dressing ##WG Dinner Roll Fluid Skim Milk	2 pc 1/2 pot 1/2 cup 1 cup 1 oz 1 roll 2 ea	Fresh Apple 1 wh
Monday - Day 2 Sur	Orange Juice* Scrambled Eggs #Pancakes ##WG Cold Cereal Fluid Skim Milk Syrup Spread	8 oz 1/2 cup 3 ea 3/4 cup 2 ea 1 oz 1 ea	Minestrone Soup***/** Garden Salad*/** Lite Italian Dressing	l cup l cup l oz	Meat Loaf w/ Tomato Sce* #Steamed Rice Mixed Vegetable** Green Salad Lite French Dressing ##WG Bread Brownie Fluid Skim Milk	2 svg 1/2 cup 1/2 cup 1 cup 1 oz 1 slice 1 svg 1 ea	Fresh Orange* I wh
Tuesday - Day 3	Fresh Banana ##WG Cold Cereal Sliced Ham #Biscuit Fluid Skim Milk Jelly Spread		Coleslaw* Oven Baked Potato* Sliced Peaches	1 cup 1/2 cup 1/2 pot 1/2 cup	Baked Cajun Chicken #Fried Rice Garden Salad*/** Lite Ranch Dressing Apricot Halves** ##WG Bread Fluid Skim Milk	2 svg 1 cup 1 cup 1 oz 1/2 cup 1 slice 1 ea	## Graham Crackers 4, 2.5° Sq
Wednesday - Day 4	Fresh Orange* #Cream of Wheat Sugar Packet Cheesy Egg Scramble Bacon ##WG Bread Applesauce* Fluid Skim Milk	l cup l ea 1/2 cup	Salsa* Garden Salad*/** Lite Italian Dressing	1 cup 1/4 cup 1 cup 1 oz 1/2 cup	Roast Beef w/ Brown Gravy Scalloped Potatoes Spinach Salad** Lite French Dressing Fresh Apple ##WG Dinner Roll Fluid Skim Milk	4 oz 1/4 cup 1 cup 2 cup 1 oz 1 wh 1 ea 2 ea	Fresh Banana 1 wh
Thursday - Day 5	Pineapple Chunks* ##WG Cold Cereal ##Oatmeal Muffin Square Turkey Sausage Patty Tater Tots Fluid Skim Milk	3/4 cup 1 ea	Lite Mayo Lettuce & Tomatoes*	1 ea 1/2 cup	Ground Turkey Steamed Spinach** Fruit Cocktail ##WG Bread Fluid Skim Milk	1.5 cups 1/2 cup 1/2 cup 2 slice 1 ea	Fresh Pear I wh
Friday - Day 6	Orange Juice* #Grits Breakfast Sandwich Lite Fruited Yogurt Fluid Skim Milk Sugar Packet Spread	1 ea 6 oz	Salsa* Bean Soup*** #Saltine Crackers Garden Salad*/** Lite French Dressing	l cup l pkg	##Steamed Brown Rice Steamed Carrots** ##WG Bread Pineapple Chunks*	1,1/2 cup 1 cup 1/2 cup 1 slice 1/2 cup 2 ea	## WG Granola Bar 1 Bar
Saturday - Day 7	Fresh Banana ##WG Cold Cereal Turkey Sausage Links #Waffles Spiced Apple Topping Fluid Skim Milk Syrup	1 ea 3/4 cup 2 ea 3 ea 1/3 cup 2 ea 1 oz	##Turkey Deli Sandwich* #Saltine Crakers Fresh Orange*	l pkg	Baked Chicken Scandia #Steamed Rice Green Salad** Lite French Dressing Apricot Halves** ##WG Dinner Roll Fluid Skim Milk	2 svg 3/4 cup 1 cup 1 oz 1/2 cup 1 ea 1 ea	Fresh Apple 1 wh

		L	os Angeles County Pro	bation D	epartment		500
Cycle 3	-Barry J. Nidorf Juvenile Hall	FROM:		TO:			Transit St
	<u>BREAKFAST</u>		LUNCH		DINNER		SNACK
DAY / DATE	Item Fresh Orange*	Svg	Turkey Hot Dog on	Svg l ea	Item #Spaghetti w/	Svg I, 1/2 cup	Item
	##Cinnamon Oatmeal	Leun	##Whole Wheat Bun		Meatsauce	1, 1/ 2 cup	##
-	Scrambled Egg	1/2 cup	Ketchup		#Garlic Bread	l ea	Granola Bar
άχ	Hash Browns	3/4 cup	Mustard		Green Salad**	l cup	1 bar
Sunday - Day I	##WG Toast	2 slice	Baked Beans***		Lite French Dressing	l oz	1 541
` >	Fluid Skim Milk		Coleslaw*	1 cup	Sliced Peaches	1/2 cup	
la la	Jelly		Cantaloupe**	l cup	Fluid Skim Milk	l ea	
ğ	Spread	l ea	Fluid Skim Milk	l ea	Coconut Pudding	l cup	
S					5		
	Pineapple Chunks*	1/2 cup	Breaded Chicken Sand on	l ea	Porcupine Meatballs w/	2, 3 oz	
	##WG Cold Cereal		##WG Hamburger Bun		Tomato Sauce*	2, 3 02	
7	Turkey Sausage Patty	2 ea	Lettuce** & Tomatoes*		##Brown Rice Pilaf	l cup	Fresh Apple
Monday - Day 2	#Bagel	l ea	Ketchup		Cauliflower*	1/2 cup	1 whole
O	Fluid Skim Milk	2 ea	Mustard		Garden Salad*/**	l cup	
×	LF Cream Cheese	2 T	Baked Potato*	l ea	Lite French Dressing	l oz	
da	Jelly	l ea	Spinach Salad**	1 cup	##WG Bread	2 slice	
Ĕ.	1	100	Lite 1000 Island Dressing	loz	Fluid Skim Milk	l ea	
Ž			Pear Halves	1/2 cup	Cherry Crisp	1 svg	
			Fluid Skim Milk	l ea		1348	
			Spread	l ea			
	Orange Juice*	2, 407	##Turkey Bagel Sandwich		Pork Chops	4 oz	
	#Cream of Wheat	1 cun	##Turkey Bagel Sandwich Bean Soup*** Saltine Crackers	1 cun	Baked Sweet Potato**	1 whole	
3	#French Toast	2 slice	Saltine Crackers	1 pk	Green Beans	1/2 cup	Fresh Orange*
ay	Turkey Sausage Links	2 links	Garden Salad */**	1 cup	Applesauce*	1/2 cup	1 whole
9	Fluid Skim Milk	l ea	Lite Ranch Dressing	1 07	Applesauce* ##WG Dinner Roll	2 roll	1 Hole
χ .	Syrup		Pear Halves	1/2 cup	Spread	l tsp	
da	Spread		Fluid Skim Milk	1, 2 cap	Fluid Skim Milk	2 ea	
SS	Sugar Packet	l ea	I Idid Okini iviik	1 Ca	#Spice Cake	l svg	
Tuesday - Day 3	ougai i acket	rca			mopiee care	1348	
	Fresh Banana	1 1-	BBQ Beef on	1	Chicken Fajitas w/	2 svg	
4	##WG Cold Cereal	1 WII	##WC Hambungan Pun		#Flour Tortillas	2 svg	##
, Y	Sliced Ham	1, 1/2 cup	##WG Hamburger Bun Baked Beans***		Salsa*	1/4 our	Graham Crackers
Da	##WG Toast	3 02	Baked Potato	1 cup	Lite Sour Cream	1/4 cup 2 T	
7		I slice	Daked Potato				4 sq
ay	Hash Browns	1 cup	Steamed Broccoli**/*	1/2 cup	Vegetable Soup**	l cup	
ps	Fluid Skim Milk	2 ea	Mandarin Oranges*		#Saltine Crackers Garden Salad*/**	l pk	
eu l			Fluid Skim Milk	l ea		l cup	
\overline{g}					Lite Italian Dressing	l oz	
Wednesday - Day 4					Sliced Peaches Fluid Skim Milk	1/2 cup	
					FIUIG SKIM MIIK	l ea	
	Fresh Orange*	Lwh	#Pork Burrito	2 00	Country Fried Steak	2 svg	
	#Grits	2/4 oup	#POIR DUITILO		Scalloped Potatoes	l cup	##
5	Scrambled Eggs	3/4 cup	#Spanish Rice Salsa*	1/4 cup	Whole Kernel Corn		Granola Bar
ay	Bacon	1/2 cup	Apricot Halves**	1/4 cup	Fruit Salad	1/2 cup	1 Bar
day - Day 5	##WG Toast	2 slice	Garden Salad*/**	1/2 cup	##WG Bread	1/2 cup 1 slice	1 Dai
× ×	Fluid Skim Milk	2 SHCC	Lite French Dressing	l cup	Fluid Skim Milk		
da	Fidid Skilli Wilk	1 ca	Fluid Skim Milk	l ea		2 ea	
irs			Fluid Skilli Wilk	1 Ca			
Thurse							
	Sliced Peaches	1/2	Tunkey Delich C	4 -	#Lasagna w/ Beef	2	
	##WG Cold Cereal	1/2 cup	Turkey Polish Sausage Ranch Style Beans***	4 0Z	#Lasagna W/ Beef #Soft Bread Stick	2 svg 2 stick	
	#Pancakes	2/4 cup	#Mac N Cheese	1/2 cup	#Soft Bread Stick Spinach**		Eroch Danana
9 /	Francakes	3 ea	#Mac N Cheese Cucumber/Tomato Salad*	1/2 cup	Dingernle Charatar	1/2 cup	Fresh Banana
)ay	Turkey Sausage Patty			1 cup	Pineapple Chunks* Fluid Skim Milk	1/2 cup	1 whole
Ú	Fluid Skim Milk	2 ea	##WG Bread	2 slice 1 wh	FIUIG SKIM MIIK	l ea	
<u> </u>	Syrup	1 OZ	Fresh Apple Fluid Skim Milk				
Friday - Day 6			Fluid Skim Milk	l ea			
1							
	Orange Juice*	2, 4oz	#Pizza w/ Ground Beef		Honey Lemon Chicken	2 svg	
	##WG Cold Cereal	3/4 cup	Garden Salad*/**	1 cup	Baked Potato*	l ea	##
y 7	#Banana Bread Squares	l ea	Lite Ranch Dressing	l oz	Carrots**	1/2 cup	Graham Crackers
)a	Cheesy Egg Scramble	l cup	Minestrone Soup*/**/***	1 cun	Pear Halves	1/2 cup	4 sq
7	Fluid Skim Milk	2 ea	#Saltine Crackers	l pkg	##Cornbread	l svg	
ay			Fruit Salad*/**	1/2 cup	##Cornbread Fluid Skim Milk	l ea	
rd.			Fluid Skim Milk	l ea	Vanilla Ice Cream	1/2 cup	
Saturday - Day 7							
3,							
$\overline{}$	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain

		L	os Angeles County Prob		epartment		The state of the s
Cycle 4	-Barry J. Nidorf Juvenile Hall	FROM:		TO:			The same of the sa
DAY / DATE	BREAKFAST Item	Svg	LUNCH Item	Svg	<u>DINNER</u> Item	Svg	SNACK Item
DAY / DATE	Fresh Banana		Vegetable Soup*/**		#Chicken Tomato* Bake	2 svg	Item
	##WG Cold Cereal	3/4 cup	#Saltine Crackers	Lpk	Broccoli*/**	1/2 cup	
_	##Breakfast Sandwich	2 ea	##Turkey Deli Sandwich	l ea	Green Salad**	l cup	Fresh Apple
Sunday - Day I	Non-Fat Yogurt	6.07	Fresh Orange*		Lite Italian Dressing	l oz	1 whole
Γ	Fluid Skim Milk		Fluid Skim Milk	l ea	##WG Bread	2 slice	1 WHOIC
, v	Fluid Skiili Wilk	2 Ca	Tidid Skiii Wilk	1 Ca	Fluid Skim Milk	l ea	
ay				-	Yellow Cake		
Pu I						l svg	
, j					Whipped Topping	l oz	
•,							
	Pineapple Chunks*	1/2 cup	Teriyaki Chicken Bowl w/	1 svg	Roast Beef w/	4 oz	
	##Cinnamon Oatmeal	1/2 cup	Broccoli & Carrots*/** w/	1 Svg	Brown Gravy	1/4 cup	##
7	#Pumpkin Muffin	2 cap	#Steamed Rice	Loup	Mashed Potatoes	3/4 cup	Granola Bar
X	Hash Browns		Fresh Apple	1 cup	Mixed Vegetables**	1/2 cup	1 Bar
Monday - Day 2		3/4 cup	Fluid Skim Milk	1 WII			1 Dai
`	Fluid Skim Milk					l cup	
a)	Spread	1 ea	Royal Brownie	l svg		l oz	
Pu I					Sliced Peaches	1/2 cup	
10					##WG Dinner Roll	l roll	
2					Fluid Skim Milk	2 ea	
	A 1 *	1/2	JULY 1 C.C. 12 C		P. L. Cl.; I		
	Applesauce*	1/2 cup	##Nachos & Ground Beef	2 svg	Baked Chicken	3 oz	лл
	#Pancakes	3 ea	Pintos Beans***	I cup	Parslied Potatoes Carrots**	l cup	##
x 3	Hash Browns	3/4 cup	Salsa*	I/4 cup	Carrots**	1/2 cup	Graham Crackers
)a	Sliced Ham	3 oz	#Spanish Rice	1/2 cup	Cucumber & Tomato Salad*	1/2 cup	4 sq
, I	Fluid Skim Milk	l ea	Garden Salad*/**	l cup	##WG Bread	2 slice	
ξ.	Spread		Lite French Dressing		Fluid Skim Milk	l ea	
pg	Syrup	l oz	Fluid Skim Milk	l ea			
Tuesday - Day 3							
Ţ							
	Orange Juice*	2, 4 oz	Chicken Strips w/	6 strip	Salisbury Steak	2 svg	
4	#Grits	l cup	Lite Ranch Dip	l oz	w/ Brown Gravy	2 oz	
)a	#Waffles		Baked Potato* w/	1/2 pot	##Brown Rice Pilaf	1 cup	Fresh Banana
$\overline{}$	Turkey Sausage Patty		Melted LF Cheddar Cheese	2 T	Green Beans	1/2 cup	1 Whole
<u> </u>	Fluid Skim Milk	l ea	##WG Bread	1 slice	Fruit Salad*/**	1/2 cup	
da da	Syrup	l oz	Spinach Salad**	l cup	##WG Bread	1 slice	
S			Lite Italian Dressing	l oz	Fluid Skim Milk	l ea	
dp dr			Pear Halves	1/2 cup			
Wednesday - Day 4			Fluid Skim Milk	l ea			
>							
	F 10 *	, ,			T. I. Cl. 0	1.1/2	
	Fresh Orange*	I wh	Hamburger on	l ea		1,1/2 cup	
10	##WG Cold Cereal	I, I/2 cup	##Whole Wheat Bun	l ea	Garden Salad*/**	l cup	
<u>S</u>	Cheesy Egg Scramble	3/4 cup	Lettuce & Tomatoes*			l oz	##
Õ	##WG Toast	2 slice	Ketchup	l ea	#Fried Rice	l cup	Granola Bar
ay - Day 5	Fluid Skim Milk		Lite Mayo	l ea	Veggie Egg Roll	l ea	1 bar
	Spread	1 ea	Baked Beans***	1 cup	Broccoli*/**	1/2 cup	
SC			Coleslaw*	1/2 cup	Fresh Apple	l wh	
<u> </u>			Cantaloupe**		Fluid Skim Milk	l ea	
Thursd			Fluid Skim Milk	l ea			
	Cliend Decelor	1/2	Doget Poof for	2 -	Paled Cainn Chicker	3	
	Sliced Peaches	1/2 cup	Roast Beef &	3 oz	Baked Cajun Chicken Sweet Potatoes**	2 svg	
	#Cream of Wheat	1 cup	LF Cheddar Cheese on			1/2 cup	.11.11
9	Scrambled Eggs	1/2 cup	##WG Bread		Ranch Style Beans***	1/2 cup	##
ay	Bacon	2 strips	Mustard/Lite Mayo			l cup	Graham Crackers
D	##WG Toast		Lettuce & Tomatoes*	2 lf, 4 slc	Lite French Dressing	l oz	4 sq
×	Fluid Skim Milk	l ea	Dill Pickle Chips	l/4 cup	Fresh Orange*	l wh	
(g)	Sugar Packet	l ea	Bean Soup***		##WG Dinner Roll	l roll	
Friday - Day 6	Spread	l ea	#Saltine Crackers	l pk	Fluid Skim Milk	2 ea	
1			Potato salad	1/2 cup	Chocolate Cake w/	l svg	
			Mandarin Oranges*	1/2 cup	Chocolate Glaze	l T	
			Fluid Skim Milk	l ea			
	Orange Juice*	2, 4oz	##Pizzaburger on a Roll		Turkey a la King	1,1/2 cup	
	##WG Cold Cereal	3/4 cup	Minestrone Soup***/**/*	l cup	#Steamed Rice	l cup	
, x	#Breakfast Burrito w/ Salsa		Garden Salad*/**	l cup	Orange Glazed Carrots**	1/2 cup	Fresh Apple
\Box	Fluid Skim Milk	2 ea	Lite Italian Dressing		Pineapple Chunks*	1/2 cup	l whole
7			Pear Halves	1/2 cup	##WG Bread	1 slice	
ay			Fluid Skim Milk	l ea	Fluid Skim Milk	l ea	
귤ㅣ							
Saturday - Day 7							
Sa							
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain

		L	os Angeles County Prob		epartment		522
Cycle 5	- Barry J. Nidorf Juvenile Hall	FROM:		TO:			Cartallon 2
	BREAKFAST		LUNCH		DINNER		SNACK
DAY / DATE	Item Apricot Halves**	Svg	Item ##Grilled Chicken Wrap*	Svg	Item	Svg	Item
	##Cinnamon Oatmeal	1/2 cup	Baked Potato*	l ea	Ground Beef &	1, 1/2 cup	
_	Scrambled Eggs	3/4 cup	Coleslaw*	1/2 avn	#Spanish Rice ##WG Tortillas	1.00	##
y]	Hash Browns	1/2 cup	Fresh Apple	1/ 2 cup	Pear Halves	1 ea	Muffin Square
Sunday - Day 1	##WG Toast	3/4 cup	Fluid Skim Milk	1 Wn	Zucchini Squash*	1/2 cup 1/2 cup	
7	Fluid Skim Milk				Fluid Skim Milk	1/2 cup 2 ea	l sq
ay			Spread	l ea	FIUIG SKIM MIIK	2 ea	
pu	Jelly	l ea					
Su							
	Fresh Orange*	1 wh	##Chicken Parmesan Sand	2 ea	Country Fried Steak	2 svg	
	##WG Cold Cereal	3/4 cup	Green Salad**		Au Gratin Potatoes	3/4 cup	
7	Turkey Sausage Patty	l ea	Lite Italian Dressing		Herbed Broccoli/Cauliflower*	1/2 cup	Fresh Banana
ay	##WG Bagel	l ea	Fresh Grapes*	1/2 cup		l cup	1 whole
ή	Fluid Skim Milk	l ea	Fluid Skim Milk	l ea	Melon Mix**/*		
<u> </u>	LF Cream Cheese	l oz			##WG Dinner Roll	l roll	
da da	Jelly	l ea			Fluid Skim Milk	2 ea	
Monday - Day 2							
Σ							
	Orange Juice*	2, 4oz	##Beef Burrito***	2 ea	#Turkey Pot Pie**	1, 1/2 cup	
	#Cream of Wheat	l cup	Pinto Beans***	1/2 cup	Garden Salad*/**	1 cup	
33	#French Toast	3 slice	Cucumber/Tomato Salad*		Lite French Dressing	l oz	Fresh Orange*
) a	Bacon		Fresh Apple		Sliced Peaches	1/2 cup	1 whole
Tuesday - Day 3	Fluid Skim Milk		Fluid Skim Milk	l ea	##Cornbread	l svg	
ay	Syrup	l oz			Fluid Skim Milk	2 ea	
ps	Spread	l ea					
ne	Sugar Packet	l ea					
⊢							
	E	1	Chi-land Stire Error / Common **	1.1/2	#C	11/2	
_	Fresh Banana	1 Wn	Chicken Stir-Fry w/ Carrots**	1,1/2cup	#Spaghetti & Meat Sauce #Soft Bread Stick	1,1/2cup	##
, X	##WG Cold Cereal	1, 1/2 cup	#Steamed Rice Garden Salad*/**	l cup	Green Salad**	l ea	Granola Bar
Da	Sliced Ham			1 cup	Lite Italian Dressing	l cup	
7	##WG Toast		Lite Italian Dressing			1 oz 1/2 cup	1 Bar
ay	Hash Browns	3/4 cup	Fresh Orange* ##WG Bread		Fruit Cocktail Fluid Skim Milk	1/2 cup l ea	
g	Fluid Skim Milk	2 ea	Fluid Skim Milk	l ea	Vanilla Ice Cream	1/2 cup	
ne l			Fluid Skilli Willk	1 ea	vannia ice Creani	1/ 2 cup	
Wednesday - Day 4							
≥							
	Applesauce*	1/2 cup	Turkey Hot Dog on	2 ea	Pork Rib Patty w/	2 ea	
	##Cinnamon Oatmeal	1 cup	##WG Hot Dog Bun	2 ea	BBQ Sauce	l oz	
2	Turkey Sausage Links	2 links	Baked Beans***	l cup	##Brown Rice Pilaf	l cup	Fresh Banana
day - Day 5	#Muffin Squares		Coleslaw*	1/2 cup	Steamed Spinach**	1/2 cup	1 whole
7	Fluid Skim Milk	2 ea	Baked Potato*	1/2 pot	Pineapple Chunks*	1/2 cup	
ay	Spread		Pear Halves	1/2 cup	##WG Dinner Roll	l ea	
ps	_		Fluid Skim Milk	l ea	Fluid Skim Milk	l ea	
E			Catsup	l ea			
Thurs			Mustard	l ea			
			Spread	l ea			
\rightarrow	Clicad December	1/2	Chielron Calad ar-	1/2	Cround Boof Street	1.1/2	
	Sliced Peaches ##WG Cold Cereal	1/2 cup	Chicken Salad on ##WG Bread		Ground Beef Stroganoff w/	1,1/2 cup	
		3/4 cup	##WG Bread Bean Soup***	2 SIICE	#Egg Noodles #Biscuit	l cup	Erech A1-
9,	#Pancakes Scrambled Eggs			1 cup	#Biscuit Garden Salad*/**	l ea	Fresh Apple 1 whole
Friday - Day 6	Fluid Skim Milk	1/2 cup	#Saltine Crackers Spinach Salad**	1 pk	Pear Halves	1 cup 1/2 cup	1 whole
<u>,</u>		2 ea	Spinach Salad** Lite French Dressing				
\$	Syrup	1 02	Fresh Orange*		Lite Italian Dressing	l ea l oz	
걸			Fresh Orange* Fluid Skim Milk	l wn	Lite Italian Dressing	1 02	
ഥ			1 Idid Skilli Willk	1 68			
	Mandarin Oranges*		##Beef Tacos w/	2 ea	Roasted Turkey w/	3 oz	
	#Grits	3/4 cup	Lettuce/Tomato/Cheese*		Turkey Gravy	1/4 cup	
2 ×	#Banana Bread Squares	2 ea	Refried Beans***	l cup	Baked Sweet Potato**	1 wh	##
(a)	Cheesy Egg Scramble	3/4 cup	#Spanish Rice	1 cup	#Macaroni & Cheese	1/2 cup	Graham Crackers
_	Fluid Skim Milk	l ea	#Spanish Rice Salsa*	1/4 cup	Broccoli*/**	1/2 cup	4 sq
Λ.			Baby Carrots** w/	1/2 cup	##WG Bread	1 slice	•
zy ~			Creamy Veggie Dip	l oz	Fluid Skim Milk	2 ea	
rday -							
turday -			Fresh Apple	l wh			
Saturday - Day 7			Fresh Apple Fluid Skim Milk	l wh l ea			
Saturday							
Saturday							

			Los Angeles County Proba	ation De	nartment	(a)				
NSL	P Cycle 1 (Grade 9-12)	FROM:	Los rangeles County 11000	TO:	parement		NSLP Breakfast			
	BREAKFAST		NSLP LUNCH		DINNER		<u>SNACK</u>			
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	_	LY TOTA	ALS
	AM Supplement ##Breakfast Burrito	l ea	##WG Chicken Sandwich Lettuce and Tomatoes	1/2 c 2 sl	#Chicken Tetrazzini Garlic Broccoli*	2 svg 1 cup		Kcal Fat	2804 26.96	%
_	w/ Salsa		Ranchero Beans***		Green Salad**	l cup	Fresh Orange*	Sat Fat	7.60	%
Sunday - Day I	Turkey Sausage Links		Garden Salad**		LF French Dressing	2 pkt	l ea	Pro	5	SVG
7	Orange Juice*		LF Italian Dressing		##WG Bread	1 slice		Dairy	4	SVG
day	Fluid Skim Milk, Unflavored	l ea	Lite Mayo		Spread	l ea		V/F	15.75	SVG
m	NSLP Breakfast Apricot Halves**	1	Pear Diced Fresh Grapes	1/2 cup 1 cup	Fluid Skim Milk, Unflavored	l ea		G/WG Vit A	7.5/6.5	SVG SVG
3,	##WG Corn Flake		Fluid Skim Milk, Unflavored	l ea				Vit A Vit C	2	SVG
	Fluid Skim Milk, Unflavored	l ea	Tidd Skiii Walk, Ciliavorca	1 64				Fiber	44	Gm
	AM Supplement		Sloppy Joe Sandwich on	l ea		3 oz		Kcal	2927	
7	##Cinnamon Oatmeal	1 cup			##Bread Stuffing	l svg	""	Fat	25.27	%
Monday - Day 2	Bacon Hash Browns		Lettuce & Tomato Salad Lite Ranch Dressing	1 cup	Mashed Potatoes w/ Turkey Gravy	1/2 cup	## WG NutriGrain Bar	Sat Fat	8.68	% SVG
Á	Fluid 1% Milk, Unflavored		Whole Kernel Corn	1/2 cup		1/4 cup 1 cup	NutriGrain Bar l ea	Pro Dairy	4	SVG
lay	NSLP Breakfast	1 Ca	Spread		Canned Peaches	1/2 cup	1 ca	V/F	11.5	SVG
onc	Fresh Honeydew*	1 cup	Fresh Apple		##Dinner Roll	2 ea		G/WG	10.25/10.	.25 SVG
Σ	##Blueberry Muffin Square	2 ea	Fluid 1% Milk, Unflavored	l ea		l ea		Vit A	1	SVG
	Fluid 1% Milk, Unflavored	l ea			Spread	l ea		Vit C	1	SVG
_	AM Supplement	+	Sweet n Sour Pork	Lerm	#Spaghetti w/ Meatsauce	l cup		Fiber Kcal	47 2793	Gm
	#Pancakes	2 ea	##Brown Rice	1 cup	& Parmesan Cheese	1 tbsp		Fat	21.71	%
у 3	Spiced Apple Topping		Green Beans		##Dinner Roll	2 ea	Fresh Banana	Sat Fat	6.34	%
Tuesday - Day 3	Scrambled Eggs	1/2 cup	Green Salad**	1 cup	Garden Salad**	1 cup	l ea	Pro	3	SVG
χ.	LF Yogurt		LF French Dressing		LF Italian Dressing	2 pkt		Dairy	5	SVG
sda	Fluid Skim Milk, Unflavored	l ea	Fresh Cantaloupe*/**		Fruit Cocktail	1/2 cup		V/F	12.5	SVG
ne	NSLP Breakfast Pear Diced	1	Fluid Skim Milk, Unflavored	I ea	Fluid Skim Milk, Unflavored	l ea		G/WG Vit A	9/6	SVG SVG
Н	##WG Mini-Wheats Cereal	1 cup 2 box						Vit C	1	SVG
	Fluid Skim Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement		Hot Roast Beef &	2 oz	##Chicken Enchilada Pie	l svg		Kcal	2828	
4 ×	#Grits	l cup	American Cheese on		Garden Salad**	1 cup		Fat	28.26	%
Da	Turkey Sausage Links	2 ea			LF French Dressing	2 pkt	Fresh Pear	Sat Fat	9.38	%
×	O'Brien Potatoes Fluid 1% Milk, Unflavored		Mustard		Fresh Orange* Mexicali Corn	l ea	l ea	Pro Dairy	3	SVG
sda	NSLP Breakfast	1 ea	Lite Mayo Lettuce and Tomatoes		##WG Bread	1/2 cup 2 slice		V/F	5 14.75	SVG
ne	Pineapple Chunks*	1 cup	Coleslaw		Apricot Halves**	1 cup		G/WG	9/7	SVG
Wednesday - Day 4	##WG Corn Flake		Potato Salad		Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG
>	Fluid 1% Milk, Unflavored	l ea	Fresh Apple	l ea				Vit C	2	SVG
	42.60		Fluid 1% Milk, Unflavored	l ea	nno ol (l			Fiber	39	Gm
	AM Supplement #Quiche	2	##WG Beef Burrito Whole Kernel Corn	1/2 cup	BBQ Chicken Parslied Potatoes	6 oz 1 cup	## WG	Kcal Fat	2924 21.63	%
y 5	##WG Bread		Green Salad**		Vegetarian Baked Beans***	1/2 cup	Graham Crackers	Sat Fat	7.87	%
Day	LF Yogurt		LF French Dressing	2 pkt	Sauteed Spinach**	1/2 cup	3, 2.5" sq	Pro	3.75	SVG
`	Fluid Skim Milk, Unflavored		Salsa	1/4 cup	Garden Salad**	l cup	,	Dairy	5.5	SVG
sda	Jelly	l ea	Fresh Watermelon		LF Italian Dressing	2 pkt		V/F	14.25	SVG
Thursday - Day	NSLP Breakfast		Fluid Skim Milk, Unflavored	l ea		1/2 cup		G/WG	6.5/6.5	
F	Mandarin Oranges* ##WG Mini-Wheats Cereal	1 cup 2 box			Fluid Skim Milk, Unflavored	l ea		Vit A Vit C	3	SVG SVG
	Fluid Skim Milk, Unflavored	2 box 1 ea						Vit C Fiber	45	Gm
	AM Supplement	1.00	##WG Grilled Cheese Sandwich	l ea	Jambalaya with Chicken	1,1/2 cup		Kcal	2862	
	#Cream of Wheat	1 cup	Tomato Bisque Soup	l cup	##Cornbread	2 ea		Fat	24.31	%
y 6	Turkey Breakfast Patty	2 ea	Garden Salad**	1 cup	Apricot Halves**	1 cup		Sat Fat	8.70	%
Da	Canned Peaches Fluid 1% Milk, Unflavored		LF Italian Dressing Crunchy Baby Carrots**		Green Salad**	l cup	l ea	Pro	5	SVG SVG
, ×	NSLP Breakfast	1 ea	Lite Ranch Dip		LF French Dressing Fluid 1% Milk, Unflavored	2 pkt 1 ea		Dairy V/F	14.25	SVG
Friday - Day 6	Fresh Banana	2 ea	Fresh Honeydew*	l cup	1 1010 1 /0 IVIIIR, UIIIIAVOICU	1 ca		G/WG	9/7	SVG
ഥ	##WG Corn Flake		Fluid 1% Milk, Unflavored	l ea				Vit A	4	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	1	SVG
	A34 C1		IIl		Chieles Crin E	11/2	1	Fiber	37	Gm
	AM Supplement Cheesy Egg Scramble	1/2 cup	Hamburger on ##WG Bun w/	l ea l ea	Chicken Stir-Fry w/ Carrots & Broccoli*/**	1,1/2 cup	## WG	Kcal Fat	2921 23.98	%
y 7	Salsa		Lettuce and Tomatoes		#Steamed Rice	1 cup	Graham Crackers	Sat Fat	7.95	%
Saturday - Day 7	##Corn Tortilla		Vegetarian Baked Beans***		Fresh Apple	l ea	3, 2.5" sq	Pro	4.5	SVG
×	Applesauce	1/2 cup	Garden Salad **	1 cup	##WG Bread	2 slice	,1	Dairy	4.5	SVG
rda	Fluid Skim Milk, Unflavored	l ea	LF French Dressing		Fluid Skim Milk, Unflavored	l ea		V/F	13	SVG
Et	NSLP Breakfast		Pear diced	l cup				G/WG	10/8	SVG
Š	Fresh Grapes ##WG Banana Bread	1 cup	Ketchup Mustard	l pkt l pkt				Vit A Vit C	2	SVG SVG
	IFIF VVG Dallalla DI'Cau	2 ea								
	Fluid Skim Milk, Unflavored	Lea	Fluid 1% Milk, Chocolate	l ea		l l		Fiber	43	Gm

				CLE						
NSI	P Cycle 2 (Grade 9-12)	FROM:	Los Angeles County Proba	tion De	partment		NSLP Breakfast			
1101	BREAKFAST	I KOIVI.	NSLP LUNCH	10.	DINNER	_(()	SNACK	-	+	-
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	LY TOTAI	J.S
DAI/ DAIE	AM Supplement	Svg	##Chicken Tacos w/	2 ea		2 svg		Kcal	2857	
	##Cinnamon Oatmeal	l cup	Lettuce/Tomato/Cheese	2 04	Parslied Potatoes	l cup		Fat	21.72	%
7	Turkey Sausage Links		Ranchero Beans***	1/2 cup		1 cup		Sat Fat	7.37	%
Sunday - Day I	Hash Browns		##WG Spanish Rice		Green Salad**	l cup		Pro	4.5	SVG
ή.	Fluid 1% Milk, Unflavored		Whole Kernel Corn		LF Italian Dressing	2 pkt		Dairy	4.25	SVG
ay	NSLP Breakfast	Tea	Mandarin Oranges*			2 slice		V/F	15	SVG
Pu	Canned Peaches	Leun	Fluid 1% Milk, Unflavored	l cup		1/2 cup		G/WG	8.5/8.5	SVG
Su	##Granola Bar	2 ea	raid 1/6 ivink, Cimavored	reup	Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG
	Fluid 1% Milk, Unflavored	l ea			Spread	l ea		Vit C	1	SVG
	1 Idid 1 /0 Ivilik, Olinavored	1 Ca			Spread	100		Fiber	51	Gm
	AM Supplement		##Pizzaburger on Roll	l ea	##Meat Loaf w/	2 ea		Kcal	2880	
	Orange Juice*	8.07	Minestrone Soup***	l cup		1/4 cup		Fat	23.73	%
7	Scrambled Eggs		Garden Salad**		#Steamed Rice	1/2 cup	Fresh Orange*	Sat Fat	7.2	%
)ay	#Pancakes		LF French Dressing		Mixed Vegetables**	l cup		Pro	4.125	SVG
ή.	Syrup		Pineapple Chunks*	l cup		l cup		Dairy	4	SVG
ay	Fluid Skim Milk, Unflavored		Fluid Skim Milk, Unflavored		LF Italian Dressing	2 pkt		V/F	14.25	SVG
pu		1 ea	Fluid Skilli Milk, Ulliavored	1 ea				G/WG		SVG
Monday - Day 2	NSLP Breakfast Apricot Halves**				Brownie	l ea		G/WG Vit A	7.5/4.5 4	SVG
4	##WG Corn Flake	1 cup 2 box			Fluid Skim Milk, Unflavored	l ea		Vit A Vit C	3	SVG
						-		Vit C Fiber		
_	Fluid Skim Milk, Unflavored	l ea	Poof Hot Dog on		Palead Caine Chi-l			Fiber	41 2773	Gm
	AM Supplement	-	Beef Hot Dog on	l ea		2 svg		Kcal Fat	25,60	0/
3	Turkey Sausage Links	2 ea		1/2	##Brown Rice Pilaf	1/2 cup				%
ay	##WG Bread		Coleslaw	1/2 cup		1 cup		Sat Fat	7.94	%
Tuesday - Day 3	Canned Peaches		Potato Salad		LF French Dressing	2 pkt		Pro	4.75	SVG
· kr	Fluid 1% Milk, Unflavored		Fresh Watermelon		Mandarin Oranges*	l cup	3, 2.5" sq	Dairy	4	SVG
gds	Jelly	l ea	Ketchup		Vegetarian Baked Beans***	1 cup		V/F	12.75	SVG
35	NSLP Breakfast		Mustard		Fluid 1% Milk, Unflavored	l ea		G/WG	8/8	SVG
Ĕ .	Fresh Banana		Fluid 1% Milk, Unflavored	l ea				Vit A	1	SVG
	##WG Mini-Wheats Cereal	2 box						Vit C	1	SVG
	Fluid 1% Milk, Unflavored	l ea						Fiber	47	Gm
	AM Supplement		Roast Beef w/		##Nachos w/ Ground Turkey	l svg		Kcal	2890	
Wednesday - Day 4	#Cream of Wheat		Brown Gravy		Pinto Beans***	1/2 cup		Fat	22.94	%
Da,	Cheesy Egg Scramble		Scalloped Potatoes	1/2 cup	##WG Spanish Rice	1/2 cup	Fresh Pear	Sat Fat	8.61	%
7	Applesauce		Spinach Salad**	l cup	Salsa	1/4 cup	l ea	Pro	3.25	SVG
lay	##WG Bread	1 slice	Lite Ranch Dressing	2 pkt	Green Salad**	1 cup		Dairy	5	SVG
ာ့	Fluid Skim Milk, Unflavored	l ea	##WG Bread	2 slice	LF Italian Dressing	2 pkt		V/F	11.75	SVG
He l	NSLP Breakfast		Fresh Apple	l ea	Fresh Orange*	l ea		G/WG	8.5/6.5	SVG
)e	Fresh Grapes	1 cup	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG
>	##WG Corn Flake	2 box	·					Vit C	1	SVG
	Fluid Skim Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement	ĺ	Hamburger on	l ea	#Chili Mac w/ Ground Beef	1, 1/2 cup		Kcal	2834	
	Turkey Breakfast Patty	l ea	##WG Bun		Sauteed Spinach**	1/2 cup		Fat	34.88	%
Ŋ	Scrambled Eggs	1/2 cup	Ketchup	l pkt	Fruit Cocktail	1/2 cup	Fresh Banana	Sat Fat	11.52	%
)ay	Hash Browns	1/2 cup	Mustard	l pkt	##WG Bread	1 slice		Pro	4	SVG
ή,	Fluid 1% Milk, Unflavored		Lite Mayo		Fluid 1% Milk, Unflavored	l ea		Dairy	4	SVG
ay	NSLP Breakfast		Lettuce and Tomatoes	1/2 c,2 sl				V/F	13	SVG
Thursday - Day 5	Pineapple Chunks*	1 cup	Potato Salad	2/3 cup				G/WG	7/5	SVG
Ħ	##WG Muffin Squares		Whole Kernel Corn	1/2 cup				Vit A	1	SVG
È	Fluid 1% Milk, Unflavored		Applesauce	1/2 cup				Vit C	2	SVG
			Fresh Orange*	l ea				Fiber	32	Gm
			Fluid 1% Milk, Unflavored	l ea					1	
	AM Supplement		##Chicken & Chz Quesadilla		Pork Chop Suey	1, 1/2 cup		Kcal	2856	\Box
	Breakfast Sandwich on	l ea	Lite Sour Cream	-	##Brown Rice	l cup		Fat	22.01	%
9	##WG Bread	1.00	Vegetable Soup		Steamed Carrots**	l cup		Sat Fat	7.76	%
Friday - Day 6	##Cinnamon Oatmeal	Lem	Garden Salad**		Garlie Broccoli*	l cup		Pro	3.5	SVG
Ä	LF Yogurt		LF French Dressing		Pineapple Chunks*	l cup		Dairy	5.25	SVG
, ×	Fluid Skim Milk, Unflavored		Fresh Honeydew*			l ea		V/F	15.25	SVG
lda	NSLP Breakfast	1 ca	Fluid Skim Milk, Unflavored	l ea	Tida okini ivink, Olinavored	1 (4		G/WG	9.5/9.5	SVG
H	Pear Diced	1 cup	1 1013 OKIII ITAIK, UIIIAVOICU	ı ca				Vit A	2	SVG
	##WG Mini-Wheats Cereal	2 box			1	_		Vit C	3	SVG
	Fluid Skim Milk, Unflavored	l ea						Fiber	51	Gm
-	AM Supplement	1 ea	##WG Turkey Sandwich	1 ~~	Baked Chicken Scandia	2 svg		Kcal	2852	Oill
	#Waffles	2	Vegetarian Baked Beans***		#Steamed Rice			Fat	19.25	%
7	*Wattles Spiced Apple Topping				Parslied Potatoes	l cup	##WG	Sat Fat		%
Saturday - Day 7			Tangy Cucumber and Onion Salad			l cup			5.79	-
i,	Turkey Sausage Links		Fresh Orange*		Green Salad**	l cup		Pro	3.75	SVG
ay	Fluid 1% Milk, Unflavored	l ea	Mustard		LF Italian Dressing	2 pkt		Dairy	4	SVG
rd.	NSLP Breakfast		Lite Mayo		Apricot Halves**	1 cup		V/F	13.25	SVG
耳	Fresh Apple		Fruit Cocktail		##Dinner Roll	l ea		G/WG	10.75/5.75	
Sa	##WG Corn Flake		Fluid 1% Milk, Chocolate	l ea	Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	1	SVG
	rate 1/6 many commercial									
	*Vitamin C		***Legume		#Bread/Grain		## (WG) Whole Grain	Fiber	40	Gm

Sunday - Day 1	P Cycle 3 (Grade 9-12) BREAKFAST Item AM Supplement	FROM:	Los Angeles County Proba	TO:			NSLP Breakfast			-
DAY / DATE	BREAKFAST Item AM Supplement		NSLPTUNCH	TO:] ([\				
	Item AM Supplement	Corre	NSLPTUNCH							
	AM Supplement	Conn			DINNER		<u>SNACK</u>			
nday - Day 1		Svg	Item	Svg	Item	Svg	Item		LY TOTAI	ĹS
nday - Day 1			Beef Hot Dog on	l ea	#Spaghetti w/ Meatsauce	l cup		Kcal	2807	
nday - Day	Turkey Sausage Links Scrambled Eggs	2 ea	## WG Bun Ketchup	1 1-6	& Parmesan Cheese ##Dinner Roll	1 tbsp 2 ea	##WG	Fat Sat Fat	30.47 10.15	%
nday - D	##WG Bread		Mustard		Garlic Broccoli*	l cup	NutriGrain Bar	Pro Pro	4	SVG
nday	Jelly		Potato Salad		Green Salad**	l cup	l ea	Dairy	4.5	SVG
덜	Fluid Skim Milk, Unflavored		Coleslaw		LF Italian Dressing	2 pkt	1 ca	V/F	12	SVG
	NSLP Breakfast		Fresh Cantaloupe*/**		Canned Peaches	1/2 cup		G/WG	9.75/8.75	SVG
Su	Fresh Banana	2 ea	Fluid Skim Milk, Unflavored	l ea		l ea		Vit A	2	SVG
	##WG Mini-Wheats Cereal	2 box	,		Ice Cream Variety	l ea		Vit C	2	SVG
	Fluid Skim Milk, Unflavored	l ea			·			Fiber	45	Gm
	AM Supplement		##WG Chicken Sandwich	1 sand		3 ea		Keal	2753	
7	O'Brien Potatoes		Lettuce and Tomatoes	1/2 c,2 sl		2 oz		Fat	27.22	%
Monday - Day 2	Turkey Breakfast Patty		Lite Mayo	l pkt		1/2 cup	Fresh Apple	Sat Fat	7.18	%
Ď.	##WG Bread		Mustard		Herbed Broccoli/Cauliflower*/**	1/2 cup	l ea	Pro	3.25	SVG
ry .	Jelly		Spinach Salad**		Garden Salad**	l cup		Dairy	4	SVG
ode.	Fluid 1% Milk, Unflavored		Lite Ranch Dressing	2 pkt	LF French Dressing	2 pkt		V/F	15.25	SVG
101	NSLP Breakfast		Green Beans	1/2 cup	Fluid 1% Milk, Unflavored	l ea		G/WG	8.5/7	SVG
2	Fresh Honeydew* ##WG Mini-Wheats Cereal		Vegetarian Baked Beans***	1/2 cup	#Cherry Crisp	l svg		Vit A Vit C	2	SVG
	Fluid 1% Milk, Unflavored		Fresh Grapes Fluid 1% Milk, Unflavored	l cup l ea				Vit C Fiber	48	Gm
\rightarrow	AM Supplement	1 ea	##WG Turkey Sandwich	l ea	Pork Chops	3 oz		Kcal	2934	Gm
	Orange Juice*		Ranchero Beans***	1/2 cup		1/2 cup		Fat	21.93	%
5,	#Cream of Wheat		Garden Salad**		Green Beans	1/2 cup	Fresh Orange*	Sat Fat	6.98	%
Tuesday - Day 3	Turkey Sausage Links		LF Italian Dressing		Applesauce	1/2 cup	l ea	Pro	3	SVG
Ţ	Fluid Skim Milk, Unflavored		Fresh Pear	l ea	##Dinner Roll	l ea	rea	Dairy	4	SVG
lay	NSLP Breakfast	Tex	Lite Mayo		Spread	l ea		V/F	12.75	SVG
psa	Fresh Watermelon	1 cup	Mustard	1 pkt	Fluid Skim Milk, Unflavored	l ea		G/WG	8/5	SVG
ň	##Peach Muffin Square		Fruit Cocktail		#Spice Cake	1 svg		Vit A	2	SVG
`	Fluid Skim Milk, Unflavored		Fluid Skim Milk, Unflavored	l ea	· ·			Vit C	2	SVG
	,		,					Fiber	37	Gm
	AM Supplement		BBQ Beef on	l ea	Chicken Fajitas w/	2 svg		Kcal	2878	
4	#Quiche	l svg	##WG Bun		##Corn Tortillas			Fat	23.27	%
ģ	##WG Bread	1 slice	Vegetarian Baked Beans***	l cup	Salsa	1/4 cup	##WG	Sat Fat	7.27	%
ñ	Hash Browns	1/2 cup	Garlic Broccoli*	1 cup	Lite Sour Cream	l oz	Graham Crackers	Pro	4.25	SVG
Wednesday - Day 4	LF Yogurt		Mandarin Oranges*	l cup	##WG Spanish Rice	1/2 cup	3, 2.5" sq	Dairy	5	SVG
sda	Jelly		Fluid 1% Milk, Unflavored	l ea		l cup		V/F	11	SVG
nes	Fluid 1% Milk, Unflavored	l ea			LF French Dressing	2 pkt		G/WG	8.5/8.5	SVG
p _e	NSLP Breakfast				Canned Peaches	1/2 cup		Vit A	1	SVG
}	Fresh Apple	l ea			Fluid 1% Milk, Unflavored	l ea		Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	43	Gm
	Fluid 1% Milk, Unflavored	l ea	JULIANO CLA I D. C.		C . F. 10. 1	_				-
	AM Supplement		## WG Chicken Burrito		Country Fried Steak	2 svg		Kcal	2882	-
ī,	#Grits		##Steamed Brown Rice		w/ Brown Gravy	2 oz	##WG	Fat Sat Fat	24.17 8.71	%
)ay	Scrambled Eggs Applesauce*		Garden Salad** LF Italian Dressing		Parslied Potatoes Whole Kernel Corn	l cup	## WG NutriGrain Bar	Pro Pro	4	SVG
1,	Fluid Skim Milk, Unflavored		Apricot Halves**		##WG Bread	1/2 cup 2 slice	l ea	Dairy	4.5	SVG
lay	NSLP Breakfast	1 Ca	Fluid Skim Milk, Unflavored	l ea		l ea	1 ca	V/F	14.5	SVG
ISC	Fresh Grapes	1 cup	Fluid Skiiii Wilik, Olillavored	1 Ca	Pear Diced	l cup		G/WG	9.25/7.25	SVG
Thursday - Day	##WG Mini-Wheats Cereal	2 box			Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG
Г	Fluid Skim Milk, Unflavored	l ea				1 ca		Vit C	2	SVG
					_			Fiber	46	Gm
	AM Supplement		#Lasagna w/ Ground Beef	l svg	Pork Rib Patty w/	l ea		Kcal	2904	
	#Pancakes		##WG Garlic Bread	2 slice	BBQ Sauce	l oz		Fat	25.9	%
9 /	Turkey Breakfast Patty	2 ea	Green Salad**	1 cup	##Dinner Roll	2 ea	##WG	Sat Fat	8.35	%
Friday - Day	Fluid 1% Milk, Unflavored	l ea	LF French Dressing		Ranchero Beans***	1/2 cup	Graham Crackers	Pro	2.75	SVG
1.	Syrup	l ea	Garlic Broccoli*		Sauteed Spinach**	1/2 cup	3, 2.5" sq	Dairy	4.5	SVG
lay	NSLP Breakfast		Fresh Honeydew*		Fruit Cocktail	l cup		V/F	12	SVG
ric	Mandarin Oranges*		Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea		G/WG	10.75/7	SVG
н	##WG Corn Flake	2 box	1					Vit A	2	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	3	SVG
	AM Cumulam and		Hanay Laman China	1	##AMC Down one of Di-	3.		Fiber	38	Gm
	AM Supplement Cheesy Egg Scramble	1/2	Honey Lemon Chicken Scalloped Potatoes		##WG Pepperoni Pizza Garden Salad**	2 ea		Kcal Fat	2870 25.13	%
y 7	Salsa		Steamed carrots**		LF Italian Dressing	l cup 2 pkt	Fresh Banana	Sat Fat	10.21	%
Da,	Turkey Sausage Links		Canned Peaches		Minestrone Soup***	2 pkt 1 cup	l ea	Pro	2.875	SVG
[]	Fluid Skim Milk, Unflavored		##WG Bread	2 slice		l pk	1 ca	Dairy	5.5	SVG
lay	NSLP Breakfast	1 ca	Fresh Orange*		Pineapple Chunks	1/2 cup		V/F	12.5	SVG
nrc	Apricot Halves**	Lem	Fluid 1% Milk, Chocolate		Fluid Skim Milk, Unflavored	l ea		G/WG	6.33/6	SVG
Saturday - Day 7	##WG Banana Bread	2 ea	,	1.00		1.00		Vit A	3	SVG
	Fluid Skim Milk, Unflavored	l ea						Vit C	1	SVG
	·							Fiber	42	Gm
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain			=

			Ci	CLE	4					
			Los Angeles County Proba	tion De	partment					
NSL	P Cycle 4 (Grade 9-12)	FROM:		TO:			NSLP Breakfast	ı		
	BREAKFAST	-	NSLP LUNCH		DINNER		<u>SNACK</u>		_	_
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	ILY TOTA	ALS
	AM Supplement		##WG Turkey Sandwich		#Chicken Tomato Bake	2 svg		Kcal	2894	
_	Breakfast Sandwich on	l ea	Ranchero Beans***		Garlic Broccoli*	l cup	- 1 (1	Fat	24.57	%
Sunday - Day 1	##WG Bread		Potato Salad		Green Salad**	1 cup	Fresh Apple	Sat Fat	7.67	%
Ŏ,	LF Yogurt Fluid 1% Milk, Unflavored		Mustard Lite Mayo	1 pkt	LF Italian Dressing ##WG Bread	2 pkt	l ea	Pro Dairy	2.5 4.75	SVG
ry ,	NSLP Breakfast	l ea	Pear Diced		Fluid 1% Milk, Unflavored	l slice l ea		V/F	12.75	SVG
ndå	Fresh Grapes	l cup			#Pineapple Upside-down Cake	l svg		G/WG	10/7	SVG
Su	##Peach Muffin Square		Fluid 1% Milk, Unflavored	l ea	771 meappie opside down care	13,8		Vit A	1	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	2	SVG
	· · · · · · · · · · · · · · · · · · ·							Fiber	43	Gm
	AM Supplement		Teriyaki Chicken Bowl w/	l svg	Roast Beef w/	3 oz		Kcal	2879	
7	##Cinnamon Oatmeal	1 cup	Broccoli/Carrots/Cabbage*/**		Brown Gravy	1/4 cup		Fat	18.59	%
ау	Hash Browns	1/2 cup	& ##Brown Rice		Mashed Potatoes	1/2 cup	##WG	Sat Fat	4.65	%
Ú	Turkey Sausage Links Fluid Skim Milk, Unflavored	2 ea 1 ea			Mixed Vegetables** Green Salad**	1 cup		Pro Dairy	4	SVG
Monday - Day 2	NSLP Breakfast	1 ea	Fluid Skim Milk, Unflavored	1 ea	LF Italian Dressing	l cup 2 pkt	3, 2.5" sq	V/F	15	SVG
pu	Pineapple Chunks*	1 cup			Canned Peaches	1 cup		G/WG	9/9	SVG
Mo	##WG Mini-Wheats Cereal	2 box			Fresh Banana	l ea		Vit A	3	SVG
	Fluid Skim Milk, Unflavored	l ea			##Dinner Roll	2 ea		Vit C	3	SVG
					Fluid Skim Milk, Unflavored	l ea		Fiber	50	Gm
	AM Supplement		Baked Chicken		##Nachos w/ Ground Turkey	l svg		Kcal	2807	
~	#Pancakes		Parslied Potatoes		Pinto Beans***	1/2 cup	_	Fat	24.1	%
ay	O'Brien Potatoes		Tangy Cucumber & Tomato Salad		##WG Spanish Rice	1/2 cup	Fresh Orange*	Sat Fat	8.28	%
Ú,	Sliced Ham		##WG Bread		Steamed Carrots**	l cup	l ea	Pro	3.5	SVG
xy.	Syrup Fluid 1% Milk, Unflavored		Apricot Halves**		Garden Salad**	1 cup		Dairy V/F	4.75	SVG SVG
Tuesday - Day 3	NSLP Breakfast	l ea	Fluid 1% Milk, Unflavored	1 ea	LF French Dressing Ice Cream Variety	2 pkt 1 ea		G/WG	13.5 8.5/5.5	
n.	Mandarin Oranges*	1 cup			Fluid 1% Milk, Unflavored	l ea		Vit A	3	SVG
Г	##WG Corn Flake	2 box			1 luid 170 lville, Ollilavoled	1 Ca		Vit C	2	SVG
	Fluid 1% Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement		##WG Chicken Sandwich	1 sand	Salisbury Steak w/	2 ea		Kcal	2921	
4	#Waffles	3 ea	Lettuce & Tomatoes	1/2 c,2 sl	Brown Gravy	2 oz		Fat	25.73	%
Day	Turkey Sausage Links		Ketchup		##Brown Rice Pilaf	1/2 cup	Fresh Banana	Sat Fat	7.16	%
7	Fluid Skim Milk, Unflavored		Mustard		Green Beans	1/2 cup	l ea	Pro	4.25	SVG
Wednesday - Day 4	Syrup	l ea	Vegetarian Baked Beans***		##WG Bread	2 slice		Dairy	4	SVG
ies	NSLP Breakfast		Garlic Broccoli*		Fruit Cocktail	1 cup		V/F	12	SVG
rb:	Apricot Halves** ##WG Mini-Wheats Cereal		Fresh Watermelon Fluid Skim Milk, Unflavored	1 cup	Fluid Skim Milk, Unflavored	l ea		G/WG Vit A	10/7	SVG SVG
Š	Fluid Skim Milk, Unflavored	l ea	Fluid Skilli Milk, Ulliavored	1 ea				Vit C	1	SVG
	Tidd Skiii Wiik, Oilliavoica	1 Ca						Fiber	48	Gm
	AM Supplement		Hamburger on	l ea	Pork Chop Suey	1, 1/2 cup		Kcal	2826	
10	Scrambled Eggs	1/2 cup	##WG Bun		Garden Salad**	1 cup		Fat	31.79	%
xy ?	Bacon	2 strips	Lettuce and Tomatoes	1/2 c,2 sl	LF French Dressing	2 pkt	Fresh Pear	Sat Fat	10.32	%
Ď	##WG Bread		Potato Salad		#Fried Rice	1/2 cup	l ea	Pro	4	SVG
χχ	Jelly		Green Salad **		Garlic Broccoli*	1 cup		Dairy	4	SVG
sq	Fluid 1% Milk, Unflavored	l ea	LF Italian Dressing		Glazed Sweet Potato**	1/2 cup		V/F	16	SVG
Thursday - Day 5	NSLP Breakfast	_	Lite Mayo		Mandarin Oranges*	1 cup		G/WG Vit A	7/6	SVG SVG
F	Fresh Apple ##WG Mini-Wheats Cereal	1 ea	Ketchup/Mustard Fresh Cantaloupe*/**	l pkt ea	Fluid 1% Milk, Unflavored	l ea		Vit A Vit C	4	SVG
	Fluid 1% Milk, Unflavored		Fluid 1% Milk, Unflavored	l ea				Fiber	47	Gm
	AM Supplement	1 ca	Hot Roast Beef &		Baked Cajun Chicken	2 svg		Kcal	2805	
	#Cream of Wheat	1 cup	American Cheese on		Orange Glazed Carrots**	1 cup		Fat	30.26	%
9	Cheesy Egg Scramble	1/2 cup		2 slice	Ranchero Beans***	1/2 cup	##WG	Sat Fat	9.87	%
Friday - Day 6	Turkey Breakfast Patty	2 ea	Mustard		Garden Salad**	1 cup	Graham Crackers	Pro	5.25	SVG
7	Fluid Skim Milk, Unflavored	l ea	Lite Mayo		LF Italian Dressing	2 pkt	3, 2.5" sq	Dairy	4.75	SVG
lay	NSLP Breakfast		Lettuce and Tomatoes		Fresh Orange*	l ea		V/F	12.5	SVG
ric	Fresh Grapes		Coleslaw		Fluid Skim Milk, Unflavored	l ea		G/WG	6.75/4	SVG
	##Pineapple Scone		Whole Kernel Corn	1/2 cup	#Chocolate Cake w/ Chocolate Glaze	l svg		Vit A	2	SVG
	Fluid Skim Milk, Unflavored	1 ea	Fresh Honeydew* Fluid Skim Milk, Unflavored	1 cup	Chocolate Giaze	1 T		Vit C Fiber	33	SVG Gm
	AM Supplement		##Pizzaburger on Roll		Turkey a la King	1 cup		Kcal	2866	- Cili
	##Breakfast Burrito	l ea	Minestrone Soup***		#Steamed Rice	1 cup		Fat	24.32	%
y 7	w/ Salsa		Garden Salad**		Green Salad**	1 cup		Sat Fat	8.71	%
Da	Turkey Sausage Links		LF French Dressing	2 pkt	LF Italian Dressing	2 pkt		Pro	3.625	SVG
Saturday - Day 7	Orange Juice*		Pineapple Chunks*	l cup	Pear Diced	1/2 cup		Dairy	4	SVG
rda	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Chocolate	l ea	Fluid 1% Milk, Unflavored	l ea		V/F	13	SVG
Et .	NSLP Breakfast							G/WG	7.5/5.5	
Sa	Fresh Apple	l ea						Vit A	2	SVG
	##Applesauce Cake Fluid 1% Milk, Unflavored	2 ea 1 ea						Vit C Fiber	3 40	SVG Gm
									TU	Gm
	*Vitamin C	**Vitamin A	*** egume		#Bread/Grain	_	## (WG) Whole Grain			

				CLE						
			Los Angeles County Proba	tion De	partment					
NSL	<u>P Cycle 5</u> (Grade 9-12)	FROM:		TO:) (1)	NSLP Breakfast			
	BREAKFAST		NSLP LUNCH		DINNER		<u>SNACK</u>			
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI Kcal	LY TOTA 2860	LS
	AM Supplement ##Cinnamon Oatmeal	1 cup	##Grilled Chicken Wrap Parslied Potatoes		#Ground Beef w/ Spanish Rice ##Corn Tortilla	1,1/2 cup 2 ea		Fat	27.16	%
	Scrambled Eggs		Coleslaw	1/2 cup	Garlic Broccoli*	l cup	##WG	Sat Fat	9.41	%
Sunday - Day 1	##WG Bread		Applesauce		Pear Diced	1/2 cup	NutriGrain Bar	Pro	4	SVG
Õ	Jelly		Fresh Honeydew*	l cup		l ea	l ea	Dairy	4.5	SVG
rg l	Spread		Fluid Skim Milk, Unflavored	l ea	,			V/F	12.75	SVG
nde	Fluid Skim Milk, Unflavored	l ea						G/WG	11.25/10.	
Suı	NSLP Breakfast							Vit A	1	SVG
	Apricot Halves**	1 cup						Vit C Fiber	2 39	SVG Gm
	##WG Corn Flake Fluid Skim Milk, Unflavored	2 box 1 ea						Fiber	39	Gm
	AM Supplement	1 ea	##Chicken Parmesan Sandwich	l ea	Country Fried Steak	2 svg		Kcal	2798	
	##WG Bread	2 slice	Garden Salad**		Au Gratin Potatoes	1/2 cup		Fat	30.67	%
Monday - Day 2	Turkey Sausage Links		LF Italian Dressing		Herbed Broccoli/Cauliflower*/**	1/2 cup	Fresh Banana	Sat Fat	10.56	%
Da	Hash Browns		Green Beans		Cantaloupe & Honeydew Melon*	1 cup	l ea	Pro	4	SVG
χ΄	Jelly		Fresh Grapes		##Dinner Roll	2 ea		Dairy	4.75	SVG
da	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea	Spread	l ea		V/F	13	SVG
lo l	NSLP Breakfast				Fluid 1% Milk, Unflavored	l ea		G/WG	8/8	SVG
2	Mandarin Oranges*	1 cup						Vit A Vit C	2	SVG SVG
	##WG Mini-Wheats Cereal Fluid 1% Milk, Unflavored	2 box 1 ea						Vit C Fiber	43	SVG
$\vdash \vdash \vdash$	AM Supplement	1 ea	##WG Beef Burrito	1 ea	#Chicken Pot Pie	1,1/2 cup		Kcal	2928	Citi
	Orange Juice*	8 oz	Pinto Beans***		Garden Salad**	1,1/2 cup		Fat	20.37	%
3	#Cream of Wheat	1 cup	Tangy Cucumber & Tomato Salad		LF French Dressing	2 pkt	Fresh Orange*	Sat Fat	7.25	%
ay	##French Toast		Fresh Apple		Canned Peaches	1 cup	l ea	Pro	2	SVG
Tuesday - Day 3	Syrup	l ea	Fluid Skim Milk, Unflavored	l ea		l ea		Dairy	4.25	SVG
ay	Spread	l ea			Fluid Skim Milk, Unflavored	l ea		V/F	12	SVG
psa	Fluid Skim Milk, Unflavored	l ea						G/WG	8.5/6.5	
ľ	NSLP Breakfast	_						Vit A	1	SVG
	Pear Diced ##WG Corn Flake	1 cup 2 box						Vit C Fiber	2 43	SVG Gm
	Fluid Skim Milk, Unflavored	2 box 1 ea						Fiber	43	Gm
	AM Supplement	1 Ca	Chicken Stir-Fry w/	1,1/2 cup	#Spaghetti w/ Meatsauce	l cup		Kcal	2830	
4	Bacon	2 strips	Carrots & Broccoli**/*	1,1/ 2 cup	Parmesan Cheese	1 tbsp		Fat	25.95	%
Эау	##WG Bread		##Steamed Brown Rice	l cup	##Dinner Roll	2 ea		Sat Fat	8.36	%
Wednesday - Day 4	Hash Browns	1/2 cup	Garden Salad**		Green Salad**	1 cup	Graham Crackers	Pro	3	SVG
day	Jelly		LF French Dressing		LF Italian Dressing	2 pkt	3, 2.5" sq	Dairy	4.5	SVG
lese	Fluid 1% Milk, Unflavored	l ea	Fruit Cocktail		Fresh Cantaloupe*/**	l cup		V/F	14.25	SVG
녛	NSLP Breakfast	2	Fresh Orange*	l ea	Ice Cream Variety	l ea		G/WG	9/8	SVG
š	Fresh Banana ##Pineapple Scone	2 ea 1 ea	Fluid 1% Milk, Unflavored	1 ea	Fluid 1% Milk, Unflavored	l ea		Vit A Vit C	3	SVG SVG
	Fluid 1% Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement	1 Ca	Beef Hot Dog on	l ea	Pork Rib Patty w/	2 ea		Kcal	2801	
	##Cinnamon Oatmeal	1 cup	##WG Bun		BBO Sauce	l oz		Fat	21.87	%
ay 5	Turkey Sausage Links		Vegetarian Baked Beans***	l cup	##Brown Rice Pilaf	1/2 cup	Fresh Banana	Sat Fat	6.70	%
ñ	LF Yogurt		Coleslaw	1/2 cup	Sauteed Spinach**	1/2 cup	l ea	Pro	4.75	SVG
Ŕ	Fluid Skim Milk, Unflavored	l ea	Ketchup		Pineapple Chunks*	1 cup		Dairy	4.75	SVG
sd	NSLP Breakfast		Mustard		Fresh Orange*	1 ea		V/F	10.75	SVG
Thursday - Day 5	Fresh Grapes ##WG Mini-Wheats Cereal		Fresh Honeydew* Fluid Skim Milk, Unflavored		#Dinner Roll Fluid Skim Milk, Unflavored	2 ea 1 ea		G/WG Vit A	9/9	SVG SVG
F	Fluid Skim Milk, Unflavored	2 box 1 ea	Fluid Skim Milk, Unitavored	1 ea	Fluid Skim Milk, Unitavored	1 ea		Vit A Vit C	3	SVG
	Tidd Skiii iviik, Ciliavored	1 Ca						Fiber	46	Gm
	AM Supplement		##WG Pepperoni Pizza	l ea	Ground Turkey Stroganoff w/	1,1/2 cup		Kcal	2849	
	#Pancakes	2 ea	Mixed Vegetables**	l cup	#Egg Noodles	l cup		Fat	28.22	%
9	Hash Browns	1/2 cup	Spinach Salad**	l cup	#Biscuit	l ea	Fresh Orange*	Sat Fat	9.56	%
ay (Cheesy Egg Scramble	1/2 cup	Lite Ranch Dressing		Garden Salad**	l cup	l ea	Pro	2.75	SVG
Friday - Day 6	Salsa		Fresh Cantaloupe*/**		LF French Dressing	2 pkt		Dairy	5	SVG
ay.	Syrup		Fluid 1% Milk, Unflavored	l ea	Pear Diced	1/2 cup		V/F	12.75	SVG
id	Fluid 1% Milk, Unflavored	l ea			Fluid 1% Milk, Unflavored	l ea		G/WG Vit A	8/3	SVG SVG
臣	NSLP Breakfast Fresh Apple	l ea						Vit A Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	35	Gm
	Fluid 1% Milk, Unflavored	l ea							+	
	AM Supplement		##Chicken Tacos w/	2 ea	Roast Beef w/	3 oz		Kcal	2797	\top
_	Scrambled Eggs	1/2 cup	Lettuce/Tomato/Cheese		Brown Gravy	1/4 cup		Fat	25.34	%
Saturday - Day 7	Turkey Breakfast Patty		##WG Spanish Rice		Glazed Sweet Potato**	1/2 cup		Sat Fat	8.97	%
Á	Fluid Skim Milk, Unflavored	l ea	Ranchero Beans***		#Macaroni and Cheese	1/2 cup		Pro	4.5	SVG
ay .	NSLP Breakfast		Crunchy Baby Carrots**		Garlie Broccoli *	l cup	3, 2.5" sq	Dairy	4.5	SVG
ırd	Fresh Watermelon		Lite Ranch Dip		##WG Bread	1 slice		V/F G/WG	9.5	SVG
atu	##Oatmeal Muffin Square Fluid Skim Milk, Unflavored		Fresh Apple Fluid 1% Milk, Chocolate		Fresh Pear Fluid Skim Milk, Unflavored	l ea l ea		G/WG Vit A	7.25/6.5	SVG
S	i idid 5kiii iviik, Ulliavored	1 ea	1 Idid 170 Ivilik, Chocolate	1 ea	1 Idid Skiii Iviiik, Ullilavoied	1 ea		Vit A Vit C	1	SVG
								Fiber	42	Gm
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain			\perp

SAMPLE ADULT MEALS

Item/Day	Monday	Tuesday	Wednesday	Thursday	Friday
Soap	Baked Potato	Minestrone	Lentil & Spinach	Chicken Tortilla	Vegetable
Entrée Salad	Greek	Asian Chicken	Chicken Fajita	Fresh Fmit w/Yogurt	Chopped BBQ Chicken
Cold Entrée		Italian Sub	Turkey Wrap	Tuna Salad Sandwich	Curried Chicken Salad
Sandwich					Wrap
Entrée #1	Three Bean Vegetarian	Beef Bolognese over	Baked Rosemary Chicken	Pork Stew with Green	Memphis Barbeque
	Chili	Whole Grain Penne		Tomatillo Sauce served over	Chicken
		Pasta		Steamed Rice	
Entrée #2	Sloppy Joe			Bean & Cheese Burnito	Baked Potato
Side	Apple, Cranberry & Red	Seasoned Green	Macazoni & Cheese	Mexican Street Corn Salad	Pasta Salad
	Cabbage Slaw	Beaus			
Side	Com on the Cob	Fresh Roasted	Seasoned or Raw	Seasoned Spinach	Seasoned Green Beans
		Brassel Sprouts	Baby Carrots		
Accompaniment	Combread	Garlie Breadstick	Whole Grain Roll	Flour Tortilla	Whole Grain Roll
Accompaniment	Snicker Doodle Cookie	Peach Crumble	Lemon Cream Cupcake	Glazed Chocolate Cake	Chocolate Chip Cookie
Always Available	Salad Bar / Fresh Season	nal Firnit / Chips /	Youth Entrée / Youth Si	des	

VEGAN OR VEGETARIAN OPTIONS CAN BE ACCOMODATED

ADDENDUM TO MENU

I. <u>Minimum Standards</u>

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Technical Exhibit 4 or Technical Exhibit 4a).

Meats – USDA Select (15%/85%)

Fat content shall not be more than 20% in meat, except ground meat, which shall be no more than 15%. No fillers to be used in ground beef except for an allowable 4% maximum of vegetable protein filler.

Eggs – Pasteurized Grade AA or A, medium, whole fresh eggs

Fresh Vegetables – (except squash) US

No. 1 Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

US Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 50% whole grain flour or meal as determined by weight. The remaining 50% shall be from enriched grain.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of 1% low-fat milk and skim milk.

ADDENDUM TO MENU

Table A.1 - Sample Sack Breakfast Menu

Food Component	Portion Size	Sample Menu
Whole Grain	1 Serving	1 Nutrigrain Bar or 1 Slice Bread
Whole Grain	1 Serving	3/4 Cup Whole Grain Cold Cereal
Fruit	1 Serving	1 Fresh Apple or 1/2 Cup peaches
Fruit	1 Serving	8oz Orange Juice or 1 Fresh Banana
Fluid Milk	16 oz	2, 8 oz Containers, Skim or 1% Milk
Condiment	1 Serving	1pkt Sugar or 1ea Spread

Food Component	Portion Size	Sample Menu
Meat/Meat Alternative	2 Servings	4oz Sliced Turkey
Whole Grain	2 Servings	2 Slices Whole Wheat Bread
Fruit	1 Serving	1 Whole Fresh Orange
Fruit	1 Serving	1 Whole Fresh Apple
Vegetable	1 Serving	6 sticks each (1/2 cup), Carrot Sticks
Vegetable	1 Serving	6 sticks each (1/2 cup), Celery Sticks
Fluid Milk	2 Serving	2, 8oz Containers, Skim or 1% Milk
Condiment	2 pkt	2pkt Lite Mayo
Condiment	2 pkt	2pkt Mustard

SAMPLE MEDICAL/MODIFIED DIETS

Consistent Carbohydrate Diet

- 2,000 kcal/day or 2,800 kcal/day + 3 snacks/day (AM, PM, HS)
- Previously, this diet may have had other names ("Diabetic diet", "ADA diet") but these terms are now considered obsolete because evidence suggests that there is not an ideal percentage of energy from carbohydrate, protein, and fat for all people with diabetes. The name of the diet no longer emphasizes the restriction of sugar or sweets, but rather emphasizes controlling carbohydrates.
- This diet is recommended for individuals diagnosed with diabetes, prediabetes, or some level of insulin or blood sugar imbalance. While no specific dietary pattern is recommended for the management of diabetes, controlling the amount and type of carbohydrate consumed has been found to be helpful in managing blood sugar. The amount of carbohydrate and available insulin may be the most important factor influencing the body's response after eating and should be considered when developing a patient's eating plan.
- This diet provides a range of 3-5 carbohydrate servings (45 g-75 g) at each meal along with 0-4 carbohydrate servings (0 g-30 g) during snacks.

Prenatal Diabetic Diet

- 2,000 kcal/day + 3 snacks/day (AM, PM, HS)
- This diet is indicated for an individual who develops diabetes during pregnancy or has diabetes before she becomes pregnant. This diet is designed to meet the nutritional needs of the diabetic youth, however it can be individualized. The meal pattern provides consistent carbohydrates throughout the day, in addition to four servings of milk to support increased calcium needs.

Sodium-Restricted Diet

- The sodium-restricted diet is composed of fluids and foods with limited sodium content. These foods can consist of foods with naturally low levels of sodium or foods that have been produced in such a way that they contain less sodium. The 2015-2020 US Dietary Guidelines recommends limiting sodium to less than 2,300 mg/day. Commonly offered sodium-restricted modifications include the "no added salt" (NAS) (3 g to 4 g sodium), and "low-sodium" (1.5 g to 2 g sodium), diets. The regular 5-week cycle menu provides approximately 2,000 to 2,300 mg of sodium per day.
- Individuals with cardiovascular disease, heart failure, kidney disease, or those presenting with edema may benefit from sodium restriction of varying degrees, depending on medical conditions and clinical status. Individuals diagnosed with high blood pressure (prehypertension and hypertension) would benefit from lowering blood pressure, and further sodium reduction to 1,500 mg per day can result in even greater blood pressure reduction.

SAMPLE MEDICAL/MODIFIED DIETS

Lactose-Controlled Diet

 The lactose-controlled diet removes most sources of lactose from the diet. Lactose is the sugar found in milk and dairy foods. This diet is recommended for individuals with lactose intolerance or lactase enzyme deficiency or when a youth reports symptoms that support a lactose intolerance diagnosis such as bloating, diarrhea, abdominal cramps and gas after consuming milk or products made from or containing milk. THIS DIET IS NOT INTENDED FOR YOUTH WHO ARE ALLERGIC TO MILK.

Increased Fiber Diet

• When adequate fiber is consumed (25-35 g/day, with girls on the lower end and boys on the higher end), many health benefits occur in the colon and body. Fiber works to sweep out toxins, cholesterol and cancer causing substances from the colon. Adequate fluid intake is crucial., and overconsumption of fiber (≥ 50 g/day) can cause blockage. The regular 5-week cycle menu contains an adequate amount of fiber typically ≥ 35 g/day and therefore is considered a high fiber menu. The increased fiber diet may be ordered if even more fiber is medically necessary. Drinking 8 to 10 cups or water per day is recommended to prevent constipation.

Blood Lead Reduction Diet

• The Blood Lead Reduction Diet is recommended for individuals who have an elevated blood lead level, or 3 mg/dl or more. Nutritional counseling related to calcium and iron intake is recommended for blood lead levels between 10-19 mg/dl may require medical interventions as deemed necessary by the physician and in accordance with CDC guidelines. A physician should be consulted before taking dietary supplements of calcium or iron, as excessive amounts of these, particularly the latter, can have serious health effects of their own.

Mechanical Soft Diet

• This diet is designed to minimize the amount of chewing necessary to digest food. It may be used as a transition from a wired jaw diet to a regular diet. The diet is modified only in texture such as blended, chopped, ground and pureed foods. Foods are moist and require minimal chewing before swallowing.

Wired Jaw Diet

Due to the youth's inability to chew due to a wired jaw, all foods must be of a
consistency that can be sucked through a straw. Because the jaw may be wired
for up to eight weeks, meals must be carefully planned to ensure adequate
intake of calories, protein, carbohydrates, vitamins and minerals.

SAMPLE MEDICAL/MODIFIED DIETS

Full Liquid Diet

• The full liquid diet is often used as a transition between a clear liquid diet and a regular diet, for example, after surgery or fasting. It may also be prescribed after certain procedures, such as jaw wiring. This diet is appropriate for youth who have difficulty swallowing and chewing.

Clear Liquid Diet

• A clear liquid diet maintains vital body fluids, salts, and minerals and also gives some energy for youth when normal food intake must be interrupted. Clear liquids are easily absorbed and reduce stimulation of the digestive system, and leave no residue in the intestinal tract. A clear liquid diet is often prescribed in preparation for surgery and right after surgery. Clear liquids are given when a youth has been without food for a long time.

Food Allergy Diet

• The purpose of a food allergy diet is to eliminate the allergen from meals and provide nutritionally comparable substitutions in place of allergenic item(s) on the menu. Allergenic foods are not necessarily visible to the eye and may be hidden within foods; i.e. a component of the allergenic food rather than the whole food may be contained within a prepared food item. Therefore, it is important to read all labels when preparing meals for a youth with a food allergy.

SUBSTITUTION LIST

The menu item substitution list below provides guidance for substituting appropriate food components when a menu item is unavailable or must be substituted. For detailed information for specific foods and how they contribute to each food component, refer to the **USDA Food Buying Guide**.

Menu Symbol	Nutrient/ Component	Approved Food Substitutions	One Serving
*	Vitamin C	Oranges, Mandarin Oranges, Pineapple, Tomato, Broccoli, Cabbage, Applesauce (with added Vitamin C), Cauliflower, Potato (baked with skin)	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
**	Vitamin A	Sweet Potato, Carrot, Winter Squash (all types), Peas & Carrots, Apricot, Cantaloupe, Spinach, Summer Squash, Butternut Squash, Greens (Collard, Turnip, Mustard), Watermelon, Mixed Vegetables	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
***	Legumes	Bean or Lentil Soups (2 cups or 1 cup + another bean on same day), Refried Beans, Pinto Beans, Black Bean Salad, Baked Beans, Ranch Style Beans	Beans = 1 cup Bean Soups = 2 cups or 1 cup + another bean on same day Lentil Soups = 2 cups or 1 cup + another bean on same day
#	Bread/Grain	Cold Cereal, Waffles, Biscuits, Noodles, Pasta, Pancakes, Rice, Saltine Crackers, Sandwich Roll, English Muffin, Cold Cereal, Bagels, Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Bun (hamburger/hot dog), Dinner Roll, Granola bar, Tortilla, Corn Chips	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup (1oz) Saltine Cracker = 6 squares Tortilla 6" = 1

SUBSTITUTION LIST

		SUBSTITUTION LIST	
##	Whole Grains	Whole Grain Cold Cereal, Whole Grain Bagels, Wheat Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Whole Wheat Bun (hamburger/hot dog), Whole Wheat Dinner Roll, Granola bar, Brown rice, Tortilla Chips, Whole Wheat tortillas	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup Wheat Saltine Cracker = 6 square Whole Grain Tortilla 6" = 1
None	Meat/Meat Alternatives (Protein)	All types of fresh lean meats, poultry, fish; eggs, tofu, beans	Meat, poultry, fish = 2-3 oz (without bone) Eggs = 2 medium Tofu = 8 oz Beans = 1 cup
None	Dairy	Cheeses, Yogurt, Pudding, Ice Cream Non-fat dry milk: ~ 1 cup fluid non-fat milk Mix 1/3 cup dry milk powder + 1 cup water. ~ 4 cup fluid non-fat milk Mix 1 and 1/3 cups dry milk powder + 3 and ¾ cups water.	If used in place of fluid milk component: Natural Cheese = 1.5 oz Processed Cheese = 2 oz Nonfat Yogurt = 1 cup Pudding = 1 cup Ice Cream = 1 ½ cup
None	Fluid Milk	Fluid Skim Milk (with Vitamin A & D)	8 oz
None	F/V NOT Vit. A or C	Apple, Applesauce, lettuce, Peaches, Pear, Corn, Peas, Banana, Cucumbers, Green Beans, Fruit Cocktail, Celery	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
N/A	Non-Fat Dry Milk	To reconstitute non-fat fluid milk, do the following: To make ~ 1 cup fluid non-fat milk, Mix 1/3 cup dry milk powder + 1 cup water. To make ~ 4 cups fluid non-fat milk, Mix 1 and 1/3 cups dry milk powder + 3 and 3/4 cups water.	

SAMPLE MENU PRODUCTION RECORD

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SAMPLE MENU PRODUCTION RECORD NSLP

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PUBLIC WORKS PAYROLL REPORTING FORM

	 	d	Department of Industrial Relations								LIC W	orks	PAYRO	LL RE	PORTI	NG FO	ORM			Page .	of	
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Form A-1-131 (New 2-80)

S = STRAIGHT TIME O = OVERTIME SDI = STATE DISABILITY INSURANCE *OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION MUST be completed (See reverse side)

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work

orders to the Program Manager for submission to the appropriate Internal Services Department

repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning,

sewers, et. al; the Contractor will notify the Program Manager (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular

maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular

maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and

buildings.

CENTRAL JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	Х		-		
Double Sink - S/S w/Faucet Built- in			Х	11	
Table -Sink - 30" x 17 ½ Built- in Main Kitchen			Х	11	
Mixer-Floor-Vulcan Auto Mix Model FM80	Х				
Bins -S/S -Portable w/Caster (8)	Х				
Refrigerator - 2 door - Traulsen			Х	13	
Refrigerator/Freezer Walk-in Bally			Х	13	
Kettle-Steam S/S Serial #1976 Model D43	Х				
Hot/Cold Carts-Cres-Cor (13)	Х				
Ovens 6 ea Bakers - Blodgett Co.	Х				
Mixer - Vulcan-Floor Model	Х				
Table 12' w/Shelves & Sink Built-in	Х				
Refrigerators - S/S (3)			Х	13	
Refrigerator Freezers-Balley Co Walk-in (2)			Х	13	
Refrigerator Walk-in			Х	13	
Hot Line w/Sneeze Guard-Cabinet-Refrig.	Х				Mech. To maintain refrig.
Table-Utensil Rack w/Sink	Х				
Table-Work 6' - S/S	Х				

CENTRAL JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Meat Saw - Hobart	Х				
Food Warmer-Serving Line 1-Kitchen 1-Cart Room	X				
Conveyer - Serving Line	Х				
Food Warmer-Stationary 8 -Compartment Floor Model	X				
Spoons - Basting -Solid (6)	Х				
Ranges w/Ovens (3) Garland	Х				
Grills (1) Garland	Х				
Convection Ovens - Electric (6)	Х				
Steam Kettles - 2-40 Gal. 1-60 Gal.	Х				
Table 15' x 30" - S/S	Х				
Table -10" x 30" - S/S	Х				
Pot & Pan Washing Machine	Х				
Pre-Wash Sink & Table-Combination (2)	Х				
Desk - Main Kitchen	Х				
Light Fixtures			Х	5	Contractor-bulbs/COUNTY Fixture
Sink & Faucets w/Cabinet - S/S	Х				
Sink & Counter Tops - In Dining Room	X				

CENTRAL JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Fire Extinguisher in Hood - Automatic			Х		
Fire Extinguisher - Portable			Х	13	
Ice Machine	Х				
Filters In Hood	Х				
Doors Interiors	Х				
Traps			Х	11	
Faucets			Х	11	
Rinse Sprinkler -Overhead	Х				

District 1 Facility: Central Juvenile Hall Address: 1605 Eastlake Ave, Los Angeles BIS 700

SUSPENSION AND DEBARMENT CERTIFICATION

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit April 1998

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name of School Food Authority		Agreement Number		
·	ntial Vendor or Existing Contractor (Lower Tier Participant):			
Printed Name	Title	Signature	Date	

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

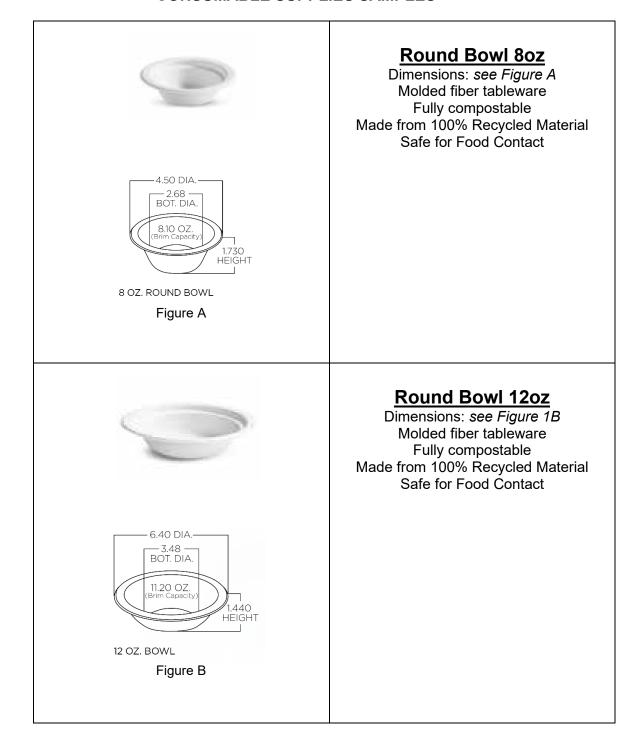
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SUSPENSION AND DEBARMENT CERTIFICATION

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONSUMABLE SUPPLIES SAMPLES



CONSUMABLE SUPPLIES SAMPLES



<u>3-Compartment Tray</u> Dimensions: 18.56"x11.44"x16.63"

Molded fiber pulp cafeteria trays with lid Fully compostable Made from 100% Recycled Material Safe for Food Contact



White Tray
Dimensions: 5" x 7" x 1 ½" Molded fiber trays Fully compostable Made from 100% Recycled Material Safe for Food Contact

MOVEMENT CONTROL MEAL COUNT

		CEN.	TRA	LJ	JVEN	ILE H	ALL		
DAY			iesday, N					BREAKFAST	
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					0			ADMIN. STAFF	
								M.C. STAFF	
					0			NIGHT STAFF	
								MED. STAFF	
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COMPTON					REGULAR: STAFF:	0			
K.J.J.C.					ADD-ONS:	0			
LONG BEACH						TOTAL:	0		
TOTAL:	0	0							

MOVEMENT CONTROL MEAL COUNT

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COMPTON						ST AFF:	0		
K.J.J.C.						ADD-ONS:	0		
LONG BEACH						TOTAL:	0		
TOTAL:	0	0							

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A/B												A/B												A/B								
C/D												C/D												C/D								
E/F												E/F												E/F								
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California Department of Education Nutrition Services Division Permanent Single Agreement for Child Nutrition Programs

☑ RETURN BY MAIL TO (Original signature required): California Department of Education Nutrition Services Division 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 800-952-5609

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Permanent Single Agreement for Child Nutrition Programs

School/Sponsor Name Los Angeles County Probation Department	Vendor Number 2719-90						
Address, City, State, Zip 9150 E Imperial Hwy, Rm: C68; D62 Downey, CA 90242	CNIPS ID Number 01519						

This Permanent Single Agreement (Agreement) represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single Agreement when a state agency administers any combination of the Child Nutrition Programs (Programs). This Agreement *replaces* the program(s) Agreement(s) with the California Department of Education (CDE) for each program listed below.

This Agreement shall be effective commencing on the earliest date specified by the individual CDE program manager's signature on the Cover Page and remain in effect unless terminated as provided herein.

By signing this Agreement, the SFA agrees to comply with the requirements for any program in which it is approved to participate. Each time the CDE approves an SFA's application to participate in a Program, the SFA will receive an updated copy of the Agreement Cover Page identifying all Programs in which the CDE approves the SFA to participate.

The SFA must comply with all requirements included in documents submitted as part of each Program application, in addition to the requirements of this Agreement.

For questions regarding any of the Programs, please contact a Program specialist by phone at 800-952-5609.

Authority: Title 42, United States Code (USC) 1751–1762a, 1765–1766b, 1769–1769b, 1771–90, 3030a, 5179, 5180, as amended 5 USC 301, 7 USC 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a–1, 1859, 2014, 2025, 15 USC 713c, 22 USC 1922, Title 2, Code of Federal Regulations (CFR) 225, 7 CFR parts 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250, 3015, 3016, 3019, and 3052.

gue of Federal Domestic Assistance (CFDA) numbers 10.555, 10.555, 10.556, 10.558, 10.559, and 10.550. California Education Code (EC) Part 27, ar 9, Articles 7 through 12, and sections 48931, 49490–49570, and 5 California Code of Regulations (CCR) 15500 and 15501.

This is not an application to participate in a Child Nutrition Program.

Child Nutrition Programs: Federally funded nutrition programs Child Nutrition Programs: Federally funded nutrition programs administered by the USDA according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this Agreement; the National School Lunch Program (NSLP), Afterschool Meal Supplements (snacks) Program (AMS), Seamless Summer Feeding Option (SSFO), School Breakfast Program (SBP), Special Milk Program (SMP), State Meal Program, Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP), herein referred to as Program(s).

Federal Assistance: Any funding, property, or aid that is provided to a state agency, Sponsor, SFA, Institution, or Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, outside-school-hours care center, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for Program operations.

Recipient Agency: Any eligible nonprofit organization that receives food under 7 CFR Part 250, Food Distribution Program. School: An educational unit as defined in 7 CFR parts 210, 215,

and 220

School Food Authority (SFA): The legal governing body that is responsible for the administration of one or more schools and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

Sponsor: A public, private nonprofit, or for-profit organization, that is approved to operate a CNP as defined in 7 *CFR* parts 210, 215, 220, 225, 226, and 250. The Sponsor, SFA, Recipient Agency, Institution, or organization who is party to this contract.

State Agency: The state educational agency approved by the USDA to administer CNPs within the state. For the purposes of this Agreement, the state agency is the CDE.

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Hereinafter, the Institution, Recipient Agency, or SFA shall be referred to as Sponsor.

The CDE agrees, to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The CDE agrees to make payments, where applicable, in accordance with 7 CFR Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7 CFR Part 250 (FDP). The CDE further agrees to disseminate a press release to notify the public of the availability of Programs and the eligibility criteria for free milk and free and reduced-price (F/RP) meals and snacks to all local news media, the employment office, and any major employers who are contemplating layoffs in the attendance area of these Programs.

The Sponsor agrees to accept federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all California statutes, administrative rules, policy manuals, memorandums, guidance, and instructions and any instruction or procedures issued by the USDA or the CDE in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7 CFR parts 3015 (Uniform Federal Assistance Regulation), and/or 3016 (Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments Regulations), as applicable.

This Agreement shall be effective commencing on the date specified by the individual CDE program manager's signature and remain in effect unless terminated as provided herein. The Sponsor shall notify the CDE whenever significant changes occur in their Program operations.

The CDE may terminate the Sponsor's participation in any Program covered in this Agreement in accordance with the grant close-out procedures found in 7 CFR Part 3015, Subpart N, or 7 CFR Part 3016, Subpart D, as applicable. If the CDE terminates the Sponsor's participation in any Program, the CDE's action will result in the termination of the Sponsor's participation in all Programs.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the CDE shall make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Sponsor in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the CDE under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this Agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the first claim for reimbursement in the fiscal year to which they pertain; unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit or review.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will compty with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d 2000e-16), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.), the Americans with Disabilities Act of 1990 (P.L.101-336), all provisions required by USDA Nondiscrimination Regulations (7 CFR parts 15, 15a, 15b), Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the USDA Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex, age, or disability in any program or activity conducted or funded by the USDA. The Sponsor hereby assures that it will immediately take measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Sponsor by the USDA or CDE. This includes any federal Agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and Agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or CDE personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA and/or CDE shall have the right to seek judicial enforcement of this assurance.

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This assurance is binding on the Sponsor, its successors, transfers, and assignees as long as it receives assistance or retains possession of any assistance from the CDE. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, insofar as it relates to Program administration expenses, the Sponsor agrees that:

- (1) It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Sponsor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDE setting forth the provisions of this nondiscrimination clause.
- (2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.
- The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CDE, advising the labor unions or workers' representative of the CDE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Sponsor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Sponsor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, and/or CDE for purposes of investigation to ascertain compliance with such rules,
- (6) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this Agreement, as it relates to CNP expenses, the Agreement may be canceled, terminated, or suspended in whole or part and the Sponsor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise
- (7) The Sponsor will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the USDA or CDE may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA or CDE, the Sponsor may request the United States or CDE to enter into such litigation to protect the interests of the United States.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN

NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AND SPECIAL MILK PROGRAM This section applies only if an effective date for the NSLP, SBP, or SMP has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation, Free and Reduced-Price Policy Statement, and Claiming Alternative Policy Addenda by reference, as well as applicable provisions of 7 CFR parts 3015, 3016, 3019, and all applicable requirements of the California EC relating to CNPs, USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) Maintain a nonprofit school food service and/or a nonprofit milk service.
- Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR sections 210.19a, 220.7 (e)(1)(I), and 220.13(I). Maintain a financial management system as prescribed in 7 CFR sections 210.14(c), 220.13(l), and 215.7(d)(6).
- Comply with the requirements of the USDA regulations regarding financial management (7 CFR sections 3015, 3016, and/or
- Serve meals and snacks that meet the minimum requirements prescribed in 7 CFR sections 210.10, 210.10a, 220.8, and/or 220.8a, whichever is applicable.

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- (6) For pricing programs, to price meals and snacks as a unit.
- (7) Serve Program meals, milk, and snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligib' for such meals under 7 CFR Part 245.
- (8) Claim reimbursement at the assigned rates only for reimbursable meals and snacks served to eligible children. The Sponsor authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 CFR sections 210.8, 220.11, and 215.11.
- (9) Count the number of free, reduced-price, and paid reimbursable Program meals at the point of service, as approved by the CDE.
- (10) Submit Claims for Reimbursement in accordance with 7 CFR sections 210.8, 220.11, 215.9, and 215.11.
- (11) Comply with USDA requirements regarding nondiscrimination (7 CFR parts 15, 15a, 15b).
- (12) Make no discrimination against any child because of his or her eligibility for F/RP meals, milk, or supplements (snacks) in accordance with the Free and Reduced-price Policy Statement attached hereto.
- (13) Accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7 CFR Part 250.
- (14) Maintain, in the storage, preparation, service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- (15) Maintain necessary facilities for storing, preparing, and serving food and/or milk.
- (16) Obtain for each school participating in the program a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, and publicly post inspection results, and develop and maintain for each school a food safety program complying with hazard analysis critical control points.
- (17) Upon request, make all accounts and records pertaining to Programs available to the CDE and USDA FNS, for audit or review, at a reasonable time and place in accordance with 7 CFR sections 210.9(b)(17), 220.7(e)(13), and/or 215.8(d)(7). In accordance with 7 CFR Section 210.19(a)(4), the CDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the program, and shall take appropriate action to correct any irregularities. At the discretion of the CDE, the investigations shall be conducted on an announced or unannounced basis.
- (18) Maintain files of currently approved and denied F/RP applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor level, they shall be readily retrievable by school or site.
- (19) Retain the individual applications for free milk and/or free and reduced-price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period and as long as required for the resolution of the issues raised the audit.
- (20) Observe the limitations on the use of Program revenues set forth in 7 CFR sections210.14a, 220.13(I), and 215.8 (d)(1) and the limitations on any competitive school food service as set forth in 7 CFR Section 210.11b.
- (21) Establish a local wellness policy that includes goals for nutrition education and physical activity; nutrition guidelines for all foods available on campus; guidelines for school meals not less restrictive than 7 CFR sections 210.10 and 220.8, and an implementation plan.
- (22) Participate in annual training.
- (23) Limit fried foods according to California EC sections 49430.5 and 49430.7.
- (24) Offer all needy children at least one nutritionally adequate meal during each school day per EC Part 49550

REQUIREMENTS FOR SPONSOR PARTICIPATION IN

NSLP AFTERSCHOOL MEAL SUPPLEMENTS (SNACKS) PROGRAM (AMS)

This section applies only if an effective date for the NSLP AMS has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

In conjunction with all provisions of the NSLP, the Sponsor agrees to:

- Claim reimbursement only for meals served in afterschool care programs that meet all of the following criteria:
 - > The program shall be operated by a school that is participating in the NSLP.
 - The purpose of the program shall be to provide care for children in an afterschool setting.
 - > The program shall include education or enrichment activities in an organized, structured, and supervised environment.

Extracurricular activities such as school choir, debate team, or the drama society may participate only If their basic purpose is to provide afterschool care, and the program is open to all children. Under no circumstances will organized athletic programs engaged in interscholastic sports be considered as an afterschool care program that is eligible to receive reimbursement under this provision. The afterschool care program must be "open to all." Specifically, programs that exclude children based on race, color, national original, age, or disability are not eligible to participate in the Snack Program.

(2) Claim reimbursement only for snacks served to children who are not more than eighteen years of age, individuals, regardless of age, who are determined to be mentally or physically disabled are eligible to participate. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year.

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- (3) Claim reimbursement for no more than one meal supplement per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are for F/RP meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the snack program regardless of each child's eligibility for F/RP meals. Sites in which less than 50 percent of the enrolled children are certified eligible for F/RP meals must claim reimbursement based on each child's eligibility for F/RP meals.
- (4) Serve meal supplements that meet the minimum requirements prescribed in 7 CFR sections 210.10 or 210.10(a), whichever is applicable.
- (5) Price the meal supplement as a unit.
- (6) Serve meal supplements free or at a reduced-price to all children who are determined by the Sponsor to be eligible for F/RP school meals under 7 CFR Part 245.
- (7) If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents. [7 CFR Section 210.9(c)(4)]
- (8) Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement.
- (9) Review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year. An exception will be made for an afterschool care program operating year round. Year-round programs shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
- (10) Comply with all requirements of this part, except that claims for reimbursement need not be based on "point-of-service" meal supplement counts [as required by 7 CFR Section 210.9(b)(9)].
- (11) If all meals are claimed free, maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for F/RP meals. Maintain total meal counts for these sites.
- (12) For all other sites, maintain documentation of F/RP eligibility for all children for whom F/RP snacks are claimed. Maintain meal counts by eligibility category for these sites.
- (13) Maintain documentation of each child's attendance on a daily basis.
- (14) Maintain documentation of compliance with meal pattern requirements
- (15) Maintain appropriate Health and Safety Standards and licensing requirements.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN SEAMLESS SUMMER FEEDING OPTION PROGRAM

This section applies only if an effective date for the SSFO has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The SSFO combines features of the NSLP, the SBP, and the SFSP. The purpose of the SSFO is to feed children in low-income areas during the summer months or during extended breaks of a year-round school schedule. The SSFO reduces paperwork and the administrative burden that is normally associated with operating all three programs. To accomplish this, the above Sponsor requests an exemption of significant portions of the SFSP federal regulations of 7 CFR Part 225. In lieu of the exempt SFSP regulations, the Sponsor will follow applicable regulations in the NSLP and the SBP (7 CFR parts 210 and 220, respectively).

REQUIRED SFSP PROVISIONS

SFSP regulatory provisions of 7 CFR, Part 225 that remain in force require that Sponsors:

- (1) 7 CFR Section 225.6(d)(1): Serve meals in needy areas that are not served by another site.
- (2) 7 CFR Section 225.6(e)(4): Agree to serve meals at no cost (except camps)
- (3) 7 CFR Section 225.6(e)(7): Claim reimbursement only for approved meals served without charge to children at approved sites during approved meal service periods—this section prohibits permanent changes to the serving time of any meal unless approved by CDE.
- (4) 7 CFR Section 225.14(c)(1): Demonstrate financial and administrative capability to operate the program, and accept final financial and administrative responsibility for the total program operations at all sites.
- (5) 7 CFR Section 225.14(c)(2): Have not been seriously deficient in operating the program.
- (6) 7 CFR Section 225.14(c)(3): Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (except camps).
- (7) 7 CFR Section 225.14(d)(2): Open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school,
- (8) 7 CFR Section 225.16(b): Limit the number of meals that may be served, as specified.

IPTED SFSP PROVISIONS

To operate the SSFO, the Sponsor requests an exemption from the following SFSP regulatory provisions of 7 CFR, Part 225:

(1) 7 CFR Section 225.6: CDE application approval, paragraphs (b), (c), (d), (e), (f), and (h) except paragraphs (d)(1), (e)(4), and (e)(7)

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(2) 7 CFR Section 225.7: Program monitoring and assistance

(3) 7 CFR Section 225.8: Records and reports

(4) 7 CFR Section 225.9: Program assistance to Sponsor

(5) 7 CFR Section 225.10: Audits and management evaluations

(6) 7 CFR Section 225.11: Corrective action procedures

(7) 7 CFR Section 225.12: Claims against Sponsor

(8) 7 CFR Section 225.13: Appeal procedure

(9) 7 CFR Section 225.14: Requirements for Sponsor participation, entire section except paragraphs (c)(1), (c)(2), (c)(3), and (d)(2)

(10) 7 CFR Section 225.15: Management responsibilities of Sponsor

(11) 7 CFR Section 225.16: Meal service requirement, entire section except paragraph (b)

(12) 7 CFR Section 225.17: Procurement standards

(13) 7 CFR Section 225.18: Miscellaneous administrative provisions

NSLP AND SBP REGULATIONS

State of California

The CDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CDE will provide technical assistance to sponsors to adapt requirements as necessary.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN STATE MEAL PROGRAM

This section applies only if an effective date for the State Meal Program has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of the California EC 49550, 49553, 49557, 49557.1, 49557.3, 49558, 49559, 49560, 49561, and 49562.

The Sponsor shall:

- (1) Supervise the operation of the State Meal Program at all approved sites.
- (2) Maintain a nonprofit school food service program and use all food program revenues only for expenses needed to operate, or to improve, the food service program. Expenditures of food program revenues shall be made in accordance with the financial management system established by the CDE.
- (3) Serve nutritionally adequate meals to children during a period designated by the Sponsor as the meal period. Sufficient quantities of food shall be planned and produced so that each meal meets the requirements according to the USDA's NSLP meal pattern requirements or the SBP meal pattern requirements, which are incorporated by reference.
- (4) Plan for and prepare meals on the basis of participation trends, with the objective of providing one nutritionally adequate meal per day to each child determined to be eligible for a F/RP meal. Production and participation records shall be maintained to demonstrate positive action towards meeting this objective.
- (5) Price each meal as a unit, except in nonpricing State Meal Programs where there is no separate charge for the meal.
- (6) Make nutritionally adequate meals available to all enrolled children who are determined to be eligible for a F/RP meal. When more than one type of nutritionally adequate meal is offered, or when a variety of foods and milk are offered for choice within the required meal pattern, all children shall be offered the same selection. For those children that the Sponsor determines are eligible for a F/RP meal, nutritionally adequate meals shall be made available to them free of charge or at a reduced-price. Such determinations shall be made in accordance with the F/RP eligibility guidelines issued by the USDA and distributed by the CDE, and the Sponsor's approved Free and Reduced-Price Meal Policy Statement which are hereby incorporated by reference. Use the income eligibility scale distributed by the CDE without alteration or relyping.
- (7) Not discriminate against any child because of his or her inability to pay the full price of the nutritionally adequate meal.
- (8) Maintain a copy of the Sponsor's approved Free and Reduced-Price Meal Policy Statement, as well as any other policies and procedures that pertain to the provision of F/RP meals at each approved site.
- (9) Store, prepare, and serve food in accordance with proper sanitation and health standards as required by applicable state and local laws and regulations.
- (10) Maintain the necessary facilities for storing, preparing, and serving food. The facilities for handling, storing, and distributing food shall be such as to properly safeguard against theft, spoilage, and other losses.
- (11) Submit forms and reports to the CDE, in accordance with established procedures, to demonstrate compliance with State Meal Program requirements. These reports include, but are not limited to:
 - > Claims for reimbursement
 - Policy statements for Free and Reduced-Price Meals
- (12) Claim reimbursement at the prevailing rate only for nutritionally adequate meals that meet the specified meal pattern requirement and are served to children in accordance with this agreement. Reimbursement shall only be claimed on the basis of one nutritionally adequate meal per child per day and shall not be claimed for any meals which are served as "second" meals. Reimbursement shall not be claimed for nutritionally adequate meals served free or at a reduced-price which exceed the number of children approved for such meals.

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- (13) Maintain full and accurate records of the State Meal Program and retain these records for a period of three years after the applicable fiscal year. If necessary, these records shall be retained for more than three years until all issues raised by an audit are resolved. These records shall be kept separate from the records of any other food service (except those records that pertain to the Special Milk Program) which may be operated by the Sponsor. The records that shall be maintained include, but are not limited to the following:
 - On a site by site basis, the number of nutritionally adequate meals served to children each day, by category (free, reduced-price, and paid).
 - Meal production records and inventory records documenting the amounts and types of food used.
 - The individual applications for free and reduced-price meals (approved and denied) submitted by families. The applications shall be readily retrievable by site.
 - Income received from payments made by children, state reimbursement, and other sources.
 - Expenses incurred for food, labor, supplies, equipment, utilities, and other services related to the State Meal Program, supported by invoices, receipts, and other evidence of expenditures.
 - Contributions from other sources for food, labor, equipment, utilities, and meals for needy children, etc., pertaining to the State Meal Program.
- (14) Upon request, make all State Meal Program accounts and records available, at a reasonable time and place, to the CDE and other agencies as deemed appropriate, for audit or review purposes.
- (15) Comply with the limitations specified by the CDE concerning the sale of foods that compete with the nutritionally adequate meals sold under the State Meal Program (5 CCR 15500 and 15501, and EC 48931).
- (16) Ensure that the State Meal Program is operated in accordance with the terms of this agreement if the Sponsor contracts with other entities for services utilized in the operation of the State Meal Program.
- (17) Comply with California EC Section 45103.5, which prohibits public schools and schools operated by the county superintendent of schools from contracting for management of the food service program by a food service management company.
- (18) Comply with all requirements pertaining to the operation of the State Meal Program as specified in the California EC and the California Administrative Code, which are hereby incorporated by reference.
- (19) Comply with all applicable state laws and regulations, which are hereby incorporated by reference,

REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

This section applies only if an effective date for the FDP has been entered on the Cover Page, and it has been signed by the Food Distribution Program Authorized Representative.

The Sponsor shall comply with all provisions of 7 CFR Part 250, as well as applicable provisions of the California EC, USDA guidance, and CDE Management Bulletins hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) When receiving donated foods under this Program Agreement, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by the Recipient Agency's fault or negligence.
- (2) To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, or distribution.
- (3) To take action to obtain restitution in connection with claims for improper distribution, use, or loss of, or damage to, donated foods.
- (4) To provide, on a timely basis, by amendment to this Agreement, any changed information, including, but not limited to, any changes resulting from amendments to federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM

This section applies only if an effective date for the CACFP has been entered on the Cover Page and it has been signed by the Child and Adult Care Food Program Manager.

The Sponsor, as defined in 7 *CFR* Section 226.2, shall comply with all provisions of 7 *CFR* Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor's Child Nutrition Information and Payment System (P**PS) Application Packet, Management Plan, CACFP Meal Pattern by reference, as well as applicable provisions of 7 *CFR* parts 3, 3019, 3052; 15, 15a, 15b; Office of Management and Budget (OMB) Circulars A-87, A-122, A-133; and the California *EC*; USDA guidance, and CDE Management Bulletins, hereby incorporated by reference. The Sponsor further agrees to accept final administrative and financial responsibility for management of a proper, efficient, and effective food service; the Sponsor may not contract out for management of the Program. The Sponsor agrees to accept announced or unannounced visits during normal hours of operations by the

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CDE or the USDA. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) Child or adult care centers must have federal, state, or local licensing or approval to provide day care services to participants. Child or adult care centers, which are complying with applicable procedures to renew licensing or approval, may participate in the Program during the renewal process, unless the CDE has information that indicates that renewal will be denied. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 CFR Section 226.17a(d).
- (2) Except for for-profit centers, child and adult care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.
- (3) Each child or adult care center participating in the Program must serve one or more of the following meal types—breakfast; lunch; supper, and/or snack. Reimbursement must not be claimed for more than two meals and one snack or one meal and two snacks provided daily to each participant. At-risk afterschool care centers shall comply with limits on daily reimbursement set forth in 7 CFR Section 226.17a (k).
- (4) Each child or adult care center participating in the Program shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 CFR Section 226.20. Menus and any other nutritional records required by the CDE shall be maintained to document compliance with such requirements.
- (5) For-profit child care centers may not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for F/RP meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals must not be included in this percentage.
- (6) For-profit adult care centers may not claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries.
- (7) A child care center with preschool children may also be approved to serve a breakfast, snack, and supper to school-age children participating in an outside-school-hours care program meeting the criteria of 7 CFR Section 225.19(b) that is distinct from its day care program for preschool-age children. The CDE may authorize the service of lunch to such participating children who attend a school that does not offer a lunch program, provided that the limit of two meals and one snack, or one meal and two snacks, per child per day is not exceeded.
- (8) A child care center with preschool children may also be approved to serve a snack or meal to school-age children participating in an at-risk afterschool care program meeting the requirements of 7CFR Section 225.17a that is distinct from its day care program preschool children, provided that the limit of two meals, and one snack, or one meal and two snacks, per child per day is not exceeded.
- (9) A child or adult care center may utilize existing school food service facilities or obtain meals from a school food service facility, and the pertinent requirements of 7 CFR Section 226.17(b) must be addressed in a written agreement between the child or adult care center and school. The center shall maintain responsibility for all applicable Program requirements set forth in 7 CFR sections 226.17, 226.17a, 226.19, and 226,19a.
- (10) Each child or adult care center, except at-risk afterschool care centers, shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals in accordance with 7 CFR Section 226.23(e)(1). In addition, Head Start participants need only have a Head Start statement of income eligibility or a statement of Head Start enrollment from an authorized Head Start representative, to be eligible for free meal benefits under the CACFP. For children enrolled in a child care center, documentation of enrollment must be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care and the meals normally received while in care.
- (11) Each child or adult care center must maintain daily records of time of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to adults performing labor necessary to the food service. At-risk after-school care centers must maintain records as required by 7 CFR Section 226.17a(o).
- (12) Each child or adult care center must require key staff, as defined by the CDE, to attend Program training prior to the center's participation in the Program, and at least annually thereafter, on content areas established by the CDE.
- (13) Sponsored child or adult care centers must promptly inform the sponsoring organization about any change in its licensing or approval status.
- (14) Unaffiliated sponsored child or adult care centers have the right to receive in a timely manner reimbursement for meals served to eligible participants for which the sponsoring organization has received payment from the CDE. However, if, with the child or adult care center's consent, the sponsoring organization will incur costs for the provision of program foodstuffs or meals on behalf of the center, and subtract such costs from Program payments to the center, the particulars of this arrangement shall be specified in the Agreement. The sponsoring organization must not withhold Program payments to any child or adult care center for any other reason, except that the sponsoring organization may withhold from the child or adult care center any amounts that the sponsoring organization has reason to believe are invalid, due to the child or adult care center having submitted a false or erroneous meal count.
- (15) The CDE and an independent child or adult care center have the right to terminate the Agreement for cause or, subject to 7 CF. Section 226.6(c), for convenience. Sponsoring organizations and unaffiliated sponsored centers have the right to terminate the Agreement for cause or convenience.
- (16) Child and adult care centers must comply with the CDE's time limit for submission of meal records.

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(17) If so instructed by its sponsoring organization, sponsored child and adult care centers must distribute a copy of the sponsoring organization's notice to parents or households.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if an effective date for the SFSP has been entered on the Cover Page, and it has been signed by the Summer Food Service Program Manager.

The Sponsor shall comply with all provisions of 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133, and the California EC; USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) To retain final financial and administrative responsibility for the Program.
- (2) To operate a nonprofit food service.
- (3) To serve meals that meet the requirements and provisions set forth in 7 CFR Section 225.16 during times designated as meal service periods by the Sponsor.
- (4) To serve the same meals to all children.
- (5) To serve meals without cost to all children, except that camps, as defined in 7 CFR Section 225.2, may charge for meals served to children who are not served meals under the Program.
- (6) To Issue a free meal policy statement in accordance with 7 CFR Section 225.6.

 To meet the training requirement for its administrative and site personnel as required under 7 CFR Section 225.15(d)(1).
- (8) To claim reimbursement only for the type(s) of meals specified in this Agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR Section 225.2, shall claim reimbursement only for the type(s) of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This Agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR Section 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the CDF.
- (9) To submit claims for reimbursement in as specified in 7 CFR Section 226.9.
- (10) In the storage, preparation, and service of food, to maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- (11) To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7 CFR Part 250 (FDP).
- (12) To have access to facilities necessary for storing, preparing, and serving food.
- (13) To maintain a financial management system as prescribed by the CDE.
- (14) Upon request, to make all Program accounts and records available to state, federal, and/or other authorized officials for audit or administrative review, at a reasonable time and place.
- (15) To maintain all Program records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
- (16) To maintain children on site while meals are consumed.

CERTIFICATION REGARDING LOBBYING -- CHILD NUTRITION PROGRAMS

section is applicable to grants, subgrants, cooperative Agreements, and contracts exceeding \$100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by 31 USC Section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

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No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to Influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an emplo of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and which all subrecipients shall certify and disclose accordingly.

CERTIFICATION REGARDING STATE AND FEDERAL DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

As required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 182, for grantees, as defined at 2 CFR 182, Subpart B:

- A. The applicant certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going, drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The grantee's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b).
 (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

	Place of Performance (street address, city, county, state, zip cod	(e):
	9150 E. Imperial Hwy, Rm: C68-D62	,
	Downey, CA 90242	
i		

Check I if there are workplaces on file that are not identified here.

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Grantees Who Are Individuals

; quired by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, for grantees, as defined at 2 CFR Part 182, Subpart C;

- As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 2 CFR Part 180 970.

- A The applicant [Sponsor] certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature 200 April 100					
Signature of Attinorized Officia	or Designated Representative	Date			
JUNE 1	~	04/03/2017			
Printed name of Authorized Off	ficial or Designated Representative	Title			
Stephanie Sasnauskas		Food Services Consultant			
Telephone number	Fax number	E-mail			
562.940.2570	562.658.4745	Stephanie.sasnauskas@probation.lacounty.gov			
49 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	nhouse				
Contact person if different from	above	E-mail and phone number			

Vendor's Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

- **1. Nutrition Program Director** (Probation, Food and Nutrition Services Director). The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
- 2. Nutrition Program Manager (Contracted Kitchen Food Services Manager/Director). The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
- **3. Nutrition Program Staff** (Contracted Food Services Staff). School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the food service structure, and that the definitions apply whether or not the food service is operated by a Vendor. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to the Vendor's staff performing any of the duties described above.

The Vendor shall only place staff for work in the Probation Department that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The Probation Department shall ensure that all staff the Vendor proposes for placement meet the minimum professional standards.
- The Vendor shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the Probation Department. The Vendor shall remove from the Probation Department's premises any staff who fail to take the required annual training.
 - The Vendor shall provide the Probation Department with a list of proposed employees and evidence that they meet the professional standards.

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PROP A REVIEW - FOOD SERVICES AT CENTRAL JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS FOR THE PERIOD FROM JANUARY 1, 2022 - DECEMBER 31, 2022

COUNTY COSTS

Direct Costs

Salaries -

Classification	2022-23 (1) Monthly Max Salary	No. of Positions	No. of Months	Total
Secretary II	4,856.00		0	-
Food Service Consultant	8,497.00		0	-
Administrative Assistant II	6,576.10	0.25	3	19,728.30
Nutritionist II	6,706.91		0	-
Nutritionist I	5,727.91	0.00	0	-
Staff Assistant II Staff Assistant I	6,321.73 5,229.00	0.00 1.00	0 12	62.748.00
Intermediate Typist Clerk	4,096.18	1.00	12	62,748.00 49,154.16
Senior Food Service Manager	7,776.74	0.25	3	23,330.22
Senior Cook	4,690.74	2.00	24	112,577.76
Chief Cook	5,784.64	1.00	12	69,415.68
Head Cook	5,307.00	1.00	12	63,684.00
Cook	3,996.82	3.00	36	143,885.52
Intermediate FSW	3,337.91	0.00	0	143,065.52
Food Services Worker	3,171.36	7.00	84	266,394.24
Food Services Worker Food Services Manager	•	1.00	12	· ·
ŭ	7,293.36			87,520.32
Subtotal	89,369.40	17.50	210	898,438.20
	Cost of living adjustr	ment (COLA)	0.00%	-
	COLA Adjusted Sub	total		898,438.20
	Less: 5th Step Salar	y Savings (6.908	3%)	(62,064.11) (2)
	Total Direct Salaries	;		836,374.09
	Employee Benefits		59.665%	499,022.60 (3)
	Total Salaries & Em	ployee Benefits	=	1,335,396.69
Insurance				14,502.36 (4)
Supplies				14,235.00 (4)
Postage / FedEx / DHL				298.56 (4) 3,920.04 (4)
Safety Program Kitchen smallware				7,117.56 (4)
Kitchen/Dining Paper & Plastics				104,390.04 (4)
Chemicals / Supplies				6,480.60 (4)
Telephone Services / Long Distance				22,221.00 (4)
Maintenance & Repair				14,943.00 (4)
Management Travel & Education				1,940.28 (4)
Licenses & Permits				1,611.96 (4)
Computer Support				9,390.00 (4)
Software application fees				2,400.00 (4)
Miscellaneous				1,717.68 (4)
Vehicle Repair Gas and Oil Contracted Services				4,494.12 (4) 4,115.88 (4)
Food				638,981.40 (4)
Services & Supplies			_	852,759.48
			=	
Indirect Costs				(5)

ATTACHMENT II

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PROP A REVIEW - FOOD SERVICES AT CENTRAL JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS

	Total Estimated Avoidable Costs	2,188,156.17
CONTRACTING COSTS		
Direct Costs		1,723,346.90
Indirect Costs		46,164.00
Sales Tax		38,872.50
<u>Profit</u>		30,303.40
	Total Contract Costs (Direct plus Indirect)	1,838,686.80
Estimated Savings from Contracting	(Avoidable Costs less Contract Costs)	349,469.37
Percent of Savings		15.97%

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal and Nuestra Comunidad.

II. A list of firms from which the Department solicited offers:

The Probation Department's Food Services Bidder's list is attached.(Attachment III-A)

- III. On final analysis and consideration of award, Morrison Management Specialists, Inc. was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for Morrison Management Specialists, Inc. is attached as Attachment 111-B

Food Services Bidder's List

ATTACHMENT III-A

	Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Contact E-Mail
1	Advansys	6653 Baird Avenue	Reseda	CA	91335			
2	American Food Management	1801 E. Cotati	Rohnert Park	CA	94928			
3	Andre's Food Corporation	923 6th Street	Santa Monica	CA	90403			
4	Aramark Corporation	18732 34th Avenue SE	Bothell	WA	98012			
5	B.F.N. Enterprises/Capri Enterprises	928 Capri Road	Leucadia	CA	92024			
6	California Dining Services	4700 West Ramona Blvd.	Monterey Park	CA	91754			
7	California Fast Food Services	2221 Honolulu Avenue	Montrose	CA	91020			
8	California Food Safety Center	264 South La Cienega Blvd., 490	Beverly Hills	CA	90211			
9	California Nutrition Center	11305 Avalon Blvd.	Los Angeles	CA	90061			
10	Campus Cuisine	3505 Cadillac Avenue, #O- 109	Costa Mesa	CA	92626- 1429			
11	Cantrell Catering	1027 North Rose Street	Burbank	CA	91505			
12	Chambertin Company	2680 Cordelia Road	Los Angeles	CA	90049			
13	Classic Catering	5812 East Olympic Blvd.	Los Angeles	CA	90040			
14	Concession Management Services, Inc.	340 Arden Blvd.	Los Angeles	CA	90020			
15	Copehagen	1510 W. Burbank Blvd.	Burbank	CA	91506			

Food Services Bidder's List

ATTACHMENT III-A

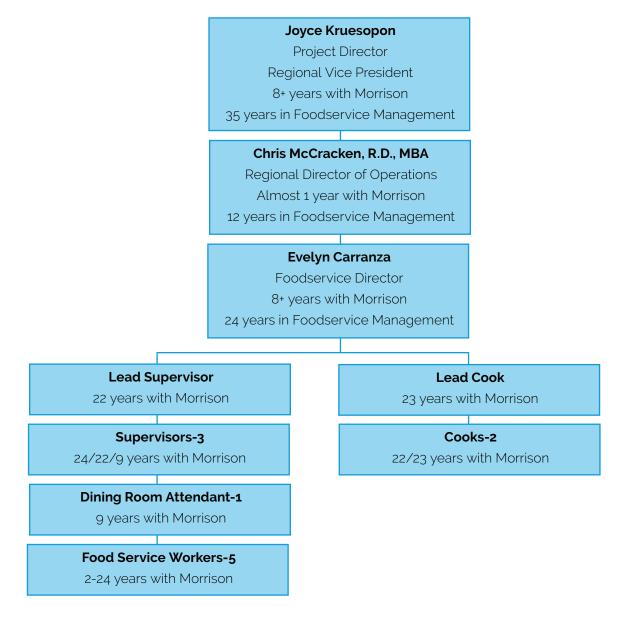
16	Correctional Food Services Management	5727 North Black Canyon Highway	Phoenix	AZ	85015- 2208			
17	Fisherman's Grotto	15950 Hesperian Blvd.	San Lorenzo	CA	94580			
18	Golden Bake	12120 Park St.	Cerritos	CA	90703	Michael Kronk	Regional Sales Manager	mkront@goldenbake.com
19	Goldenwest Services	2350 West 17th Street	Long Beach	CA	90813			
20	Huntington Culinary, Inc.	5122 Bolsa Ave., Suite 102	Huntington Beach	CA	92649			
21	Industrial Speciality Products	333 South Malt Avenue	Los Angeles	CA	90040- 3125			
22	Intergrated Support Solutions	14558 Sylvan Avenue	Van Nuys	CA	91401			
23	Laura's French Baking Company	6721 Alameda Street	Los Angeles	CA	90001			
24	Le Blanc's Arco & Mini Mart	17595 Grand Avenue	Lake Elsinore	CA	92530			
25	LIEU-CAP	641 Westminster Avenue	Venice	CA	90201			
26	Los Jarritos	5351 S. Atlantic Blvd.	Maywood	CA	90270			
27	Metropolitan Culinary Services, Inc.	2627 North Hollywood Way	Burbank	CA	91505			
28	Mike Slatinsky	10535 Wilshire Blvd., Ste. 1003	Los Angeles	CA	90245			
29	Mira Costa Food Service	701 South Peck Avenue	Manhattan Beach	CA	90266			
30	Moe's Product Dist., Inc.	8630 Ramona St.	Bellflower	CA	90706	Moses L. Collins, Jr.	(562) 305-3054	mcollins@mopnsop.com
31	Morrison's Management Specialists, Inc.	1727 Axenty Way	Redondo Beach	CA	90278			

Food Services Bidder's List

ATTACHMENT III-A

32	Mountain View Services	625 Amigos Drive	Redlands	CA	92373			
33	Nubia's Catering Service	1330 Silverlake Blvd.	Los Angeles	CA	90026- 2243			
34	Palladium Foods	6215 Sunset Blvd.	Hollywood	CA	90028			
35	Quality Foods & Catering	10950 Burbank Blvd.	North Hollywood	CA	91601			
36	Unicorn Express Enterprises, Inc.	1080 South Los Robles	Pasadena	CA	91106			
37	Unihealth America	1423 South Grand Avenue	Los Angeles	CA	90015			
38	United Food Group	3501 East Vernon Avenue	Los Angeles	CA	90058			
39	US Foods	10773 Overland Avenue	Culver City	CA	90230	Thomas Johnson, Territory	310-291-0738	Thomas.Johnson@usfoods. com
40	Watts Health Foundation, Inc.	10300 Compton Ave.	Los Angeles	CA	90002			

Organizational Chart for Central Juvenile Hall



ATTACHMENT IV

Soliciation Number:

6402002

Title:

RFP for Food Services at Central Juvenile Hall

Department:

Probation

Bid Type:

Service

Bid Amount:

N/A

Commodity:

CONSULTING SERVICES - FOOD SERVICE

The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Central Juvenile Hall.

Description:

The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Central Juvenile Hall.

Less

Open Day:

8/21/2020

Close Date:

10/9/2020 12:00:00 PM

Contact Name:

Yvonne Humphrey

Contact Phone:

(562) 658-4321

Contact Email:

Yvonne.Humphrey@probation.lacounty.gov

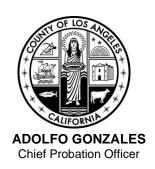
Last Changed On: 8/21/2020 11:07:31 AM

Attachment File (1) Click here to download attachment files.

BOARD LETTER/MEMO CLUSTER FACT SHEET

 X
 Board Letter
 □ Board Memo
 □ Other

CLUSTER AGENDA REVIEW DATE	3/23/2022	
BOARD MEETING DATE	4/5/2022	
SUPERVISORIAL DISTRICT AFFECTED	X All 1st	2 nd 3 rd 4 th 5 th
DEPARTMENT(S)	Probation	
SUBJECT	Approval of a Contract to	o provide Food Services at Barry J. Nidorf Juvenile Hall.
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes N	0
SOLE SOURCE CONTRACT	☐ Yes X No	
	If Yes, please explain w	hy:
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: \$1,800,000 Annually	Funding source: Probation Administrative Services
	TERMS (if applicable):	
		o commence May 1, 2022 through April 30, 2023 with an option 4) twelve-month option periods, not to exceed five (5) years.
	Explanation: N/A	, (c, ,
PURPOSE OF REQUEST	Healthcare Inc., to provi	Probation Officer to obtain approval of a contract with Morrison de food services at Barry J. Nidorf Juvenile Hall for the County n Department (Probation).
BACKGROUND (include internal/external issues that may exist including any related motions)	Angeles County Code C	s authorized by the Los Angeles County Charter 44.7 and Los Chapter 2.121 (Proposition A). Probation has complied with all cting with private businesses under Los Angeles County Code
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes <u>X</u> No	
	If Yes, please explain ho	DW:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes X No If Yes, please state which	ch one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # &	Email:
	Robert Smythe, Adminis	strative Deputy
	(562) 940-2516 robert.smythe@probation	n.lacountv.gov
	James T. Johnson, Adm (562) 940-2825	inistrative Services Division Manager
	James.Johnson@proba	tion.lacounty.gov



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242 (562) 940 – 2728



April 5, 2022

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 CONTRACT WITH MORRISON HEALTHCARE, INC. TO PROVIDE FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of a contract with Morrison Healthcare, Inc. (Morrison) to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that food services provided under the recommended contract will be more economically performed by the contractor rather than by County employees.
- 2. Approve and instruct the Chair to sign the attached contract (Attachment I) with Morrison to provide food services at Barry J. Nidorf Juvenile Hall for an initial estimated contract amount of \$1,800,000, commencing on May 1, 2022, through April 30, 2023.
- 3. Delegate authority to the Chief Probation Officer to prepare and execute contract amendments to extend the contract term for up to four (4) additional 12-month periods, at an estimated annual amount of \$1,800,000 upon approval as to form by County Counsel.

- 4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to this contract to decrease or increase either the contract amount or the contract period, not to exceed 10% of the per unit cost and/or 180 days to the period of performance, pursuant to the terms contained therein, upon approval as to form by County Counsel.
- 5. Delegate authority to the Chief Probation Officer or their designee to approve non-material, technical, and administrative changes to the contract, necessary changes to the scope of service, and if necessary, authority to terminate, in whole or in part, the contract with Morrison.

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTIONS:

The purpose of the recommended actions is to obtain approval of the attached contract (Attachment I) with Morrison to provide food services at Barry J. Nidorf Juvenile Hall (BJNJH) for the County of Los Angeles Probation Department (Probation).

Probation has contracted for food services at BJNJH since 1981. BJNJH is an institutional setting that has a unique work location. It is open seven days a week, 24 hours a day. The contractor's major function is to provide reliable food services that include the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contracted services must be performed in accordance with County standards and in a manner consistent with the long-range plans, goals and objectives of providing quality food at BJNJH.

Probation provides oversight of the contractor and will ensure accountability for the services provided. Approval of this contract will enable Probation to continue receiving food services at BJNJH. The recommended contract will commence on May 1, 2022 or following approval by your Board, whichever is later.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FINANCIAL IMPACT/FINANCING:

The estimated annual cost of this contract is \$1,800,000. The annual savings to the County is estimated at \$357,000 (Attachment II). The price per meal at the meal range of 1000-1099 for Youth Meals is \$3.74, Youth Meals under National School Lunch Program (NSLP) is \$4.07 and the range for Adult Meals is 300-399 at \$4.09 per meal. Because the annual number of meals cannot be projected with certainty given the fluctuations of juveniles entering the system, the actual contract savings may be more or less than estimated.

The Honorable Board of Supervisors April 5, 2022 Page 3

Funding for this contract is included in Probation's FY 2021-2022 Adopted Budget. The recommended contract includes provisions for non-appropriation of funds and budget reductions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since 1981, Probation has contracted for food services at BJNJH. The need for food services continues to exist at this location. The scope of work for this contract includes the purchase, delivery, storage, preparation and serving of food to all juveniles and authorized personnel at BJNJH. The contractor will also be responsible for all related recordkeeping, and sanitation requirements.

The initial term of this contract shall be effective May 1, 2022, through April 30, 2023. The recommended contract is authorized by Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. All requirements of Los Angeles County Code Section 2.121.380 have been met.

Probation determined that the Living Wage Ordinance applies to the recommended contract. The contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter 2.201).

The recommended contract contains the Board's required contract provisions, including those pertaining to consideration of qualified county employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support Program.

Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

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

CONTRACTING PROCESS:

To solicit for these services, a competitive Request for Proposals (RFP) process was utilized and issued on August 21, 2020. Through the solicitation and competitive negotiation process, approximately forty (40) letters were sent to service providers.

Attachment III provides the process used for contracting with community business enterprises. Advertisements were run in the Los Angeles Times, Lynwood Journal and Nuestra Comunidad. The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department (Attachment IV) and Probation websites. As a result, seven (7) potential providers registered for the

The Honorable Board of Supervisors April 5, 2022 Page 4

Mandatory Proposer's Conference and site visit (Conference) and five (5) potential providers attended the Conference.

Three (3) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by Morrison and Trinity Services Group passed the initial screening and proceeded to the final evaluation process. The proposal submitted by Better 4 You Meals did not pass the initial screening and did not proceed to the final evaluation process. The proposals that passed the initial screening were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, 4) living wage compliance, and 5) proposed cost.

Morrison received the highest overall rating. Morrison submitted a responsive proposal that reflected a good understanding of the services to be provided. Morrison demonstrated they were experienced and capable of providing the required services. There were no protests received as part of this solicitation. The current contract expires on April 30, 2022.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

This contract will continue the current level of services to Probation.

Respectfully submitted,

ADOLFO GONZALES
Chief Probation Officer

AG: TH: DS: yh

Enclosures

c: Executive Officer/Clerk of the Board County Counsel Chief Executive Officer

W:\ASB-CONTRACTS\0000ASB CONTRACTS NEW\Food Services\1 Barry J. Nidorf\2020\9 Board Letter\BoardLTR_BJNJH.doc



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

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B-B2	Pricing Sheets		
С	Contractor's Proposed Schedule		
D	Contractor's EEO Certification		
E	County's Administration		
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G	COVID-19 Vaccination Certification of Compliance and Confidentiality Forms.		
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I	Safely Surrendered Baby Law		
J	Living Wage Ordinance		
K	Living Wage Rate Annual Adjustments		
L	Payroll Statement of Compliance		
M	Intentionally Omitted		
N	Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)		
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Р	Intentionally Omitted		
Q	Background Request Form		
R	Contract Discrepancy Report		
S	Employee's Acknowledgement of Employer		
Т	Defaulted Property Tax Reduction Program/Form		
U	Confidentiality of CORI Information		
V	Perf	ormance Requirements Summary (PRS) Chart	
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Υ	Sample Medical/Modified Diets
Z	Substitution List
AA	Sample Menu Production Record
BB	Sample Menu Production Record NSLP
CC	California Department of Industrial Relations Public Works Payroll Reporting Form
DD	Equipment and Buildings Maintenance Procedure
EE	Maintenance Responsibility
FF	Suspension and Debarment Certification
GG	Consumable Supplies
НН	Movement Control Meal Count
II	Daily Meal Receipt
JJ	Daily Meal Receipt NSLP
KK	Permanent Single Agreement for Child Nutrition Programs
LL	Vendor Professional Standards

CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

MORRISON HEALTHCARE INC.

FOR

FOOD SERVICES AT BARRY J. NIDORF JUVENILE HALL

This Contract ("Contract") made and entered into this ___ day of _____, 2022 by and between the County of Los Angeles, hereinafter referred to as County and Morrison Healthcare Inc., hereinafter referred to as "Contractor". Morrison Healthcare Inc., is located at 1727 Axenty Way, Redondo Beach, CA 90278.

RECITALS

WHEREAS, the County of Los Angeles Probation Department may contract with private businesses for Food Services when certain requirements are met; and

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

WHEREAS, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor, which has proposed and desires to provide Food Services to the County; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Food Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250.

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

1 APPLICABLE DOCUMENTS

Exhibits A, B-B2, C, D, E, F, G, G1, G2, G3, H, I, J, K L, N, Q, R, S, T, U, V, W, W-W2, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, and LL, 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-B2 Pricing Sheets
- 1.3 EXHIBIT C Contractor's Proposed Schedule
- 1.4 EXHIBIT D Contractor's EEO Certification
- 1.5 EXHIBIT E County's Administration
- 1.6 EXHIBIT F Contractor's Administration
- 1.7 EXHIBIT G COVID-19 Vaccination Certification of Compliance and Confidentiality Forms
 - G1 Contractor Acknowledgement and Confidentiality Agreement
 - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
 - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law
- 1.10 EXHIBIT J Living Wage Ordinance
- 1.11 EXHIBIT K Living Wage Rate Annual Adjustments
- 1.12 EXHIBIT L Payroll Statement of Compliance
- 1.13 EXHIBIT M Intentionally Omitted
- 1.14 EXHIBIT N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- 1.15 EXHIBIT O Intentionally Omitted
- 1.16 EXHIBIT P Intentionally Omitted
- 1.17 EXHIBIT Q Background Request Form
- 1.18 EXHIBIT R Contract Discrepancy Report
- 1.19 EXHIBIT S Employee's Acknowledgement of Employer
- 1.20 EXHIBIT T Defaulted Property Tax Reduction Program/Form
- 1.21 EXHIBIT U Confidentiality of CORI Information
- 1.22 EXHIBIT V Performance Requirements Summary (PRS) Chart
- 1.23 EXHIBIT W-W2 Weekly Menu
- 1.24 EXHIBIT X Addendum to Menu
- 1.25 EXHIBIT Y Sample Medical/Modified Diets
- 1.26 EXHIBIT Z Substitution List
- 1.27 EXHIBIT AA Sample Menu Production Record
- 1.28 EXHIBIT BB Sample Menu Production Record NSLP
- 1.29 EXHIBIT CC California Department of Industrial Relations Public Works
 Payroll Reporting Form
- 1.30 EXHIBIT DD Equipment and Buildings Maintenance Procedure
- 1.31 EXHIBIT EE Maintenance Responsibility
- 1.32 EXHIBIT FF Suspension and Debarment Certification
- 1.33 EXHIBIT GG Consumable Supplies
- 1.34 EXHIBIT HH Movement Control Meal Count
- 1.35 EXHIBIT II Daily Meal Receipt
- 1.36 EXHIBIT JJ Daily Meal Receipt NSLP
- 1.37 EXHIBIT KK Permanent Single Agreement for Child Nutrition Programs
- 1.38 EXHIBIT LL Vendor Professional Standards

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) signed by both parties and, [if Probation elects to participate in the National School Lunch Program (NSLP), approved by the CDE].

2 DEFINITIONS

2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.
 - 2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
 - 2.1.1.2 **Contract:** This agreement executed between the County and the Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
 - 2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
 - 2.1.1.4 **Contractor's Project Director:** Person designated by the Contractor to administer the Contract operations after the Contract award.
 - 2.1.1.5 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract.
 - 2.1.1.6 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
 - 2.1.1.7 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
 - 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
 - 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.1.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the Contract services.
- 2.1.1.11 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.1.12 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to the Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

3 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 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 for a one (1) year period commencing through ______, unless sooner terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional one (1) year periods for a maximum total Contract term of five (5) years.

The County maintains a database that tracks/monitors the Contractor's 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.

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

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Contract Sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with the cost listed in Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The annual Contract Sum, inclusive of all applicable taxes, is estimated at \$1,800,000 for the term of the Contract and each subsequent twelve (12) month option periods. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided by the Contractor under this Contract consistent with Exhibit B (Pricing Sheet - Youth Meals) or Exhibit B1 (Pricing Sheet - Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet - Adult Meals). The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

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 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 occur only 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 Probation at the address herein provided in Exhibit E (County's Administration).

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

5.4.1 The Contractor shall have no claim against the County for payment of any money or reimbursement, 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 the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration-termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work), and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Sheet Youth Meals) or Exhibit B1 (Pricing Sheet Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet Adult Meals) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet Youth Meals) or Exhibit B1 (Pricing Sheet Youth Meals Under NSLP) and Exhibit B2 (Pricing Sheet Adult Meals).
- 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.

PROP A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

Exhibit L - Payroll Statement of Compliance

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

County of Los Angeles Probation Department Attention: Fiscal Department, P-73 9150 East Imperial Highway Downey, California 90242

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Intentionally Omitted**

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is

necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

5.8 Exemption to Sales Tax

- 5.8.1 Sales of meals and food products to the County in juvenile facilities may be eligible for exemption to sales tax as follows:
 - 5.8.1.1 When the County is considered as reselling to the students (youth) because of the liability incurred by the relatives of the youth; or
 - 5.8.1.2 When the County is considered as reselling to the U.S. Government under the Federal School Lunch Program.
 - 5.8.1.3 The County will cooperate with the Contractor in providing data on the actual number of meals which may be exempt from taxation during the Contract. Payment shall be made by the Contractor; however, the County shall reimburse to the Contractor any sales tax that is actually paid by the Contractor.
 - 5.8.1.4 Except as herein expressly provided, the County shall have no liability or responsibility for any taxes which may be imposed in connection with or resulting from this Contract or the Contractor's performance hereunder.

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 Contract Manager

- 6.2.1 The role of the County's Contract Manager may include:
 - 6.2.1.1 Coordinating with the Contractor and ensuring the Contractor's performance of the Contract; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

6.3 County's Program Manager

- 6.3.1 The role of the County's Program Manager is authorized to include:
 - 6.3.1.1 Meeting with the Contractor's Project Director on a regular basis; and
 - 6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall the Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Monitor

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

7 ADMINISTRATION OF CONTRACT- CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Staff

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

- 7.5.1 The Contractor shall submit the names of the Contractor's or the subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or the subcontractor's employees. The County shall have the right to conduct background investigations of the Contractor's or the subcontractor's employees at any time. The Contractor's or the subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.
- 7.5.2 No personnel employed by the Contractor or the subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 7.5.3 The County reserves the right, in its sole discretion, to preclude the Contractor or the subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.5.4 No Contractor or subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.5 The Contractor or the subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal conviction record or any pending criminal trial to the County.
- 7.5.6 Because the County is charged by the State for checking the criminal records of the Contractor's or the subcontractor's employees, the County will bill the Contractor to recover these expenses. The current amount is forty-nine dollars (\$49.00) per record check, which is subject to change by the State.

7.6 Confidentiality

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

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall inform all of its officers, employees, agents and the subcontractors providing services hereunder of the confidentiality provisions of this Contract.
 - 7.6.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
 - 7.6.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
 - 7.6.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign

and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

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

7.6.4 Confidentiality of Adult and Juvenile Records

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

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

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

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.4 [If Probation elects to participate in the NSLP, no amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party. Any change that results in a material change or any proposed renewals of this contract may, at the determination of the CDE, either void this Contract or require Probation to rebid the Contract. Following are examples of substantive changes that could require Probation to rebid the Contract:
 - The addition of a program

- A major shift in responsibilities for the Contractor/Probation staff
- A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 CFR § 3016.36 [g][2][iv] and [v])]

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/ mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate 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 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 Authorization Warranty

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

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

8.5 Complaints

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

8.5.2 Complaint Procedures

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

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

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or the subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into

any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

[If Probation elects to participate in the NSLP and the Contractor agrees that in the operation of the NSLP and School Breakfast Program (SBP), no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies, Probation and the Contractor shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations, and statutes; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR Sections 15, 15a, and 15b); and Food Nutrition Section Instruction 113.1 per (7 CFR § 210.23(b)).]

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.

- 8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing shortterm, temporary services of ninety (90) days or less within a twelve (12) month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.8.2.3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a

written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this contract and as codified in 2 CFR, Sections 200.318[c][1] and 400.2; California Government Code, Sections 1090 and 87100. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN-GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who 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 the subcontractors of the County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the 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 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. The Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

[If Probation elects to participate in the NSLP, they shall ensure that the contracted food service operation is in conformance with Exhibit KK (Probation's Permanent Single Agreement for Child Nutrition Programs) with the CDE and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16 (a)(3)) to confirm compliance.]

8.16 Damage to County Facilities, Buildings or Grounds

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

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to the County not less than ten (10) days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

Yvonne Humphrey, Contract Analyst Los Angeles County Probation Department Contracts & Grants Management Division 9150 East Imperial Highway, Room D-29

Downey, CA 90242

E-mail address: Yvonne.Humphrey@probation.lacounty.gov

Fax#: (562) 658-2307

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

any approved program.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

General Aggregate: \$4 million

Products/Completed Operations Aggregate: \$4 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

8.25.4 Unique Insurance Coverage

- 8.25.4.1 Intentionally Omitted
- 8.25.4.2 Intentionally Omitted

8.25.4.3 Property Coverage

The Contractors given exclusive use of the 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 the 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.

- 8.25.4.4 Intentionally Omitted
- 8.25.4.5 Intentionally Omitted
- 8.25.4.6 Intentionally Omitted
- 8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

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

Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit V (Performance Requirements Summary (PRS) Chart), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the Contractor's prices decline or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at

prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit 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 the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Program Manager and/or the County's Contract Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager and/or the County's Contract Manager is not able to

resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit 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 Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

- Any documents submitted by the Contractor, all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public 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 Program

Manager. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. 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, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- In addition to the above, the Contractor agrees, should the County 8.38.5 or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

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 Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of such documents to:

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

E-mail address: <u>Yvonne.Humphrey@probation.lacounty.gov</u>

- 8.40.9 [If Probation elects to participate in the NSLP, the following rules apply per 2 CFR § 200.321:
 - (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.]

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 a default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
 - 8.43.1.1 The Contractor has materially breached this Contract; or
 - 8.43.1.2 The 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 The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of this 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 the County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

8.52.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

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

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 COVID-19 Vaccinations of County Contractor Personnel

- 1. At Contractor's sole cost, the Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 Administration, Division 4. All employees of the Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").
- 2. Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 3. Prior to assigning Contractor Personnel to perform In-Person Services, the Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record

- Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from the Contractors who follow the CDPH vaccination records guidelines and standards. The Contractor shall also provide written notice to the County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. The Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract and must provide such records to the County for audit purposes, when required by the County.
- 4. The Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If the Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by the County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with the County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
 - a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by the County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 5. In addition to complying with the requirements of this section, the Contractor shall also comply with all other applicable local,

departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J (Living Wage Program Ordinance) and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

- 9.1.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth in Exhibit K (Living Wage Rate Annual Adjustment), for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below Paragraph 9.1.2.5 under the Contract.
- 9.1.2.2 For purposes of this paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract.

"Full-time" means a minimum of forty (40) hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than thirty-five (35) hours worked per week will not, in any event, be considered full-time.

- 9.1.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 9.1.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- 9.1.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that

time; and 2) With respect to travel by an employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided in Exhibit L (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of the Contractor's employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this paragraph, the County shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding of Payment</u>. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may

- include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. <u>Withholding Payment</u>. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a

given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of fifty dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it

is necessary to use non-full-time employees based on staffing efficiency or the County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

- 1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act: and
 - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six (6) months prior to the date of this new Contract,

- which predecessor Contract was terminated by the County prior to its expiration; and
- c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
- 2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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

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

"Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- 9.3 Intentionally Omitted
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted
- 9.6 Intentionally Omitted
- 9.7 Intentionally Omitted
- 9.8 Intentionally Omitted
- 9.9 Intentionally Omitted
- 9.10 Gratuities

9.10.1 Attempt to Secure Favorable Treatment

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

9.10.2 Contractor Notification to County

A Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Contractor's submission being eliminated from consideration.

9.10.3 Form of Improper Consideration

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

9.11 Suspension and Debarment Certification

If Probation elects to participate in the NSLP, the California Department of Education School Nutrition Program - Suspension and Debarment certification must be completed by the Contractor each time Probation renews or extends an existing Contract that exceeds one hundred thousand dollars (\$100,000). instances, Probation must obtain a completed Suspension and Debarment Certification from either the potential proponent or existing Contractor before any transactions can occur between the sponsor and the proponent or the Contractor (7 CFR, Part 3017, Section 3017.510). This certification is required as part of the original proposal, Contract renewal, or Contract extension to assure Probation that neither the proponent nor any of its key employees have been proposed for debarment, debarred, or suspended by a The completed certification, Exhibit FF Federal Agency. (Suspension and Debarment Certification), is to be attached to the signed Contract and maintained on file by Probation.

9.12 Equipment Changes/Additions and Facility Alterations/Repairs Deemed Necessary by Contractor

The Contractor shall describe the equipment, if any, necessary to supplement or replace existing Probation equipment and Probation facility alterations/repairs to support the Contractor's service hereunder. Such description shall include, but not be limited to: a list of equipment, including the price (less investment tax credit); quantity of items, serial numbers (if applicable); a detailed description of the equipment and a detailed statement of any installation cost and/or any alterations/repair costs.

9.12.1 Facility Alterations

9.12.1.1 In the event that the Contract results in the alterations/repair of any County facility by the Contractor, then prior to the commencement of any such alterations/repair the Contractor shall obtain prior written approval of the plans and specifications for such alterations/repair from Probation and the Internal Services Department.

The Internal Services Department may condition its approval upon the posting of such performance, labor and material bonds (with the County named as an additional obligee) as will assure the satisfactory and timely completion of the proposed alterations/repair.

- 9.12.1.2 In the event that the Contract results in any alterations/repair of a County facility where the estimated costs of such alterations/repair, including labor and material, exceeds ten thousand dollars (\$10,000), then the alterations/repair may be subject to the competitive bidding requirements of State law.
- 9.12.1.3 The cost of any equipment purchased or facility repair or alterations required by the Contractor, shall be depreciated fully on a straight line basis over the period from the date of acquisitions by the Contractor to the expiration date of 60 months following implementation of the Contract. The financing and acquisition of any such equipment and the alterations/repair of any County property will be subject to the provisions of the State Constitution, statutes, regulations and County ordinances as well as prior approval of the County including the Chief Probation Officer and other concerned officers.

9.13 Equipment and Other Personal Property

9.13.1 Except as otherwise provided below, all equipment and other personal property which will be acquired by purchase or lease for the performance of services hereunder, which will be paid for by the County, and which may be or may become County property, may be acquired by the County's Internal Services Department either from the Contractor or from any other provider, except that consumable items pertaining to the performance of services by the Contractor hereunder (e.g., raw food, cleaning supplies) may be acquired independently by the Contractor.

In the acquisition of all equipment and other personal property for services hereunder, the Contractor shall comply with all requirements of the Superintendent or Services Director and the County's Internal Services Department. All

deliveries of equipment and other personal property shall be at times and on routes approved by the Superintendent.

- 9.13.2 All equipment to be used by the Contractor for the performance of services hereunder shall be subject to the prior approval of the Superintendent or Services Director.
- 9.13.3 The Contractor shall purchase as described pursuant to Section 9.16, Paragraph 9.16.2. The cost of any such equipment which is purchased by the Contractor shall be depreciated/amortized fully on a straight line monthly basis over the period from the date of acquisition by the Contractor to and including the expiration of 84-months following implementation of the Contract.

The Contractor shall be responsible for normal and appropriate equipment installation. If necessary, the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to install such equipment or the County may deduct such costs from any amounts due to the Contractor from the County hereunder.

The time for acquisition of such equipment shall be in accordance with a schedule approved by Superintendent. The Contractor shall purchase equipment in a timely manner consistent with the needs of the County. For this Contract's purpose timeliness is defined as 30-45 days following approval of Superintendent or Services Director.

9.14 Amortization – County Property

Any new equipment purchased, installed and amortized by the Contractor in performance of this Contract and/or any alterations, modifications or repairs of the facility will become County property, except as provided in Paragraph 9.16 below. At the expiration of 84 months following implementation of the Contract, title to all such equipment shall be transferred to the County without any charge to the County.

The Contractor shall submit the New Equipment Inventory Form to the County Program Manager ten (10) working days after receipt of such equipment.

9.15 Equipment Replacement

If the Contractor uses County equipment, etc., the County will replace equipment and utensils which are damaged or worn out when their repair or further maintenance is not considered by the County to be economically feasible and it has been determined by the County that there has not been negligence on the part of the Contractor. The Contractor must pay the County for the cost of replacing equipment and utensils, less normal depreciation, if the Contractor is found by the County to have been negligent in their use, care, control and/or maintenance.

9.16 Equipment Purchase Option

In the event that the Contract is terminated prior to completion of the 84-month period, the County shall have the option to purchase any such equipment purchased by the Contractor by paying the Contractor the cost of such equipment less accumulated prior payments.

In the event that the Contract is terminated prior to completion of 84month period and the County does not exercise such option to purchase such equipment, then:

- 9.16.1 The Contractor may enter County premises where such equipment is located and take possession of such equipment and retain all prior payments regarding such equipment as full compensation for their use and depreciation.
- 9.16.2 If the Contractor takes possession of such equipment then the Contractor shall reimburse the County for any costs incurred by the County, as determined by the County, to restore County's premises to the condition as existed prior to the installation of such equipment or the County may deduct such costs from any amounts due to the Contractor from the County.

9.17 State and Federal Regulations

The Contractor shall read, understand and agree to comply with the obligations imposed by Section 306 of the Federal Clean Air Act, Federal Clean Water Act including Section 508, Executive Order 11738, the Environmental Protection Agency regulations, and any

subsequent amendments as may apply to this Contract. Violations of various environmental regulations will be reported to the USDA FNS and the U.S. Environmental Protection Agency (EPA). The Contractor shall not utilize facility listed on the EPA list of Violating Facilities.

[If Probation elects to participate in the NSLP, the Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.]

The Contractor must comply with Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Workers are compensated for hours worked in excess of 40 hours per week at the rate of one and one-half times the basic rate, or the County will not allow overtime.

9.18 Prevailing Wages for Covered Crafts

- 9.18.1 The Contractor, its subcontractors, agents, and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code as well as all other applicable Federal, State, local laws related to labor.
- 9.18.2 The Contractor, its subcontractors, agents and employees shall pay the prevailing wage rate established by the State Department of Industrial Relations Public Works Payroll Reporting Form to those employees who perform work which is subject to the prevailing wage requirement of the California Labor Code.
- 9.18.3 The Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for each craft or type of workman covered by the prevailing wage requirement needed to execute the maintenance position of this Contract and shall certify in writing that the posting of the copy of the determination required by Labor Code Section 1773.2 has been completed.
- 9.18.4 The Contractor shall collect, maintain and submit on a monthly basis to the County Exhibit CC (California Department of Industrial Relations Public Works Payroll Reporting Form) for each covered worker who performs work at Barry J. Nidorf Juvenile Hall along with its certification thereof in the form shown on Exhibit CC

- (California Department of Industrial Relations Public Works Payroll Reporting Form).
- 9.18.5 The Contractor, its subcontractors, agents and employees shall comply with Labor Code Section 1777.5 with respect to employment of apprentices.
- 9.18.6 The Contractor, its subcontractors, agents and employees are directed to the requirements of the Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered crafts and neither the Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of the covered work described herein for more than eight (8) hours during any one calendar day or more than forty (40) hours during any one calendar week except as authorized by Labor Code Section 1815. For each violation of the provisions of Labor Code Sections 1811 through 1815, the Contractor shall forfeit to the County the penalty set forth therein.

9.19 Termination for Cause

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the Contractor, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Contract may also be terminated, in whole or in part, by the Contractor upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 CFR § 3016.43, or 7 CFR § 3016.44(a), pursuant to 7 CFR § 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

/

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

	COUNTY OF LOS ANGELES	
	By Chair, Board of Supervisors	
ATTEST:		
CELIA ZAVALA Executive Officer of the Board of Supervisors		
By:		
	CONTRACTOR:	
	Morrison Healthcare Inc. By: By: Second State State	
	Tim Pierce	
	Name (Typed or Printed)	
	CEO, Healthcare Title	
APPROVED AS TO FORM:	riue	
RODRIGO A. CASTRO-SILVA COUNTY COUNSEL		
By <u>Jason C Carnevals</u> JASON C. CARNEVALE DEPUTY COUNTY COUNSEL		

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The Contractor shall provide approximately 1,000 youth meals and approximately 300 adult meals each day at Barry J. Nidorf Juvenile Hall (BJNJH). The anticipated average number of meals to be served per day is 1,300. This includes breakfast, lunch, dinner, night meals, sack lunches, and special diet meals. However, the actual number of meals served per day may be less than or greater than the above figure due to unpredictable facility population fluctuations.

If Probation elects to participate in the National School Lunch Program (NSLP), the Contractor shall comply with all regulations and requirements of the NSLP as directed by Probation. The Contractor shall provide the actual cost of all foods purchased and used in the execution of this Contract. In addition, all food service costs shall be broken down by "Program Costs" versus "Non-Program Costs", per 7 CFR § 250.51, 7 CFR § 510.14 (f) and as required by the California Department of Education (CDE). Program Costs are any costs (including staff labor) related to providing meals that are counted toward the reimbursement claim for meals provided under the NSLP. Generally, Program Costs are all costs associated with preparing NSLP Breakfasts and NSLP Lunch meals for youth participating in the NSLP, including medical and special diet meals provided during the NSLP breakfast and NSLP lunch meal periods. Non-Program Costs are any costs not related to providing meals under the NSLP. Generally, Non-Program Costs (including staff labor) are costs associated with providing morning supplements for youth, dinners for youth, some sack meals for youth even if served at breakfast or lunch; sack meals for adults; lunch, breakfast and dinner meals for adults, and staff dining room meals and beverages are all considered non-program costs.

2.0 SPECIFIC TASKS, ADDITIONS AND/OR DELETIONS OF FACILITIES

- 2.1 The Contractor shall provide meals for breakfast, lunch and dinner which must be delivered to approximately 19 serving areas for youth and adults each day at fixed times. There shall not be more than 14 hours between dinner and breakfast meals, unless an hours of sleep (HS) snack is provided.
 - 2.1.1 The Contractor shall provide early breakfasts and late lunches in one or two of the serving areas as identified by the Superintendent and/or Services Director.
 - 2.1.2 A noon meal shall be served to staff members and guests on weekdays in the staff dining room.

- 2.1.3 A soup and salad bar shall be set up at noon and served to staff members and guests on weekdays in the staff dining room.
- 2.1.4 Night meals shall be served at a time designated by the Superintendent and/or Services Director at one serving area for staff assigned to the night shift. These meals shall be the same as either the lunch meal or dinner meal.
- 2.1.5 The Contractor shall prepare sack lunches for weekday and weekend purposes when ordered by the Superintendent and/or Services Director.
- 2.1.6 The Contractor shall not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event per 7 CFR § 210.21[e] if Probation elects to participate in the NSLP.
- 2.1.7 The Contractor shall provide youth special holiday meals as instructed by Probation's Food and Nutrition Services Director. Holiday meals must be pre-approved by Probation's Registered Dietitian and will be planned at least one month in advance. A sample of holiday menus to be provided include the following: Spring Holiday, Memorial Day, 4th of July, the Winter Holiday, Thanksgiving, and others as instructed by Probation's Food and Nutrition Services Director.

2.1.8 Medical and Modified Diets/Diet Manuals

Medical and modified diet meals, such as diabetic or religious meals, may be required and shall be prepared by the Contractor as ordered by authorized medical personnel on an as-needed basis. The Contractor shall consult Probation's Food Services Consultant to ensure that appropriate diet requirements are met.

An up-to-date Medical Diet Manual developed by Probation's Registered Dietitian and approved by a physician authorized by Probation shall be used by the Contractor. The Medical Diet Manual shall be kept in the facility kitchen and used for the preparation of medical and modified diet meals as required by the Juvenile Title 15 guidelines. Refer to Exhibit Y (Sample Medical /Modified Diets) for a sample of the types of medical and modified diets to be provided at this facility. The specific medical and modified diets to be provided by the Contractor are as indicated in the Medical Diet Manual and as prescribed the attending physician via diet order. The approved medical and modified diets that must be provided are subject to change.

2.2 Daily Meal Orders

The estimated daily number of meals needed for breakfast, lunch, dinner, night meals, sack lunches and meals to be served in the staff dining room will be provided to the Contractor at least two (2) hours prior to the time these meals are to be served or by standing order.

2.3 Provision of Staff Dining Room Meals

The Contractor shall ensure that meals served in the staff dining room are only to those employees or guests who present a meal ticket, sign for their meal on the sign-in sheet located in the staff dining room, or present written approval from the Superintendent or Services Director to receive a meal.

2.4 Daily Count of Meals Provided

- 2.4.1 The number of meals ordered and provided, including special diet meals and staff dining room meals constitute the number of actual meals that shall be counted and reported each day under the Contract.
- 2.4.2 The Contractor and the Superintendent and/or Services Director will reconcile the actual meals ordered and provided each day. In the event of any dispute regarding the number of meals ordered and provided and the subsequent charges, the Superintendent or designee shall resolve any discrepancy by using the sum of the count of the actual number of meals received by Probation as determined by the daily meal order, daily staff dining room meal tickets received, daily sign-in sheet signatures and daily written meal approvals received by the Contractor.

2.5 Supply of Food Items

The Contractor shall provide all food for meals specified in this Contract. The Contractor shall not accept for preparation, reheating or storage any food items not purchased by the Contractor.

2.6 Meal Times

The Contractor shall provide meals at fixed times seven (7) days a week usually at 6:30 a.m., 11:35 a.m. and 5:00 p.m. as determined by the Superintendent. No deviations are permitted without the express written permission of the Superintendent and/or Services Director.

2.7 Menu

- 2.7.1 The Contractor shall follow Exhibit W (Weekly Menu) or Exhibit W1 (Weekly Menu, NSLP) as well as the indicated portion sizes therein. The enclosed menu is a sample of a typical Probation menu. Exact menu foods can and will change, however the meal patterns remain the same and are in compliance with NSLP, Title 15 or both.
- 2.7.2 If Probation elects to participate in the NSLP, at breakfast and lunch, the Contractor shall comply with Probation's NSLP Menus as well as the indicated portion sizes therein in addition to any food components, meal patterns and nutritional requirements established by Probation's Registered Dietitian.
- 2.7.3 Any deviation from the authorized menu (Title 15 or NSLP), requested by any person including the Contractor, shall first be approved by Probation's Registered Dietitian. All approved deviations and/or substitutions shall be documented on the Menu Production Records.
- 2.7.4 The Contractor shall create a separate 5-week cycle menu for daily planned adult lunch meals served in the staff dining hall. The adult menu shall be based on the 5-week cycle menu for youth and shall include the following components on an entrée (which includes a protein source), two sides (such as potato, rice or dinner roll), a serving of vegetable, a serving of fruit and a beverage. The Contractor shall provide Probation with the per meal cost for the adult menus based on the food items in the attached Exhibit W (Weekly Menu), and if Probation elects to participate in the NSLP, Exhibit W1 (Weekly Menu, NSLP).

2.8 Menu Production Records

Exhibit AA (Sample Menu Production Record) must be completed in full each day and maintained on file to demonstrate that all food items on the day's planned menu have been prepared in a quantity that is adequate to feed the number of youth eating meals on a given day considering the portion size indicated on the menu. Menu Production Records serve to document daily meal production.

If Probation elects to participate in the NSLP, Exhibit BB (Sample Menu Production Record NSLP) shall be used to document that meals claimed for reimbursement meet the requirements of the NSLP.

Menu Production Records must be maintained on file and must be made available for NSLP reviews as well as Probation, Standards and Compliance inspections. All Menu Production Records shall include the following information:

- 2.8.1 Date and site where the meal is served.
- 2.8.2 A list of all food items served at each meal period as indicated by the approved 5-week cycle menu. Include any desserts, condiments, snacks or additional items served. Any substitutions shall be noted by strikethrough of the planned menu item and written notation of the substitute served.
- 2.8.3 The recipe number of each approved standardized recipe used. Note any deviation.
- 2.8.4 Number of times the recipe was multiplied.
- 2.8.5 The portion size of each menu item to be served. Note any deviation from the planned menu.
- 2.8.6 The contribution of each menu item to the appropriate meal pattern(s), Juvenile Title 15 and/or NSLP.
- 2.8.7 The quantity of each food item used must be recorded in common units of measurement, i.e., number, size, and weight or volume. These must be traceable to itemized receipts. The amounts of each food item to be prepared must be computed using the Food Buying Guide.
- 2.8.8 All menu item substitutions shall be documented on the Menu Production Record. Substitutions must be made in accordance with Probation approved Exhibit Z (Substitution List).
- 2.8.9 Number of actual meal servings prepared.
- 2.8.10 Number of servings of leftover, a la carte, and adult portions must be recorded. All leftovers must be listed whether or not they are going to be used at another time.
- 2.8.11 All condiments, sauces, and/or accompaniments not contributing to the meal pattern must be recorded.
- 2.8.12 The Food Buying Guide must be used as a reference to determine correct amounts of food to prepare.

2.9 Food Quality Standards for Youth 5-Week Cycle Menu

- 2.9.1 All food items must meet quality, quantity and temperature standards, as established by Probation, NSLP regulations, current California Retail Food Code, Juvenile Title 15 regulations, and the County Board of Supervisors requirements at the time of serving.
- 2.9.2 Food for youth must be obtained from an "approved source" as per the current California Retail Food Code.
- 2.9.3 A child nutrition (CN) label or a signed Product Formulation Statement on company letterhead from the manufacturer and Nutrition Facts label must be kept on file to confirm any processed food item meets required standards.
- 2.9.4 All potentially hazardous food shall be kept at or above 135°F. (hot foods); or held at or below 41° F (cold foods). Potentially hazardous food is defined as food capable of supporting rapid and progressive growth of microorganisms that may cause food infections or intoxications.
- 2.9.5 Details regarding the menu, minimum standards, sack meal definitions and holidays subject to menu variations are included as part of Exhibit X (Addendum to Menu).
- 2.9.6 Prioritize food preparation techniques including grilling, roasting, stir-fry, baking and poaching with minimal deep-frying used as a preparation method.
- 2.9.7 The Contractor shall comply with sodium levels and standards as indicated in Juvenile Title 15 regulations, sodium target levels defined by the NSLP, and sodium levels required by Probation's Registered Dietitian.
- 2.9.8 The Contractor shall purchase and serve only 100% fruit juice with no added sweeteners.
- 2.9.9 The Contractor shall purchase and serve only fat-free or 1% fat milk. Milk shall contain no added sweeteners (unless indicated on the menu). Yogurt shall be sugar free, lite, low-fat or non-fat or as indicated on the menu.
- 2.9.10 Canned or frozen fruits, purchased and served, shall be packed in their own juices, lite syrup or water or as indicated on the menu.

- 2.9.11 The Contractor shall purchase and serve plant-based or regular mayonnaise and low-fat, lite and/or low sodium salad dressings and sauces or as indicated on the menu.
- 2.9.12 All vegetables shall be fresh or frozen and if canned, the Contractor shall purchase and serve only low sodium canned vegetables or as indicated on the menu.
- 2.9.13 The Contractor shall notify the County of their inability to purchase and serve low fat, low calorie or low sodium food items.
- 2.9.14 The Contractor shall serve only freshly cracked whole eggs.
- 2.9.15 The Contractor shall purchase and serve California grown and produced food when that option is available and affordable.
- 2.9.16 The Contractor shall not purchase or serve foods that meet the U.S. Department of Agriculture (USDA) definition of Foods of Minimal Nutritional Value (FMNV). These foods include: Soda water, water ices, chewing gum, certain candies (hard candy, jellies, gums, marshmallows candies, fondant, licorice, spun candy, candy coated popcorn). For further details, refer to: http://www.fns.usda.gov/cnd/menu/fmnv.htm
- 2.9.17 The Contractor shall comply with all nutrition guidelines outlined in this agreement, as well as any future Board of Supervisor policies concerning nutrition guidelines, Juvenile Title 15 Regulations, and/or NSLP regulations.
- 2.9.18 As required by NSLP and Title 15 regulations, Probation requires all prospective food vendors to submit a nutrition facts label with ingredient list along with either a CN (Child Nutrition) label or a Product Formulation Statement (PFS) for any processed food item or food item containing more than one ingredient being offered in response to a solicitation for foods that will be used in meals for youth. The nutrition facts labels, ingredient lists and CN label or PFS documents certify how food items contribute to NSLP meal pattern requirements. If the product is CN labeled, a copy of the CN label must accompany the product offering. If the product is not CN labeled, a PFS must accompany the product offering. All PFS provided must include all requirements set by the NSLP. Information on CN labeling and PFS can be found at: http://www.fns.usda.gov/cnd/cnlabeling/foodmanufacturers.htm

2.9.19 Buy American Requirements (If Probation elects to participate in the NSLP)

- 2.9.19.1 The Contractor shall submit statements for all processed agricultural products at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
- 2.9.19.2 The Contractor must notify Probation in writing at least 10 days **prior** to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for Probation to consider and provide an explanation for the following:
 - 2.9.19.2.1 Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
 - 2.9.19.2.2 Why competitive bids reveal the cost of the domestic product is significantly higher (greater than 15% per purchase unit) than the nondomestic product.
- 2.9.19.3 The contractor will provide certification of domestic origin for products which do not have country of origin labels.

2.10 Portion Sizes

The portion sizes to be served by the Contractor are per approved amounts in the 5-week cycle menus or as otherwise indicated by Probation's Food Services Consultant. These portions are in accordance with NSLP and Title 15 regulations.

2.11 Additional Food Items to be Supplied

2.11.1 Only snacks indicated on the 5-week cycle menus or snacks that have been ordered by a physician for a particular youth who has a condition which requires them to receive supplemental foods/snacks may be provided to youth.

- 2.11.2 The Contractor shall provide and maintain stocks of food items (fruits, milk and breakfast foods), to be served by Probation staff to youth as a substitute meal, after regular meal hours, at serving areas designated by the Superintendent and/or Services Director.
- 2.11.3 Only a physician can order special diet meals (i.e. Kosher, Vegan, Halal, etc.), nutritional items, supplements or snacks for a particular youth who has a medical condition that requires such. The method for computing charges for special nutritional items beyond those listed in the 5-week cycle menu must be proposed by the Contractor. Charges will be paid through separate invoice, listing food, supplies and labor to prevent double billing. Separate charges will be pre-approved by Probation's Food Services Consultant.

2.12 Pre-Meal Preparation

- 2.12.1 All final preparation of hot food shall be done no more than two (2) hours prior to the serving time and final preparation of cold food shall be done no more than four (4) hours before the time of the meal.
- 2.12.2 All vegetables must be cooked the same day they are to be served.
- 2.12.3 No food shall be prepared more than one (1) day before serving, unless they are commercially prepared frozen foods.
- 2.12.4 Leftovers shall be labeled and dated as to date of preparation and shall not be stored more than three days in the refrigerator. Leftovers are not to be served to youth. The most current California Retail Food Code (Cal Code) regulations must be observed when handling leftovers.
- 2.12.5 Probation shall not pay for meals that are spoiled at delivery, do not meet Juvenile Title 15 standards or NSLP (if applicable) per the Contract or otherwise do not fulfill the specifications of the Contract.

2.13 Preparing and Serving Food

- 2.13.1 Probation shall make available the existing kitchen facility and the hot & cold food cart service system used for delivering meals to the various serving areas.
- 2.13.2 The Contractor shall provide additional pots, pans, serving trays, utensils and other small items required in the kitchen and serving areas.

- 2.13.3 The Contractor must maintain food carts in good working condition always, including ability to maintain proper temperatures. Any damaged carts such as electrical cords exposed, etc. should be placed out of service until repaired.
- 2.13.4 Meals will be served within sixty (60) minutes of being plated.
- 2.13.5 The Contractor shall operate Mobile Platform Trucks (electric trams) for delivery to the serving locations, if applicable to the Contractor's delivery system.

2.14 After Meal Clean-up

- 2.14.1 After meals are concluded, the Contractor shall remove food carts, disposable plastic and paper supplies from the serving areas and return them to the kitchen.
- 2.14.2 The Contractor shall clean the kitchen, dining rooms which are not an integral part of the living units, and pantries used by the Contractor following the serving of each meal.
- 2.14.3 All pots, pans, dishes, utensils and flatware are to be washed, rinsed, and sanitized in accordance with current California Retail Food Code regulations.
- 2.14.4 All work areas, work tables, sinks, stoves, ovens and mixers must be washed and sanitized after each meal.
- 2.14.5 Trash and garbage from units, pantries and all other areas served by the Contractor shall be removed by the Contractor within one (1) hour after completion of food service. All trash and garbage shall be removed by the Contractor to the facility trash site, stored in impervious containers, and the trash site cleaned.
- 2.14.6 All large equipment, including walk-in and reach-in refrigerators, large ovens, hoods, vents and warmers must be washed and sanitized at least once a week.

2.15 Bonding

Employee bonding is required. The Contractor shall be responsible for furnishing insurance certificate or proof of coverage.

2.16 Control

Probation shall retain control of the nonprofit food service account (cafeteria fund) and the quality, extent and general nature of the food service program.

2.17 United States Department of Agriculture (USDA) Surplus Foods

- 2.17.1 Acquisition of USDA Foods for Use in NSLP Meals
 - 2.17.1.1 If requested by Probation, the Contractor shall accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service such commodities donated to Probation by the Food and Nutrition Service Section (FNS) under the USDA Commodity Distribution Program to the fullest extent possible in the preparation of meals. Probation shall order available donated food commodities from the USDA FNS after conferring with representative(s) of the Contractor as to the type and quantity of such commodities which can be incorporated into the meals prepared. Probation shall be invoiced by USDA FNS for payment of any and all costs of delivering such commodities to the Contractor.
 - 2.17.1.2 The Contractor shall keep records with respect to the receipt, use and inventory of USDA donated commodities as well as formulas, receipts, loadout sheets, bills of lading and other processing and shipping records to substantiate the use of donated commodities. Any commodities received by Probation and made available to the Contractor shall be for the benefit of Probation's food service program.
 - 2.17.1.3 The Contractor's books and records which pertain to Probation's food service program shall be retained for a period of five (5) years from the close of the Federal fiscal year to which they pertain and shall be made available for inspection by either state, federal authorized Probation representatives at any time, without prior notice, during normal office hours.
 - 2.17.1.4 The Contractor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
 - 2.17.1.5 The Contractor must use all donated beef, pork, and all processed end products, in Probation's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in Probation's food service program.

- 2.17.1.6 Donated commodities not utilized by the Contractor must be returned to Probation.
- 2.17.1.7 The Contractor may dispose of, by sale, any empty containers in which commodities are received and shall apply as a credit against the cost of this Contract any funds received from the sale of such containers. Before any such sale, the Contractor shall obliterate or remove all restrictive markings on the containers if the containers are sold for commercial reuse. The Contractor may dispose of (1) any and all empty containers in which commodities are received, or (2) waste from donated commodities by a regular garbage disposal. The Contractor shall be under no obligation to first attempt to sell such containers for waste prior to such disposal.

2.18 Utilization/Control of USDA Commodities

The utilization/control of surplus commodities are subject to the following requirements:

- 2.18.1 The Contractor shall take a monthly physical inventory of the USDA donated commodities on the last calendar day of each month. The monthly physical inventory shall include for each item: the donated foods on hand at the beginning of the month, the quantity used during the month, the balance at the end of the month, the fair market value of each item used, and the total value of the donated foods used.
- 2.18.2 The Contractor shall complete Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, and Exhibit HH (Movement Control Meal Count) obtained from Probation and forward them to Probation's Registered Dietitian within two days after the close of each month.
- 2.18.3 The Contractor shall credit Probation the USDA current fair market value of all the USDA donated foods used during each month as shown in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable. Credit by the Contractor shall be against the Contractor's monthly charge for the food service operations provided.

The USDA value of the donated foods shall be determined by the most recent pricing information published by the USDA FNS at the time the Contract is approved.

The credit for the USDA donated foods used each month shall be based upon the USDA value of the actual donated foods used and not upon the commercial price of a similar product (i.e., the credit for the use of USDA donated butter shall be based on the current USDA value of donated butter, not on the cost of margarine).

The Contractor shall ensure that the procurement of processed end product on behalf of the County, as applicable, will ensure compliance with the requirements of subpart C of 7 CFR § 250 and with the provisions of distributing or the County's processing agreements, and will ensure crediting the County for the value of donated foods contained in such end products at the Processing Agreement value per 7 CFR § 250.53 (7).

The Contractor shall ensure that they will not itself enter into the Processing Agreement with the Processor required in subpart C of 7 CFR § 250.

The Contractor shall comply with the storage and inventory requirements for donated foods per 7 CFR § 250.53 (a)(9).

The extension or renewal of the Contract, if applicable, is contingent upon the fulfillment of all Contract provisions relating to donated foods.

- 2.18.4 Probation shall review and verify the information in Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable, prepared by the Contractor monthly. After receipt of the monthly invoices from the Contractor, Probation shall forward to USDA FNS on a monthly basis the documentation showing receipt of the credit for the fair market value of the donated foods used for the month along with Exhibit II (Daily Meal Receipt) or Exhibit JJ (Daily Meal Receipt NSLP), if applicable.
- 2.18.5 Probation shall pay the USDA FNS service and handling fees for USDA donated foods.
- 2.18.6 Donated foods ordered by Probation from the USDA FNS shall be delivered to and used at the site for which they were ordered.
- 2.18.7 The Contractor must comply with all requirements pertaining to the NSLP and USDA regulations regarding the administration of grants, and all applicable state laws and regulations.

2.19 Inventory, Accounting and Reporting

If Probation elects to participate in the NSLP, the Contractor will provide Probation with an invoice that contains the following information per 7 CFR § 250.51, 7 CFR § 210.14 (f) and as required by the California Department of Education, the food cost of reimbursable meals, food cost from program versus non-program food, revenues from non-program foods, and total revenue net of any applicable credits.

If Probation is participating in the NSLP and also elects to participate in the USDA Commodity Foods Distribution Program (USDA Food Program), in accordance with 7 CFR § 250.51 (a)(b)(c), the Contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Contractor shall identify the method by which they will report discounts, rebates and other applicable credits allocable to the Contract and they must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to Probation.

If Probation elects to participate in the NSLP, the inventory, accounting and reporting requirements of the NSLP must be met by the Contractor and such reports given to Probation's Business Office. The Contractor shall prepare food production worksheets for breakfast, lunch, and dinner meals prior to the day of service per Exhibit BB (Sample Menu Production Record NSLP). The worksheets must reflect all NSLP requirements. The Contractor shall maintain records that Probation needs to support its claim for reimbursement. The Contractor must report this information to Probation at the end of each month.

If Probation elects to participate in the NSLP, Probation and the Contractor shall make all accounts and records pertaining to the food service program available to the California Department of Education School Nutrition Program and USDA FNS for audit and review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period for as long as required for resolution of issues raised by the audit.

If Probation elects to participate in the NSLP, interest, fines, penalties, finance charges, that may accrue under this Contract are not allowable expenses to the nonprofit food service account (cafeteria fund). Probation will not pay unallowable expenses from Probation's cafeteria fund.

2.20 Emergency Food Service Plan

- 2.20.1 The amount and kind of emergency food kept on hand by the Contractor for a two (2) week period shall be agreed upon between Probation's Food and Nutrition Services Section and the Contractor.
- 2.20.2 The Contractor shall maintain a list of emergency items on hand.
- 2.20.3 The Contractor shall maintain an emergency menu showing the type of meals to be prepared for breakfast, lunch, and dinner for the two (2) week period.

2.21 Emergency Conditions/Inoperable Facility

2.21.1 Emergency Conditions

In the case of emergency or unusual event, all employees of the Contractor located on-site shall be subject to direction of the Superintendent. The Contractor and its employees shall cross picket lines and provide services contracted for during any work action or strike, to the extent permitted by law, including the National Labor Act and any similar State law. In the event of a County labor dispute which affects the delivery of services hereunder, the Contractor may submit to Superintendent a claim for additional costs incurred in providing food service. Such claim shall be submitted to the County Board of Supervisors for approval. This procedure shall also be followed when other emergencies not related to work action occur.

2.21.2 Inoperable Facility

In the event the County's facility, kitchen, or part thereof, becomes inoperable due to fire, earthquake, flood, riot or other event outside the control of the Contractor, additional expenses to provide the Contract services, as agreed to by the Superintendent, shall be borne by the County in the event the County elects to continue the Contracts; however, should such event outside the control of the Contractor cause the Contracts to be inoperable, the County shall have the right to terminate the Contracts without further obligations for food services.

2.22 Food, Equipment & Utensil Reimbursement

2.22.1 Staples and Consumable Supplies

If applicable, a food staples and consumable supplies inventory will be taken prior to the start of the Contract by the Contractor and the County. All of these items will be given a dollar value based on cost of purchase. The County shall receive a credit against the Contract payments based upon this agreed-upon dollar value.

2.22.2 Equipment, Utensils and Non-Consumable Supplies

- 2.22.2.1 A complete inventory of all equipment, utensils and non-consumable supplies as well as their specific condition will be taken by the Contractor and the County at the start of the Contract. Another inventory will be taken at the close of the Contract. All equipment and utensils must be returned to the County in the same condition as received, less consideration for normal wear and tear.
- 2.22.2.2 The Contractor shall reimburse the County, at a reasonable cost to be determined by the Superintendent, for the missing or broken County equipment, utensils or non-consumable supplies at the close of the Contract or the County may offset said cost against any monies due to the Contractor from the County.

2.23 Maintenance, Repair & Modification of Facility & Equipment

2.23.1 Condition of Kitchen at Contract Inception

The County will provide complete, operable and sanitary kitchen at Contract inception.

2.24 Health Standards and Cleanliness

The Contractor shall meet the County's Department of Health Services standards and State health regulations, including those for cleanliness at all times and with the Board of State and Community Corrections (BSCC), Juvenile Title 15, Article 9 and all current law. It is the Contractor's daily responsibility to keep the entire interior of the kitchen building, staff dining room, all equipment, storage rooms, trash area and individual serving areas (including exterior and interior doors and windows) clean and in a sanitary condition to preclude any infestation by vermin, insects or

rodents. The Contractor will be responsible for cleaning up any areas outside the kitchen where food or trash is spilled by the Contractor. The Contractor shall develop and maintain a cleaning schedule showing work completion dates for cleaning all large equipment, (i.e., walk-in and reachin refrigerators, large ovens, hoods, vents and warmers) as a record for compliance with these requirements.

2.25 Inspections

2.25.1 Inspection of Food

The Contractor guarantees the quality and wholesomeness of all food served notwithstanding any inspections or supervision by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section.

2.25.2 Inspection of Food Preparation and Serving Areas

The kitchen, staff dining room and serving areas shall be accessible and subject to inspection by the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section at any time. These persons may sample any of the food served for any meal.

2.25.3 Inspection of Off-Site Areas

In the event food is stored or prepared off-site, the Superintendent, Services Director, designee and/or Probation's Food and Nutrition Services Section shall have the right to inspect such location(s) at any time.

Inspection of books and records which pertain to the Probation's food service program shall be made available for inspection by either County, State or Federal representatives at any time without prior notice during normal office hours.

2.25.4 Inspection by Other Agencies

The kitchen, staff dining room, serving areas and/or any off-site food preparation or storage location(s) used by the Contractor shall be subject to inspection by any authorized County staff and staff of other appropriate public entities responsible for inspection of County juvenile facilities.

2.25.5 Inspection of Equipment

The County reserves the right to conduct periodic inspection and audits concerning the condition of all assigned kitchen components and equipment during the term of this Contract. The Contractor shall report all building and equipment deficiencies to the Services Director prior to making any alterations for repairs.

2.26 Care and Maintenance of Equipment

The Contractor shall be responsible for all equipment which requires human effort to operate, including but not limited to: dishwashers, mixers, toasters, and trams, food carts, ovens and stoves. The Contractor will have the direct responsibility for maintaining the above equipment in working condition at all times per Exhibit EE (Maintenance Responsibility).

2.27 Security of Supplies and Equipment

The Contractor is responsible for and must provide security for all supplies and equipment used in the course of the Contracts in the kitchen building, pantries, dining rooms and those serving areas under their exclusive control.

2.28 Delivery of Supplies to Facility

Deliveries of supplies to the facility for the kitchen must be at times and on routes acceptable to the Services Director.

2.29 Government Observations

The County and/or personnel from other governmental jurisdictions, other than the Contract Manager may from time to time be authorized by Probation to observe Contract operations. However, these personnel will not unreasonably interfere with the Contractor's performance.

2.30 Photocopy/Duplicating

The Contractor must provide for any necessary photocopying/duplicating at his own expense.

2.31 Laws and Limitations

The Contractor agrees to comply with all applicable local, State and Federal laws and regulations including CAL OSHA standards for HIV, Hepatitis B, etc. The Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules and regulations governing the agencies and departments involved. Where the Contractor believes changes in codes, laws, rules and regulations are needed to

effect desirable improvements, he/she shall so indicate. Such changes, if deemed appropriate, shall be sought by the County at its discretion.

2.32 Signature Authority

Probation shall retain signature authority for all contractual agreements entered into in connection with the food service program and on the NSLP Contract, the Free Policy Statement, and the claim for reimbursement. Probation shall be responsible for determining eligibility for free meals.

2.33 Work Outside of Scope of Contract

The Contractor agrees that any work performed outside the scope of the Statement of Work, without the prior written approval of Probation in accordance with Contract, Section 8.1, Amendments, shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim therefore against Probation.

2.34 Food Services Plan

The Contractor is responsible for following Probation's Food Services Plan, including the associated policies and procedures therein, which has been approved by Probation and is in compliance with Public Health regulations and the BSCC, Juvenile Title 15, Article 9, Section 1464 guidelines.

2.35 Addition/Deletion of Facilities

The Contractor is responsible for providing food and related services for Barry J. Nidorf Juvenile Hall. Facilities, work force and/or work hours may be added or deleted during the Agreement term upon at least a five (5) calendar day written notice by Probation.

- a. Facilities may be added to the Contract at an amount agreed between Probation and the Contractor at the time of adding the facility. The amount agreed upon shall be consistent with the Contractor's costs for existing services for similar facilities.
- b. Emergency and additional staff or work hours added to an existing facility in the Contract will be compensated at the per meal cost proposed by the Contractor.
- c. If additional supplies are required on a regular basis, Probation will determine if there is to be an increase in costs.

All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendment.

3.0 QUALITY CONTROL

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

- 3.1 An inspection system covering all the services listed in Exhibit V (Performance Requirements Summary Chart). It must specify the activities to be inspected on a schedule or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 3.3 A file of inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of the Contract.
- 3.4 The methods to ensure uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees, or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the Contractor's inability to perform the terms of the Contract.
- 3.5 The methods to ensure confidentiality of participant records and information while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records and prevent the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

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

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

If Probation elects to participate in the NSLP, the Department shall ensure that the contracted food service operation is in conformance with Exhibit KK (Permanent Single Agreement for Child Nutrition Programs) with the California Department of Education and Exhibit LL (Vendor Professional Standards) and shall monitor the food service operation through periodic onsite visits per (7 CFR Sections 210.16(a)(2) and 210.16 (a)(3)) to confirm compliance.

4.1 <u>Performance Evaluation Meetings</u>

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

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

4.4 Contract Discrepancy Report

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

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

4.5 County Observations

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

5.0 **DEFINITIONS**

- Acceptable Quality Level Standard (AQLS) A measure to express the variance from a standard before Probation can apply damages as specified in Exhibit V (Performance Requirements Summary Chart). An AQLS does not imply that the Contractor performed in a substandard way. It is required that the Contractor correct all defects whenever possible. A variance from AQLS can result in a credit to Probation against the monthly charge for the Contractor's services.
- 5.2 <u>Cafeteria Fund</u> A restricted account used with the National School Lunch Program in which all of the revenue from all food service operations, conducted by Probation principally for the benefit of the youth, is retained and used only for the operation or improvement of the nonprofit food service.
- 5.3 <u>Contract Discrepancy Report (CDR)</u> A report prepared by the County's Program Manager to inform the Contractor of substandard service.
- 5.4 <u>Contract Start Date</u> The date the Contractor begins work in accord with the terms of the Contract.
- 5.5 <u>Contractor's Project Director</u> Person designated by the Contractor to administer Contract operations after the Contract award.
- 5.6 <u>County's Contract Manager</u> Person designated by the County with actual and apparent authority on contractual and/or administrative matters relating to this Contract.
- 5.7 <u>County's Contract Monitor</u> Person who monitors the Contract and provides reports to the County's Contract Manager and County's Program Manager.
- 5.8 <u>County's Program Manager</u> Person designated by the County to manage the operations under this Contract.
- 5.9 <u>Food and Nutrition Services Section</u> County of Los Angeles Probation Department operational section that has the responsibility of overseeing and enforcing the standards and compliance of Probation's Food Service Operations.

- 5.10 <u>Food Services Consultant</u> Probation employee who is a Registered Dietitian Nutritionist who provides consultative services to the Department regarding food and nutrition.
- 5.11 <u>Food Services Manager</u> Person designated by the Contractor to manage food service operations within Probation. Ensures the operation follows policies and procedures and meets federal and state requirements.
- 5.12 <u>Liquidated Damages</u> The monetary amount deducted from the Contractor's payment due to non-compliance with the Contract and/or substandard performance.
- 5.13 National School Lunch Program (NSLP) A federally assisted meal program.
- 5.14 <u>Participant Records</u> Personal and social history, including criminal information of a juvenile offender. The records include legal documents and other information, which are confidential. The information is not to be discussed with or disclosed to unauthorized persons as defined by Probation.
- 5.15 <u>Performance Requirements Summary (PRS)</u> The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met.
- 5.16 <u>Probation's Registered Dietitian</u> Probation employee who is a Registered Dietitian Nutritionist and has the responsibility for writing and ensuring compliance with all Probation menus.
- 5.17 <u>Processing Agreement</u> An agreement a recipient agency (i.e., Probation) makes to Contract with a commercial food processor to convert raw bulk USDA foods into more convenient, ready-to-use end products.
- 5.18 <u>Processor</u> A commercial food processor that converts raw bulk USDA foods into more convenient, ready-to-use end products.
- 5.19 <u>Quality Assurance Plan</u> The plan developed by Probation specifically to monitor Contract compliance with the elements listed in the Performance Requirements Summary (PRS).
- 5.20 Quality Control Plan All necessary measures taken by the Contractor to ensure that the quality of service meets Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.21 Random Sample A sampling method where each item in a lot has an equal chance of being selected.

- 5.22 <u>Services Director</u> Manages the support services at a Probation Department Juvenile Hall.
- 5.23 <u>Superintendent</u> The Senior Director of Barry J. Nidorf Juvenile Hall. He/she or his/her designee will make the decisions for the facility.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract – County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Subparagraph 8.1 Amendments.

6.2 Furnished Items

The County shall not provide materials, equipment and/or services necessary to operate this Contract except as listed below:

6.2.1 County Provision of Utilities

6.2.1.1 On-Site Provisions

The County will provide all utilities to the kitchen, including gas, electricity, heat, steam, sewage with traps and water. Telephones which handle incoming calls and calls within the facilities shall be provided by the County at the facilities.

6.2.2 County Provision of Services

6.2.2.1 The County shall be responsible for maintaining equipment which does not require human effort to operate including, but not limited to, walk-in refrigerators, freezers, fixed plumbing, heating and lights. Refer to Exhibit EE (Maintenance Responsibility).

- 6.2.2.2 The County shall provide fuel to operate food trams.
- 6.2.2.3 The County shall provide regular weekly extermination service at a pre-scheduled time between 8:00 a.m. and 5:00 p.m.
- 6.2.2.4 Pick up of trash and garbage from dumpsters at the facility trash site shall be provided at County's expense.
- 6.2.2.5 The County shall provide bins, liners and signage for organic waste recycling.
- 6.2.2.6 Parking for the Contractor personnel will be provided when available. In the event the County implements paid parking, the Contractor will be responsible to pay the parking fee. The County is not responsible for any damage to vehicles owned by the Contractor or the Contractor's employees.

6.2.3 Maintenance of Certifications

The County shall maintain applicable health certifications if the Contractor prepares and serves food on County premises and will ensure the Contractor meets all state and local regulations when preparing and serving meals. If the Contractor prepares or serves food in a facility not located on County premises, the Contractor shall maintain state and local health certifications for the facility and shall maintain the certifications for the duration of the Contracts.

CONTRACTOR

6.3 Project Director

- 6.3.1 The Contractor shall provide its own full-time officer or employee as the Project Director and clearly identify the person in the proposal. The Project Director/authorized agent shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, including County holidays. An answering service (or voicemail) is not acceptable. The Project Director shall provide management and coordination of this Contract and shall act as the sole contact person with the County.
- 6.3.2 When Contract work is performed at times other than described above or when the Project Director cannot be present, and with prior approval of the County's Program Manager, an equally responsible agent shall be designated to act as the Project Director.

- 6.3.3 The Project Director shall have at least three (3) years of demonstrated previous experience within the last five (5) years in the management and operation of food services or functions of similar scope.
- 6.3.4 The Project Director/authorized agent shall have actual and apparent authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Director/authorized agent shall read, write, speak and understand English.
- 6.3.5 The Project Director shall be available between 8:00 a.m. to 5:00 p.m., P.T., Monday through Friday including County holidays, to meet with County personnel designated by the County to discuss problem areas.
- 6.3.6 The County shall have exclusive right to review and approve the Project Director. The County shall have the exclusive right to remove the Project Director and any replacement recommended by the Contractor.
- 6.3.7 The Project Director shall meet monthly, or as requested by the County, with the County's Program Manager and other designated staff, including the County's Contract Monitor and inspect the facilities to ensure the quality of the services being performed. A summary report of their findings, including any deficiencies, will be prepared by the Program Manager and submitted to the Contractor for remedial action, and a copy will be provided to the Contract Development Section.

6.4 Personnel

- 6.4.1 The Contractor shall provide competent staff to perform the terms of the Contract. The County shall have the exclusive right to review and approve staff prior to assignment.
- 6.4.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed a confidentiality form that meets the standards of the County of Los Angeles Probation Department regarding access to confidential Criminal Offender Record Information (CORI). The Contractor shall retain the original CORI form and forward a copy to the County's Program Manager within five (5) business days of start of employment. The CORI form is listed in Exhibit U (Confidentiality of CORI Information).
- 6.4.3 All personnel must be able to read, write, and speak English.

- 6.4.4 The County has the absolute right to approve or disapprove all of the Contractor's staff who perform work hereunder and any proposed changes to the Contractor's staff. The Contractor shall immediately remove and replace any employee from work on this Contract within twenty-four (24) hours after a request by the County's Contract Manager.
- 6.4.5 The County reserves the right to have the County's Program Manager or a designated alternate interview all prospective employees or agents of the Contractor.
- 6.4.6 The Contractor shall be required to conduct a background check of all employees and agents as set forth in Paragraph 7.5 (Background and Security Investigations) of the Contract.
- 6.4.7 The Contractor shall provide the Superintendent or Services Director, the County's Program Manager and the County's Contract Manager or her designee with a current list of employees and keep this list updated throughout the Contract period on a monthly basis.
- 6.4.8 Personnel provided by the Contractor shall present a neat appearance and be properly attired in their uniforms.
- 6.4.9 When personnel are needed for a job with public contact, the County's Program Manager may, at his or her sole discretion, direct the Contractor to replace any of the staff the County's Program Manager determines is inimical to the public or Probation clientele during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Probation clients.
- 6.4.10 The Food Services Manager or designee shall inspect the food service operation at least on a weekly basis.
- 6.4.11 A committee consisting of at least two (2) persons hired by the Contractor, one of whom shall be the Food Services Manager and the appropriate Probation staff member(s) shall meet monthly, or as determined by the County, to: (1) evaluate the food and related services program; and (2) to solve problems within a time frame designated by the County's Program Manager.
- 6.4.12 The Contractor shall not employ any person under the age of twenty-one (21) years for positions within the confines of Barry J. Nidorf Juvenile Hall.

6.4.14 Physical Examination

Employees of the Contractor must undergo an <u>initial</u> physical examination to assure no infectious disease exists before commencing work which will include the following:

The special inspection of skin, nails and mucous membranes; VDRL; Chest X-ray, 14x17 (not mini chest); stool examination for ova parasite, and culture; SGOT and SGPT.

- 6.4.14.1 In addition, these employees must undergo an annual physical examination to assure no infectious disease exists before continuing work. The Contractor shall refer to Standard Terms and Conditions and ensure compliance.
- 6.4.14.2 All physical examinations shall be at the Contractor's expense and proof of compliance will be maintained by the Contractor and available for inspection by the County.
- 6.4.14.3 In lieu of an annual physical examination, the Contractor may elect the following program:
 - a. Maintain a record of why each employee is absent.
 - b. If any absence due to illness is for five (5) or more consecutive days, employee must present a statement from the attending physician defining the nature of the illness. If doctor's statement relates to any infectious disease, it must clearly state that employee can return to food handling duties.
 - c. A physical re-examination shall be required when an employee has 30 cumulative or consecutive days of illness in a 12-month period of time and the attending physician's documentation does not clearly indicate the employee is free to return to work. A worker with chronic recurrent illness will be subject to investigation and review of records by the County Occupational Health Services Medical Director. The Director's review is an evaluation only and does not include medical treatment, which is not a County responsibility.

6.5 Uniforms/Identification Badges

- 6.5.1 Complete uniforms (pants, tops, etc.) hair coverings required by the County Health Department regulations will be provided at the Contractor's expense. The Contractor shall submit a plan that describes and illustrates the type of uniform that shall be worn by all employees, supervisors, managers who shall enter the County facility to perform any work or services related to this project. The color of all shirts, sweatshirts, and jackets shall match and have the logo and/or name of the Contractor's company on the front and rear of each item. No gang colors (reds and blues) will be accepted.
- 6.5.2 The Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of the Contract.

6.5.3 County's Security Requirements for Contractor

- 6.5.3.1 Employee security identification badges, including photograph and physical description of the subject employee, shall be provided by the Contractor at his expense. Such badge shall be displayed on the Contractor's employees at <u>all</u> times while he/she is within the confines of each facility.
- 6.5.3.2 The Contractor may not bring visitors into the facility; may not bring in any form of weapons or contraband; may not bring in any alcohol or drugs or be under the influence of alcohol/drugs; are subject to search; must not have social contact with youth in Barry J. Nidorf Juvenile Hall or after a minor's release from the facility; and are otherwise subject to all rules and regulations of the facility; and must conduct themselves in a reasonable manner at all times.
- 6.5.3.3 The Contractor shall immediately report to the Contract Manager the name(s) of any detainee(s) in the facility who are close friend or relative to the Contractor's staff assigned to Barry J. Nidorf Juvenile Hall.
- 6.5.3.4 The Contractor shall immediately report to the Services Director any accidents and/or loss of kitchen utensils, equipment, and supplies. The Contractor will make counts of utensils after each meal, and as directed by the Superintendent, for security and inventory purposes. A record of the counts will be maintained by the Contractor subject to County inspection and review.

- 6.5.3.5 The Contractor's employees shall enter through only one location in the facility (Key Center) and are not permitted on the grounds other than coming to or leaving the kitchen on the way to work or after work or in the course of providing service to the facility.
- 6.5.3.6 The Contractor's employees will be required to sign-in and sign-out on the Visitor's Log; and the Log will also serve to show the time and date(s) food services staff were in the facility.
- 6.5.3.7 Keys issued by the County to the Contractor's employees for areas other than the kitchen must be picked up and left with the Key Center daily. The Contractor shall immediately report to the Superintendent any loss of keys.
- 6.5.3.8 The Contractor will be assigned keys, as necessary which cannot be duplicated, for specified facilities, and the Contractor accepts full responsibility of said keys. The Contractor shall acknowledge receipt of keys on a memorandum furnished by the County. Duplication of said keys is a misdemeanor (Penal Code of the State of California Chapter 3, Section 469). Facility keys must be attached to employee(s) at all times.
- 6.5.3.9 Reimbursement for costs due to loss of keys: the Contractor shall reimburse the County for any and all costs, as defined by the County, incurred due to loss of keys by the Contractor's employees, including, but not limited to, costs of re-keying locks at the facility. All monies paid by and costs incurred by the County for such repairs or replacement of locks shall be paid by the Contractor upon demand, or the County may offset the cost of such repairs/replacements against any monies due to the Contractor from the County.

6.6 Materials and Equipment

6.6.1 All materials required to perform this Contract, and not otherwise mentioned as being provided by the County, shall be provided by the Contractor at his/her expense.

6.7 Training

The Contractor shall provide Food Safety and Sanitation training for food service workers.

- 6.7.1 Food Safety and Sanitation training shall cover all aspects of food handling, including contamination by bacteria, chemicals, insects, rodents, and parasites, proper sanitation procedures and relevant laws.
- 6.7.2 The Contractor may accomplish this three to four hours' training by accepting County instruction, as long as it can be provided without charge, or by obtaining an equivalent level of training from other sources as approved by the County.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., P.T., Monday to Friday, by at least one employee who can respond to inquiries and complaints about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 HOURS/DAYS OF WORK

The Contractor shall be required to provide food services on weekdays, weekends, and County recognized holidays.

8.0 INTENTIONALLY OMITTED

9.0 UNSCHEDULED WORK

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.

10.0 INTENTIONALLY OMITTED

11.0 GREEN INITIATIVES

11.1 Consumable Supplies

Consumable paper and plastic supplies (e.g., dishes, silverware, cups etc.) pursuant to the County specification which will be required at serving locations designated by the Superintendent shall be provided by the Contractor. Serving ware used for plating meals for youth shall be made from recycled materials (if possible, 30% post-consumer materials), fully compostable and safe for food contact. The serving containers shall be at

least two (2) inches deep per Exhibit GG (Consumable Supplies Sample) and deep enough to cover all food items with a lid or wrapping while allowing enough space between the food and covering so as to limit the cover from touching the food inside, thereby avoiding compacting the food. Consistent with the County's effort to become more environmentally friendly, the purchase and/or use of expanded polystyrene food containers (Styrofoam) is prohibited.

11.2 Food/Organic Waste Disposal Procedures

- 11.2.1 Probation will supply the Contractor with recycling bins and clear green liners for organic waste disposal. A clean liner shall be used at the start of each day's production and may be replaced throughout the day as needed. Liners containing food waste will be removed from each organic waste bin, tied tightly, removed from the kitchen and staff dining room and disposed in the designated organic waste dumpsters outside as often as necessary and at kitchen closing.
- 11.2.2 The Contractor will ensure that there is an organic/food waste bin as needed at every workstation in the kitchen.
- 11.2.3 The Contractor will ensure that all kitchen food/organic waste: trimmings, leftovers, out of date food, or food scraps are disposed in the designated food/organic waste bins. All packaging: plastic, paper, foil or boxes will be removed and separated from organic waste prior to disposal.
- 11.2.4 The Contractor will monitor the food/organic waste bin in the staff dining room for non-food items.
- 11.2.5 The Contractor will ensure that kitchen food/organic waste bins remain covered or closed whenever not in use. All food/organic waste bins will be washed and sanitized each day. Leaking or damaged bins will be taken out of service and replaced immediately.
- 11.2.6 The Contractor's Food Services Manager or designee will monitor their staff and visually check bins every day to ensure only food waste is being thrown in the food waste bin. If non-food/organic waste is found in bins, staff must be reminded of and re-trained on the proper way to dispose of food and non-food waste. The Contractor will report issues of non-food/organic waste being deposited into the food/organic waste bins in the living units and staff dining hall to the facility Services Director. Continued kitchen food/organic waste violations or violations resulting in fines to Probation corrective actions. may result in

The Contractor will adhere to any County recycling requirements instituted by Probation.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

entire cost of the replacement work due to the Contractor's breach, as solely determined by the County, shall be credited to the County on the Contractor's future invoice.

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

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PRICING SHEET - YOUTH MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

	1		T
MEALS PER DAY	COST PER MEAL NET OF TAX	SALES TAX PER MEAL	COST PER MEAL WITH TAX
50-99	\$10.005	\$0.951	\$10.956
100-199	\$8.021	\$0.762	\$8.783
200-299	\$6.833	\$0.649	\$7.482
300-399	\$6.043	\$0.574	\$6.617
400-499	\$5.480	\$0.521	\$6.000
500-599	\$5.059	\$0.481	\$5.540
600-699	\$4.733	\$0.450	\$5.183
700-799	\$4.473	\$0.425	\$4.898
800-899	\$4.261	\$0.405	\$4.666
900-999	\$4.085	\$0.388	\$4.473
1000-1099	\$3.735	\$0.355	\$4.090
1100-1199	\$3.687	\$0.350	\$4.037
1200-1299	\$3.633	\$0.345	\$3.978
1300-1399	\$3.519	\$0.334	\$3.853
1400-1499	\$3.418	\$0.325	\$3.743
1500-Over	\$3.329	\$0.316	\$3.645

Joyce Kruesopon
Print Name of Authorized Signer

Regional Vice President

Title

ellerature

9-30-20 **D**ate

PRICING SHEET - YOUTH MEALS UNDER NSLP

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER	COST PER MEAL	SALES TAX	COST PER MEAL
DAY	NET OF TAX	PER MEAL	WITH TAX
50-99	\$10.335	\$0.982	\$11.317
100-199	\$8.351	\$0.793	\$9.144
200-299	\$7.163	\$0.680	\$7.843
300-399	\$6.373	\$0.605	\$6.978
400-499	\$5.810	\$0.552	\$6.362
500-599	\$5.389	\$0.512	\$5.901
600-699	\$5.063	\$0.481	\$5.544
700-799	\$4.803	\$0.456	\$5.259
800-899	\$4.591	\$0.436	\$5.027
900-999	\$4.415	\$0.419	\$4.835
1000-1099	\$4.065	\$0.386	\$4.451
1100-1199	\$4.017	\$0.382	\$4.398
1200-1299	\$3.963	\$0.376	\$4.339
1300-1399	\$3.849	\$0.366	\$4.214
1400-1499	\$3.748	\$0.356	\$4.104
1500-Over	\$3.659	\$0.348	\$4.006

Joyce Kruesopon
Print Name of Authorized Signer

Regional Vice President Title

Signature

9-30-20 **D**ate

PRICING SHEET - ADULT MEALS

The undersigned offers to provide all labor and supplies necessary to provide food services at Barry J. Nidorf Juvenile Hall for the County of Los Angeles Probation Department as listed below and identified in the Contract.

Said work shall be done for the period prescribed and in the manner set forth in said Contract and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal prices. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following Contract execution.

I agree to provide the specified services at Barry J. Nidorf Juvenile Hall, County of Los Angeles Probation Department in accordance with the Contract.

I PROPOSE THE FOLLOWING RATES:

MEALS PER	COST PER MEAL	SALES TAX	COST PER MEAL
DAY	NET OF TAX	PER MEAL	WITH TAX
1-50	\$28.440	\$2.702	\$31.142
51-100	\$26.880	\$2.554	\$29.434
100-199	\$12.810	\$1.217	\$14.027
200-299	\$6.833	\$0.649	\$7.482
300-399	\$3.735	\$0.355	\$4.090
400-499	\$3.687	\$0.350	\$4.037
500-599	\$3.633	\$0.345	\$3.978
600-699	\$3.519	\$0.334	\$3.853
700-799	\$3.418	\$0.325	\$3.743
800-899	\$3.329	\$0.316	\$3.645
900-999	\$3.329	\$0.316	\$3.645
1000- Over	\$3.329	\$0.316	\$3.645

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				of Authorized Signer

Regional Vice President Title

Signature

9-30-2 **D**ate

CONTRACTOR'S PROPOSED SCHEDULE

MODEL STAPFING PLAN LIVING WAGE PROGRAM

COMPANY NAME:		Morrison	Managem	ent Spec	Morrison Management Specialists, Inc. DBA Morrison Health Care, Inc.	DBA	Morriso	n Heal	th Care	Inc.				
COMPANY ADDRESS:	ESS:	1727 Axen	ty Way, R	edondo 1	1727 Axenty Way, Redondo Beach, CA 90277	20277								
DEPARTMENT NAME:	AME:	Barry J. N	idorf Juve	mile Hall	Barry J. Nidorf Juvenile Hall Food Service	rice								
			Hours Worked Per Bull Time	Full Time									County Total Non-Count	NonCoun
Position Title	ROVER	ROVER Work Schedule	Day	Part Time	Houly Rate	Mon	Tue	Wed	Thur	Fri	Si	S	Hours	Total Hour
Supervisor		1000 - 6:30	800	Full Time	\$19.00	8.00	8.00	8.00	8.00	8.00	м	м	40.00	0
Supervisor		400 1230	800	Full Time	\$18.72	8.00	8.00	8.00	M	X	800	800	40.00	0
Supervisor		Varios	vanes	Full Time	\$17.88	8.00	**	146	8.00	8.00	800	800	40.00	0
Last Cook		400-1200	800	Full Time	\$17.00	8.00	X	I	8.00	8.00	800	800	40.00	0
Cook		Varies	800	Fall Time	\$16.31	I	8.00	8.00	8.00	8.00	800	X	40.00	0
Cook		varies	vanis	Full Time	\$16.31	8.00	8.00	8.00	7.50	X	M	750	39.00	0
Baker		6-230	750	Full Time	\$16.31	7.50	7.50	7.50	7.50	I	I	7.50	37.50	0
Food Service Worker		varies	vanies	Fall Time	\$16.31	7.50	7.50	7.50	7.50	7.50	***	м	37.50	0
Food Service Worker		varies	vanies	Full Time	\$16.31	×	7.50	7.50	7.50	7.50	7.50	×	37.50	0
Food Service Worker		TIERR	vanies	Full Time	\$16.31	м	941	7.50	7.50	7.50	750	750	37.50	0
Food Senice Worker		Varies	vanes	Full Time	\$16.31	7.50	7.50	100	M	7.50	750	750	37.50	0
Food Service Worker		varios	vanies	Full Time	\$16.31	7.50	7.50	7.50	340	м	7.50	750	37.50	0
Food Senice Worker	•	varies	vanies	Full Time	\$16.31	7.00	7.00	7.00	M	7.50	M	750	36.00	0
					Touls	00'11	76.90	38.30	0500	050	62.00	00'00	50000	000

PROPOSER'S EEO CERTIFICATION

Morris	son Management Specialist, Inc., dba Morrison Health Care, Inc.			
Comp	any Name			
	Axenty Way Redondo Beach, CA 90278			
Addre	SS			
	55966 al Revenue Service Employer Identification Number			
IIIteiii				
	GENERAL			
certific compo religio	cordance with provisions of the County Code of the County of Loss and agrees that all persons employed by such firm, its affiliates anies are and will be treated equally by the firm without regarden, ancestry, national origin, or sex and in compliance with all a nited States of America and the State of California.	s, subsidiaries d to or becau	s, or house of	olding race
	CERTIFICATION	YES	N	0
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()
	9-30-20 Date			
Signa	ture Date			
	Kruesopon, Regional Vice President and Title of Signer (please print)			

COUNTY'S ADMINISTRATION

CONTRACT NO.			

COUNTY'S CONTRACT MANAGER:

Name: <u>Latasha Howard</u>

Title: Director, Contracts and Grants Management Division

Address: 9150 East Imperial Highway

Downey, California 90242

Telephone: 562-940-2728 Facsimile: 562-658-2307

E-Mail Address: <u>Latasha.Howard@probation.lacounty.gov</u>

COUNTY'S PROGRAM MANAGER:

Name: <u>Lori Vidal</u>

Title: <u>Services Director</u>

Address: <u>16350 Filbert Street</u>

Sylmar, California 91342

Telephone: 818-364-2005

E-Mail Address: Lori.Vidal@probation.lacounty.gov

COUNTY'S CONTRACT MONITOR:

Name: <u>Craig Norris</u>

Title: Manager

Address: 7639 South Painter Avenue

Whittier, California 90602

Telephone: <u>562-907-3133</u>

E-Mail Address: Craig.Norris@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTO	OR'S NAME: Morrison Healthcare Inc.
CONTRACT N	IO:
	DR'S PROJECT DIRECTOR:
Name:	Chris McCracken_
	Regional Director of Operations
Address:	_1727 Axenty Way Redondo Beach, CA 90278
Telephone: Facsimile:	951 466-6774
	SS: <u>chrismccracken@iammorrison.com</u>
CONTRACTO	R'S AUTHORIZED OFFICIAL(S)
Name:	<u>Tim Piece</u>
Title:	<u>CEO</u>
Address:	400 Northridge Rd Suite 699 Atlanta, GA, 30350
Telephone:	800 225-4368
Facsimile:	
E-Mail Addre	ss: <u>timpierce@iammorrison.com</u>
Name:	John Cipollini
Title:	<u>Division President</u>
Address:	400 Northridge Rd Suite 699 Atlanta, GA, 30350
Telephone: Facsimile:	800 225-4368
E-Mail Addres	ss: johncipollini@iammorrison.com
Notices to Co	ntractor shall be sent to the following:
Name:	Joyce Kruesopon
Title:	Regional Vice President
Address:	1727 Axenty Way
	Redondo Beach, CA 90278
Telephone: Facsimile:	714 319-2896
E-Mail Address	s: Joycekruesopon@iammorrison.com

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 –
Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor
Personnel)

l,	, on behalf of	
(the "Contractor"), certify that on CONTRACT NUMBER AND NA	-	[ENTER
All Contractor Perby the Ordinance.	sonnel* on this Contract are	fully vaccinated as required
required by the O granted a valid r Contractor Perso unvaccinated Cor of starting their contracting Coun	Personnel* on this Contractor or redinance. The Contractor or medical or religious exempted annel. Contractor will certify notractor Personnel have tested work week under the Contractor granted a valid mediate the Contractor of	r its employer of record, has tion to the below identified weekly that the following ed negative within 72 hours ounty Contract unless the therwise. The Contractor edical or religious exemption
*Contractor Personnel includes	subcontractors.	
I have authority to bind the Cont further certify that I will comply w		e requirements above and
Signature	Date	
Title		
Company/Contractor Name		

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Morrison Healthcare Inc. 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:						
PRINTED NAME:Tim Pierce						
POSITION:CEO						

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

certain services nd Confidentiality
bove-referenced and any and al enced contract.
ever and that I do my performance uire any rights on ne County of Los
understand and by passing, to the to pass, to the under this and/or
y have access to hty. In addition, y of Los Angeles a, especially data volved in County Consequently, for the County.
performing work ree to forward al
tion pertaining to grams, formats provided to or by ure to other than etary information on confidential.
any other persor completion of this
28 _/ 2021

N/A EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name	Contract No.
Non-Employee Name	
GENERAL INFORMATION:	
	l into a contract with the County of Los Angeles to provide certain services in signature on this Contractor Non-Employee Acknowledgement and
NON-EMPLOYEE ACKNOWLEDGEMEN	<u>√T</u> :
contract. I understand and agree that I mus	erenced above has exclusive control for purposes of the above-referenced strely exclusively upon the Contractor referenced above for payment of the eto me or on my behalf by virtue of my performance of work under the
do not have and will not acquire any rights operformance of work under the above-refere	oyee of the County of Los Angeles for any purpose whatsoever and that or benefits of any kind from the County of Los Angeles by virtue of mynced contract. I understand and agree that I do not have and will now of Los Angeles pursuant to any agreement between any person or entity
agree that my continued performance of work the satisfaction of the County, any and all su	It to undergo a background and security investigation(s). I understand and k under the above-referenced contract is contingent upon my passing, to ch investigations. I understand and agree that my failure to pass, to the pation shall result in my immediate release from performance under this
CONFIDENTIALITY AGREEMENT:	
to confidential data and information pertaining I may also have access to proprietary inform Angeles. The County has a legal obligation especially data and information concerning hinvolved in County work, the County must ens Consequently, I understand that I must sign	rices provided by the County of Los Angeles and, if so, I may have access to persons and/or entities receiving services from the County. In addition nation supplied by other vendors doing business with the County of Los to protect all such confidential data and information in its possession health, criminal, and welfare recipient records. I understand that if I are sure that I, too, will protect the confidentiality of such data and information this agreement as a condition of my work to be provided by the above ead this agreement and have taken due time to consider it prior to signing.
work pursuant to the above-referenced co	unauthorized person any data or information obtained while performing ontract between the above-referenced Contractor and the County of for the release of any data or information received by me to the above
persons and/or entities receiving services documentation, Contractor proprietary informa by me under the above-referenced contract. than the above-referenced Contractor or Cou	al, and welfare recipient records and all data and information pertaining to from the County, design concepts, algorithms, programs, formats ation, and all other original materials produced, created, or provided to o I agree to protect these confidential materials against disclosure to othe inty employees who have a need to know the information. I agree that inty vendors is provided to me, I shall keep such information confidential.
other person of whom I become aware. I agi	ntractor any and all violations of this agreement by myself and/or by any ree to return all confidential materials to the above-referenced Contractor of my services hereunder, whichever occurs first.
SIGNATURE:	DATE://
PRINTED NAME:	
POSITION:	

Contract – Exhibit G3 – Food Services (BJNJH)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 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

Page 3 of 3

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.

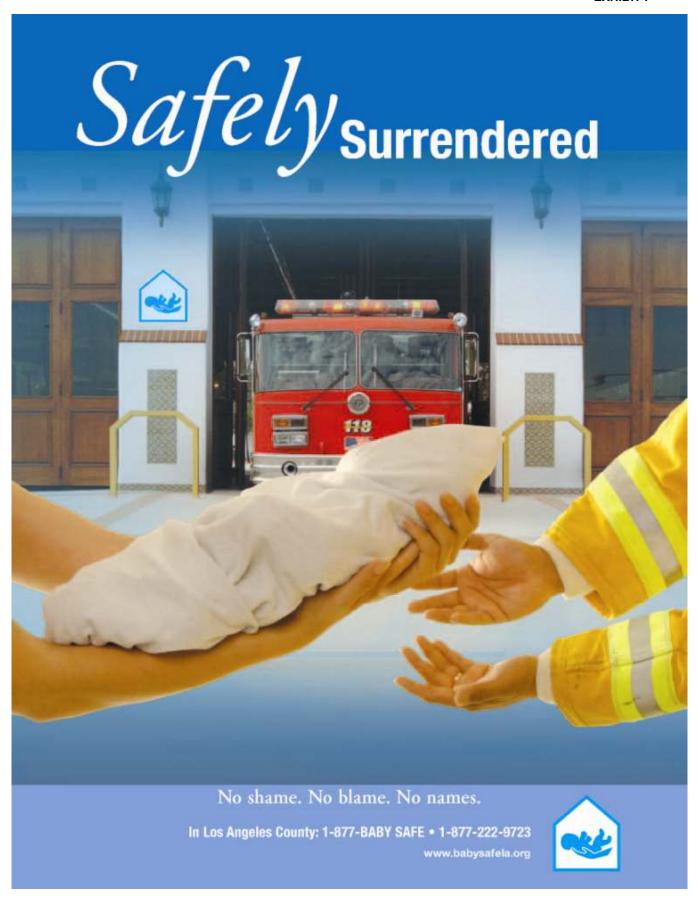
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"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



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?

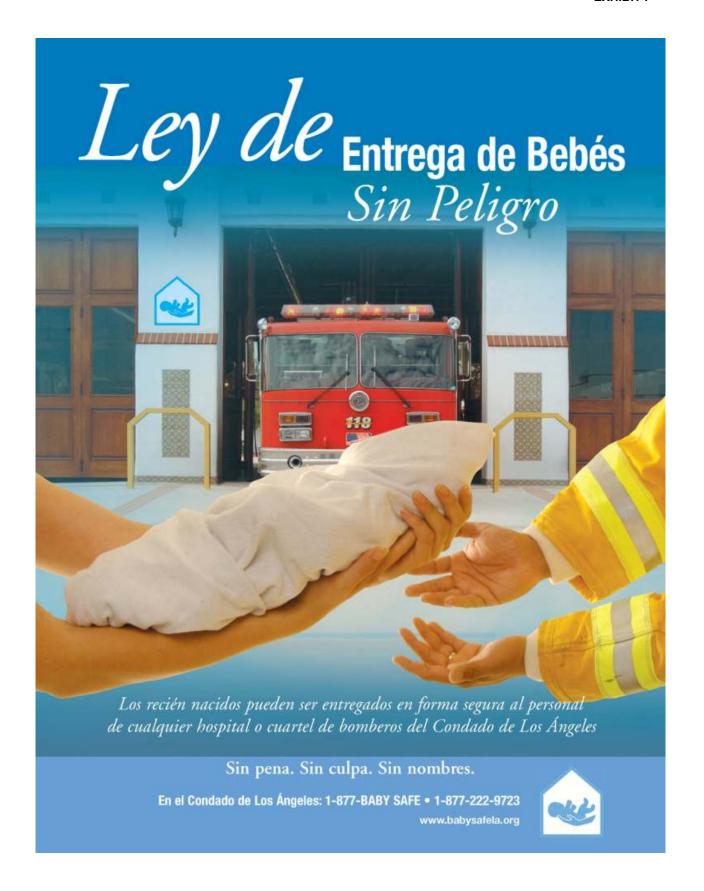
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

¿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.

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Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 Findings.
- 2.201.020 Definitions.
- 2.201.030 Prospective effect.
- 2.201.040 Payment of living wage.
- 2.201.050 Other provisions.
- 2.201.060 Employer retaliation prohibited.
- 2.201.070 Employee retention rights.
- 2.201.080 Enforcement and remedies.
- 2.201.090 Exceptions.
- 2.201.100 Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Page 2 of 5

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. [16] It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los

Page 3 of 5

- Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of
- **16**) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to

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- the Board of Supervisors on contractor compliance with the provisions of this Chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
 - Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

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(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - Recommend to the board of supervisors that an employer be barred from award
 of future county contracts for a period of time consistent with the seriousness of
 the employer's violation of this chapter, in accordance with Section 2.202.040 of
 this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - 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. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	\$17.14
January 1, 2023	CPI

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, of each year thereafter.



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

Ι,	Joyce Kruesopon (Name of Owner or Company Representative)	Regional Vice President			
Do	hereby state:	()			
	That I pay or supervise the payment of the pont the Barry J Nidorf Service, Building or Work Site day of Calendar Day of Month Month and Year earned, that no rebates have been or we Morrison Management Specialist Company Name person, and that no deductions have been earned by any person, other than permission.	wersons employed by Morrison Management Specialist Company or Subcontractor that during the payroll period commencing on the , and ending the day of Calendar Day of Month on said work site have been paid the full weekly wages will be made, either directly or indirectly, to or on behalf of from the full weekly wages earned by any een made either directly or indirectly, from the full wages sible deductions as defined in Regulations, Part 3 (29 CFR abor under the Copeland Act, as amended (48 Stat. 948, 63 and described below:			
2.		act required to be submitted for the above period are correct and es contained therein are not less than the applicable County of the contract.			
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.					
Prin	t Name and Title	Owner or Company Representative Signature:			
	oyce Kruesopon	NWW Date: 12/22/2021			
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.					

INTENTIONALLY OMITTED

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

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

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

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

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

Therefore, the parties agree as follows:

1. **DEFINITIONS**

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

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

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

- with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED</u> HEALTH INFORMATION

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

Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. <u>PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH</u> INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

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

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account

- (d) number, diagnosis, disability code or other types of information were involved);
- (e) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the nonpermitted Use or Disclosure of Protected Health Information. Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, Floor, Los Angeles, California PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from

- (g) the non-permitted Use or Disclosure, Security Incident, or Breach;
- (h) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (i) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered

- 7.2 Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.3 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.4 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. <u>ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION</u>

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

- (b) The name, and address if known, of the entity or person who received the Protected Health Information:
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

11.3 Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. <u>INDEMNIFICATION</u>

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

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

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

17. TERMINATION FOR CAUSE

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

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> <u>TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered

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

19. Audit, inspection, and Examination

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this

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

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

ATTACHMENT B



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

411)
THE REAL PROPERTY.
Telegraph

Requesting Agency:	LIVE SCAN SCHEDULE:
Agency Address:	Monday & Friday: 8:30 AM - 4:00 PM
City and Zip Code:	
Agency Contact Person:	-
Telephone No:	Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.
Fax No:	Please have applicant arrive 15 min. prior to scheduled appointment.
Email Address:	
Lead Agency (if Different):	

Completed by Requesting Agency				Completed by Central Processing Unit		
A1:#- N	Andioodle Decition	West Leasting	Augustus Datas & Tissas		Appointment	Appointment
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Date	Time

Instructions to Applicants:

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

CONTRACT DISCREPANCY REPORT

TO:			
FROM:			
DATES:	Prepared:		
	Returned by Contractor:		
	Action Completed:		
DISCREPAN	NCY PROBLEMS:		
Signature of	County Representative	Date	
CONTRACT	TOR RESPONSE (Cause and Corrective	ve Action):	
Signature of	Contractor Representative	Date	
COUNTY EV	VALUATION OF CONTRACTOR RESP	ONSE:	
Signature of	County Representative	Date	
COUNTY A	CTIONS:		
CONTRACT	OR NOTIFIED OF ACTION:		
County Repr	resentative's Signature and Date		
Contractor R	Representative's Signature and Date		

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Morrison Healthcare Inc., is my sole employer for purposes of this employment.

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

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

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

ACKNOWLEDGED AND RECEIVED:	
SIGNATURE: 12 12 12 12 12 12 12 12 12 12 12 12 12	
DATE: 12/28/2021	
NAME:Tim PiercePrint	

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

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

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

Comp	any Name: MORRISON MANAGEN	MENT SPE	ECIALISTS, I	NC.dba Morrison Health Care, Inc.		
Comp	any Address: 1727 Axenty Way					
City: F	Redondo Beach S	State: CA		Zip Code: 90278		
Telep	phone Number: 714-319-2896	Email add	ress: <u>JoyceK</u>	ruesopon@lamMorrison.com		
Solicit	tation/Contract for Food Services					
The P	roposer/Bidder/Contractor certifie	es that:				
⊠	It is familiar with the terms of the C Program, Los Angeles County Cod					
		Los Ange	eles County C	the Proposer/Bidder/Contractor is not Code Section 2.206.020.E, on any Los		
	The Proposer/Bidder/Contractor ag Reduction Program during the term					
		- OF	₹-			
	I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:					
I decla and co		ws of the Si	tate of Californ	ia that the information stated above is true		
Print I	Name: Joyce Kruesopon		Title: Region	nal Vice President		
Signa	ture: Amaghin-		Date: 9-30	-20		

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information (CORI) is that information of an arrest, detention or other initiation of criminations consequent proceedings related thereto. As an employee	al proceedings including any
during the legitimate course of your duties, you may hare robation Department has a policy of protecting the confidence and Information.	
You are required to protect the information contained in do all individuals who do not have a right-to-know or a need-	•
The use of any information obtained from case files or othe make contacts with probationers or their relatives, or to mal who has no real and proper reason to have access to this solely by the Probation Department is considered a nappropriate and unauthorized.	ke CORI available to anyone s information as determined
Anyemployee engaging in of the Probation Department's confidentiality policy and widisciplinary action and/or criminal action pursuant to Section	
have read and understand the Probation Departme confidentiality of CORI records.	nt's policy concerning the
(Signature)	
Name (Print)	
Classification	
Date	
Copy to be forwarded to Probation Program Manager with start of employment.	nin five (5) business days of

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Menu Preparation (Youth) (Appendix A, 2.7, 2.8)	a) Menu b) Menu Production Record c) Recipes d) Product Formulation Statements e) Nutrition Labels	Adhere to approved 5- week cycle menu (Technical Exhibit 4 or 4a); No unauthorized omissions or substitutions	4%	 User and/or Staff Complaints Random Inspections Random Sample 	Accelerated damages schedule: 1st incident - \$50 2nd incident within the same month - \$100 3rd incident and each incident thereafter within the same month - \$200
Menu Preparation (Adult) (Appendix A, 2.7.4)	a) Menu b) Menu Production Record	Adhere to approved 5- week cycle menu which is based on Technical Exhibit 4 or 4a No unauthorized omissions or substitutions	4%	- User and/or Staff Complaints - Random Inspections	Accelerated damages schedule: 1st incident - \$50 2nd incident within the same month - \$100 3rd incident and each incident thereafter within the same month - \$200
Food Quality Standards (Appendix A, 2.9)	a) Food Invoices b) Meal c) Nutrition Labels Product Formulation Statements d) TPHC Logs e) Menu Production Records f) Surveys;	As established by Probation, County, National School Lunch Program, County and/or State Regulations (Technical Exhibit 5)	0%	- User Complaints - Random Inspections - Random Samples	Accelerated damages as above except deductions are: \$100, \$200 and \$400
Food Temperatures (Appendix A,2.9.4)	a) Food Served b) Temperature Logs c) Food Temperature taken	Temperatures for hot foods be at or above 135° F and cold foods be at or below 41° F	4%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Food Portions Appendix A, 2.10) a) Portion sizes b) Adequacy of food prepared	 a) Menu b) Utensil used c) Menu Production Record d) Product Formulation Statements e) Food Labels 	Adhere to 5- week cycle menu. No unauthorized changes (Technical Exhibit 4 or 4a)	4%	- Random Inspections - Random Samples - Random Inspections	Accelerated damages as above except deductions are: \$100, \$200, \$400

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Pre-meal Preparation (Appendix A, 2.12) a) Vegetables b) Foods c) Leftovers	a) Meal b) Menu c) Food Labels d) Food Storage Areas e) Product Formulation Statements	a) Cook same day to be served b) Be prepared no more than 1 day before service c) Be properly labeled d) Not be stored more than 3 days in refrigerator	0%	- Random Inspections	Accelerated damages as above except deductions are: \$125, \$250, \$500
Sanitation (Appendix A, 2.14, 2.24, 6.5) a) After-meal cleanup b) Health Standards & Cleanliness c) Uniforms	a) Serving and disposal areas b) Food preparation area c) Equipment Maintenance log d) Cleaning logs	Meet State and County health regulations	4%	- Random Inspections - Random Inspections - Random Inspections	Accelerated damages as above except deductions are: \$400, \$800, \$1,600
Security (Appendix A, 2.27, 6.5; Appendix C, Sample Contract, 7.4, 7.5) a) Supplies/Equipment b) Minimum Age c) ID. Badges d) Employees e) Keys/ID Tokens f) Contractor employees shall be fingerprinted prior to providing services g) No Contractor staff shall have a criminal conviction unless such record has been fully disclosed h) Contractor shall reimburse County for record checks	a) Contractor's Records County/Contractor's Records C-H	a) Provide security for supplies per County Requirements b) Not be 20 years of age or younger c) Meet County security requirements d) Adhere to County requirements e) Meet County requirements f) Meet County security g) Adhere to County requirements h) Adhere to County requirements	0%	A-H - User - Complaints - Random Inspections	A-E: Accelerated damages as above except deductions are: \$200, \$400, \$800 F-H: \$100 per employee per occurrence
Quality Control Plan (Appendix A, 3.0)	Contractor's Records	100% Adhere to County requirements	0%	- User and/or Staff complaints - 100% and/or Random Inspections - Random and/or Judgmental Samplings	Up to \$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICE	PERFORMANCE INDICATOR	STANDARD	MAXIMUM ALLOWED DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	METHOD OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR FAILURE TO MEET AQL
Employee Physical Examinations (Appendix A, 6.4.14)	Medical Reports/Contractor's Reports	Meet health requirements of State and County	0%	- Random Inspections	Accelerated damages as damages as above except deductions are: \$200, \$400, \$800
Training Health Education (Appendix A, 6.7)	Contractor's Records	Provide not less than 3 to 4 hours of health education covering all aspects of food handling	0%	- Random Inspections	Accelerated damages as above except deductions are: \$200, \$400, \$800
Employee Benefits/Prevailing Wages for Covered Crafts. (Appendix C, Sample Contract, 9.18) Contractor is to provide all legally required employees assigned to this Contract	Contractor's Records	Adhere to County Requirements	0%	- Random Inspections	\$200 per employee per occurrence
Contractor in compliance with Standard Terms and Conditions (Appendix C, Sample Contract)	Contractor's Records	100% Adhere to County requirements	0%	 User and/or staff Complaints 100% and/or Random Inspections Random and/or Judgmental Samplings 	Up to \$50 per occurrence

		L	os Angeles County Prol	bation D	Department		573A
Cycle 1	- Barry J. Nidorf Juvenile Hall	FROM:		TO:	•		Carrier W. S.
	BREAKFAST		LUNCH		DINNER		SNACK
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item
	Apricots** ## WG Cold Cereal		Tomato Bisque* # Saltine Crackers		#Chicken Tetrazzini Broccoli*/**	2 svg	
_	## WG Cold Cereal	l svg l ea	##WG Grilled Cheese Sand	1 pk	Green Salad**	1/2 cup 1 cup	
x	Salsa*	1/4 cup			Lite French Dressing	l oz	Granola Bar
Sunday - Day 1	Fluid Skim Milk	2 ea	Oven Baked Potato*	1/2 pot	##WG Bread	2 slice	1 bar
χ.	T I I I I I I I I I I I I I I I I I I I		Fluid Skim Milk	l ea	Spread	l ea	
da			Spread	l ea	Fluid Skim Milk	l ea	
ğ					Sweet Potato Pie**	1 svg	
S							
		, , ,		,	D . IT 1 /		
	Fresh Apple ##Cinnamon Oatmeal	I whole	Sloppy Joe Sandwich on ##Whole Wheat Bun	1 ea	Roasted Turkey w/ #Bread Stuffing	4 oz	
7	##WG Bread	2 clice	Corn on Cob	2 3"	Mashed Potatoes w/	1 svg 3/4 cup	##WG
ay	Bacon	2 strip	Lettuce** & Tomato Salad*	l cun	Turkey Gravy	1/4 cup	Graham Crackers
Monday - Day	Hash Browns	3/4 cup	Lite Ranch Dressing	l oz	Peas and Carrots**	1/2 cup	4 Sq
×.	Fluid Skim Milk	l ea			Sliced Peaches	1/2 cup	, = 1
da	Jelly	l ea	Fluid Skim Milk	l ea	##WG Dinner Roll	1 roll	
l o	ľ,		Spread	l ea	Fluid Skim Milk	2 ea	
Σ					Spread	l ea	
	Ones de la	3.4	2//C	1.1/2	Samuel and Co. D. I	4	
	Orange Juice*		#Spaghetti w/Meatsauce	1,1/2 cup	Sweet n Sour Pork	1 cup	Ed. D
8	#Pancakes Spiced Apple Topping		Minestrone Soup**/*** #Soft Breadstick	I cup	#Steamed Rice Green Beans	l cup	
E	Turkey Sausage Links	1/3 cup 2 ea		1 ea	Mandarin Oranges*	1/2 cup 1/2 cup	
Õ	Scrambled Eggs	1/2 oup	Lite Italian Dressing	1 cup	Ice Cream	1/2 cup	
Tuesday - Day 3	Fluid Skim Milk	l ea	Cantaloupe**	1 cup	Fluid Skim Milk	2 ea	
da	Syrup	l oz	Fluid Skim Milk	l ea	Tidd Skiii Wiik	2 cu	
es	бугир	102	Traid Skilli Wilk	1 cu			
T I							
-							
	Pineapple Chunks*		## WGTurkey Deli Sand*	1 sand	##Chicken Enchilada Pie	1 svg	
4	#Grits	l cup	Potato Salad	l cup	Garden Salad*/**	l cup	
ay a	Sliced Ham	3 oz	Crunchy Baby Carrots**	1/2 cup	Lite French Dressing	l oz	##WG
, I	##WG Bread		Lite Ranch Dip	l oz	Fresh Orange*	l ea	Graham Crackers
ay	O'Brien Potatoes	l cup			##WG Bread	2 slice	
ps	Fluid Skim Milk Sugar Packet	l ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	2 ea	
ne	Spread	l ea l ea					
Wednesday - Day	Spread	1 Ca					
	Mandarin Oranges*	l cup	#Bean & Cheese Burrito***	2 ea	BBQ Chicken	2 svg	
50	##WG Cold Cereal	3/4 cup	#Spanish Rice	1/2 cup	Oven Baked Potato*	1/2 pot	
× -	Quiche	2 svg		l cup	Baked Beans***	1/2 cup	
Da	Fluid Skim Milk	2 ea		l oz	Spinach**	1/2 cup	
`~			Sliced Peaches		Green Salad**	l cup	
lay			Fluid Skim Milk	l ea		l oz	
LSC					##WG Bread	2 slice	
Thursday - Day					Fluid Skim Milk	l ea	
Н							
	Fresh Banana		2, Chicken Salad Sands on	l cup	##Spicy Jambalaya	1, 1/2 cup	
	#Cinnamon Roll		##WG Wheat Bread	4 slice	##WG Cornbread	1 svg	
9	Turkey Sausage Patty #Cream of Wheat	2 ea	Vegetable Soup*/**	1 cup	Apricots**	1/2 cup	
ay	#Cream of Wheat	1/2 cup	Fresh Orange*	l wh	Green Salad**	1 cup	
Ä	Fluid Skim Milk	l ea	Garden Salad*/**		Lite French Dressing	l oz	
Friday - Day	Sugar	l ea			Fluid Skim Milk	2 ea	
da	Spread	l ea		l ea			
Œ			Sugar Cookies	2 ea			
	H						
	Fresh Orange*	l wh	Hamburger on	l ea	Chicken Stir-Fry w/	1, 1/2 cup	†
	##WG Cold Cereal	1 svg	##WG Bun w/	l ea	Carrots & Broccoli**/*	, . =P	## WG
y 7	Cheesy Egg Scramble	3/4 cup	Lettuce and Tomatoes*	1/2 cup	#Steamed Rice	l cup	
)a,	Salsa*	1/4 cup	Dill Pickles	1/4 cup	Soy Sauce	l oz	1 bar
	##WG Flour Tortilla	2 ea	Baked Beans***	1 cup	Soy Sauce Fresh Apple	1 wh	
ay	Applesauce*	1/2 cup		1/2 cup	##WG Bread	2 slice	
Saturday - Day 7	Fluid Skim Milk	2 ea		1/2 cup	Fluid Skim Milk	l ea	
tt			Fluid Skim Milk	l ea			
S			Lite Mayo	l ea			
			Catsup	l ea			
			Mustard	l ea			
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain

		L	os Angeles County Prol		epartment		922
Cycle 2	- Barry J. Nidorf Juvenile Hall	FROM:	·	TO:			96
	BREAKFAST		LUNCH	1 0	DINNER		SNACK
DAY / DATE	Item Sliced Peaches	Svg 1/2 cup	##Beef Tacos w/	Svg 2 ea	Oven Fried Chicken	Svg 2 pc	Item
	##Cinnamon Oatmeal	3/4 cup	Lettuce/Tomato*/Cheese		Baked Potato*	1/2 pot	Fresh Apple
,1	Turkey Sausage Links	2 ea	Refried Beans***	l cup	Steamed Carrots**	1/2 cup	
)ay	Hash Browns		#Spanish Rice	1/2 cup	Green Salad**	l cup	
, I	##WG Bread	1 slice		1/4 cup	Lite Italian Dressing	l oz	
ay	Fluid Skim Milk	l ea		1/2 cup	##WG Dinner Roll	1 roll	
pu	Spread	l ea	Fluid Skim Milk	1 ea	Fluid Skim Milk	2 ea	
Sunday - Day 1					Spread	l ea	
	Orange Juice*	8 oz	##Pizza Burger on a Roll	2 svg		2 svg	
7	Scrambled Eggs	1/2 cup	Minestrone Soup***/**	l cup	#Steamed Rice	1/2 cup	Fresh Orange*
, Y	#Pancakes	3 ea		l cup	Mixed Vegetable**	1/2 cup	
Da	##WG Cold Cereal		Lite Italian Dressing	l oz	Green Salad	l cup	
` _	Fluid Skim Milk	2 ea	Cantaloupe** Fluid Skim Milk	1/2 cup	Lite French Dressing	l oz l slice	
lay	Syrup Spread	l oz l ea	Fluid Skim Milk	1 ea	##WG Bread Brownie	1 since	
Monday - Day	Spread	1 ea			Fluid Skim Milk	l ea	
M							
	Engl Day	, 1	Taylor Het De		Polos I Cotions Cl. 1		
	Fresh Banana ##WG Cold Cereal		Turkey Hot Dog on ##WG Hot Dog Bun	2 ea	Baked Cajun Chicken #Fried Rice	2 svg	
3	##WG Cold Cereal Sliced Ham	l, 1/2 cup	**WG Hot Dog Bun Vegetarian Baked Beans***	2 ea	#Fried Rice Garden Salad*/**	l cup l cup	
zy	#Biscuit	2 02 2 ea		1/2 cup	Lite Ranch Dressing	l oz	4, 2.5" Sq
De	Fluid Skim Milk	2 ea		1/2 cup	Apricot Halves**	1/2 cup	
λ,	Jelly	1/2 oz	Sliced Peaches	1/2 pot	Apricot Halves** ##WG Bread	1 slice	
da	Spread	l ea	Fluid Skim Milk	l ea	Fluid Skim Milk	l ea	
Tuesday - Day			Catsup/Mustard	l ea			
1							
	Fresh Orange*		##Nachos & Ground Beef	2 svgs	Roast Beef w/	4 oz	
4	#Cream of Wheat		Pinto Beans***	l cup	Brown Gravy	1/4 cup	Fresh Banana
)ay	Sugar Packet	l ea	Salsa*	l/4 cup	Scalloped Potatoes	1 cup	
Ţ	Cheesy Egg Scramble	1/2 cup	Garden Salad*/**	l cup	Spinach Salad** Lite French Dressing	2 cup	
ay	Bacon		Lite Italian Dressing	l oz	Lite French Dressing	l oz	
sq	##WG Bread Applesauce*	2 slice			Fresh Apple ##WG Dinner Roll	l wh	
ne	Fluid Skim Milk	1/2 cup 1 ea	Fluid Skim Milk	l ea	Fluid Skim Milk	1 ea 2 ea	
Wednesday - Day 4	T Idid Skilli Wilk	1 ca			i idid okini ivink	2 Ca	
	Pineapple Chunks*	1/2 cup	Cheeseburger on	1 sand		1.5 cups	F 1 5
2	##WG Cold Cereal		##WG Hamburger Bun		Ground Turkey	1/2	Fresh Pear
ay.	##Oatmeal Muffin Square	l ea		l ea	Steamed Spinach**	1/2 cup	
Ö	Turkey Sausage Patty Tater Tots	2 ea	Lettuce & Tomatoes*	1/2 cum	Fruit Cocktail ##WG Bread	1/2 cup 2 slice	
×	Fluid Skim Milk	2 ea		1/2 cup	Fluid Skim Milk	l ea	
da	Trace Skill Wilk	2 00	Fresh Orange*	l wh		ı cu	
ırs			Yellow Cake w/	l svg			
Thursday - Day 5			Whipped Topping	l oz			
			Fluid Skim Milk	l ea			
	Orange Juice*	8 oz	#Chicken & Chz Quesadilla	l pc	Pork Chop Suey	1,1/2 cup	
	#Grits	1 cup	Salsa* Bean Soup***	1/4 cup	##Steamed Brown Rice	l cup	
9 /	Breakfast Sandwich Lite Fruited Yogurt	1 ea	#Saltine Crackers	1 cup	Steamed Carrots** ##WG Bread	1/2 cup 1 slice	
)ay 	Fluid Skim Milk		#Saitine Crackers Garden Salad*/**	1 pkg	##WG Bread Pineapple Chunks*	1/2 cup	
·I	Sugar Packet		Lite French Dressing	l cup		1/2 cup 2 ea	
ay	Spread	l ea		l ea		2 Ca	
Friday - Day 6	1		Fluid Skim Milk	8 oz			
	Fresh Banana	l ea	Vegetable Soup*/**	l cup		2 svg	
_	##WG Cold Cereal	3/4 cup	##Turkey Deli Sandwich*	1 sand	#Steamed Rice	3/4 cup	
, y	Turkey Sausage Links		#Saltine Crakers	l pkg	Green Salad**	l cup	l wh
Da	#Waffles		Fresh Orange*		Lite French Dressing	l oz	
`	Spiced Apple Topping	1/3 cup	Fluid Skim Milk	l ea	Apricot Halves**	1/2 cup	
day	Fluid Skim Milk	2 ea		-	##WG Dinner Roll	l ea	
Saturday - Day 7	Syrup	l oz			Fluid Skim Milk	l ea	
Sa							
	*Vitamin C	**Vitamin A	***I equime		#Bread/Grain		## (WG) Whole Grain
			-0				()

		L	os Angeles County Pro	bation D	epartment		The same of the sa
Cycle 3	-Barry J. Nidorf Juvenile Hall	FROM:		TO:			Wild Tay
	BREAKFAST		LUNCH		DINNER		SNACK
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item
	Fresh Orange* ##Cinnamon Oatmeal	l cup	Turkey Hot Dog on ##Whole Wheat Bun	1 ea	#Spaghetti w/ Meatsauce	I, 1/2 cup	##
_	Scrambled Egg	1/2 cup	Ketchup		#Garlic Bread	l ea	Granola Bar
<u>S</u>	Hash Browns	1/2 cup	Mustard	l ea	Green Salad**	l cup	1 bar
Sunday - Day I	##WG Toast	2 slice	Baked Beans***	l cup	Lite French Dressing	l oz	1 Dai
`	Fluid Skim Milk	2 SHCC	Coleslaw*	1 cup	Sliced Peaches	1/2 cup	
lay	Jelly		Cantaloupe**	1 cup	Fluid Skim Milk	l ea	
i i	Spread	l ea	Fluid Skim Milk	1 eap	Coconut Pudding	l cup	
Su	бргени	1 ca	I fuid Skilli Milk	ı ca	Coconac i acamg	reup	
	D' I Cl. I *	1/2	P. I.I.Cli I. C. I.		D	2.2	
	Pineapple Chunks* ##WG Cold Cereal	1/2 cup	Breaded Chicken Sand on ##WG Hamburger Bun	l ea	Porcupine Meatballs w/ Tomato Sauce*	2, 3 oz	
7	Turkey Sausage Patty	2 ea	Lettuce** & Tomatoes*		##Brown Rice Pilaf	l cup	Fresh Apple
Monday - Day 2	#Bagel		Ketchup		Cauliflower*	1/2 cup	1 whole
D	Fluid Skim Milk	200	Mustard		Garden Salad*/**	l cup	1 WHOIC
, ×	LF Cream Cheese	2 Ea	Baked Potato*		Lite French Dressing	l oz	
<u>18</u>	Jelly		Spinach Salad**	Leun	##WG Bread	2 slice	
ğ	Jeny	1 Ca	Lite 1000 Island Dressing	1 07	Fluid Skim Milk	l ea	
Ĭ			Pear Halves		Cherry Crisp	l svg	
-			Fluid Skim Milk	1/2 cup	Спетту Спър	1 Svg	
			Spread	l ea			
	Orange Juice*	2 407	##Turkey Ragel Sandwich		Pork Chops	4 oz	
	#Cream of Wheat	1 cup	Spread ##Turkey Bagel Sandwich Bean Soup*** Saltine Crackers	1 sand	Baked Sweet Potato**	1 whole	
3	#French Toast	2 slice	Saltine Crackers	l nl/	Green Beans	1/2 cup	Fresh Orange*
άχ	Turkey Sausage Links	2 links	Garden Salad */**	Leup	Applesauce*	1/2 cup	1 whole
Ä	Fluid Skim Milk		Lite Ranch Dressing	1 cup	##WG Dinner Roll	2 roll	1 WHOIC
,	Syrup		Pear Halves	1/2 cup	Spread	l tsp	
(g)	Spread		Fluid Skim Milk	1/2 cup	Fluid Skim Milk	2 ea	
Sa	Sugar Packet	l ea	Tidid Skilli Wilk	1 Ca	#Spice Cake	l svg	
Tuesday - Day 3	Sugai i acket	1 Ca			порисе сакс	13vg	
_	Fresh Banana	I wh	BBQ Beef on	l ea	Chicken Fajitas w/	2 svg	.11.11
y	##WG Cold Cereal	1, 1/2 cup	##WG Hamburger Bun Baked Beans***	1 ea	#Flour Tortillas	7/4	##
)a	Sliced Ham			1 cup	Salsa*	1/4 cup	Graham Crackers
	##WG Toast	l slice	Baked Potato		Lite Sour Cream	2 T	4 sq
ay	Hash Browns	I cup	Steamed Broccoli**/*	1/2 cup	Vegetable Soup**	l cup	
b	Fluid Skim Milk	2 ea	Mandarin Oranges*		#Saltine Crackers	l pk	
ä			Fluid Skim Milk	l ea		l cup	
反					Lite Italian Dressing	l oz	
Wednesday - Day 4					Sliced Peaches Fluid Skim Milk	1/2 cup 1 ea	
				_			
	Fresh Orange*		#Pork Burrito	2 ea	Country Fried Steak	2 svg	,,,,
10	#Grits	3/4 cup	#Spanish Rice	I cup	Scalloped Potatoes	l cup	##
<u>></u>	Scrambled Eggs	1/2 cup	Salsa*	1/4 cup	Whole Kernel Corn	1/2 cup	Granola Bar
ñ	Bacon	2 slice	Apricot Halves**	1/2 cup	Fruit Salad	1/2 cup	1 Bar
lay - Day 5	##WG Toast		Garden Salad*/**	l cup	##WG Bread	1 slice	
lay	Fluid Skim Milk	l ea	Lite French Dressing	l oz	Fluid Skim Milk	2 ea	
LSC			Fluid Skim Milk	I ea			
Thursd							
	Sliced Peaches	1/2 cup	Turkey Polish Sausage	4 oz	#Lasagna w/ Beef	2 svg	
	##WG Cold Cereal	3/4 cup	Ranch Style Beans***	1 cun	#Soft Bread Stick	2 stick	
9	#Pancakes	3 ea	#Mac N Cheese	1/2 cup	Spinach**	1/2 cup	Fresh Banana
25	Turkey Sausage Patty	2 ea	Cucumber/Tomato Salad*	l cup	Pineapple Chunks*	1/2 cup	1 whole
Da	Fluid Skim Milk	2 ea	##WG Bread	2 slice	Fluid Skim Milk	l ea	
`	Syrup	l oz	Fresh Apple	1 wh			
[a]	, 1		Fluid Skim Milk	l ea			
Friday - Day 6							
	Orange Juice*	2, 4oz	#Pizza w/ Ground Beef	2 ea	Honey Lemon Chicken	2 svg	
	##WG Cold Cereal	3/4 cup	Garden Salad*/**	l cup	Baked Potato*	l ea	##
, <u>N</u>	#Banana Bread Squares	l ea	Lite Ranch Dressing	l oz	Carrots**	1/2 cup	Graham Crackers
Da	Cheesy Egg Scramble	l cup	Minestrone Soup*/**/***	l cup	Pear Halves	1/2 cup	4 sq
, ·	Fluid Skim Milk	2 ea	#Saltine Crackers	l pkg	##Cornbread Fluid Skim Milk	1 svg	
lay			Fruit Salad*/**	1/2 cup	Fluid Skim Milk	l ea	
pi			Fluid Skim Milk	l ea	Vanilla Ice Cream	1/2 cup	
Saturday - Day 7							

		L	os Angeles County Prol	oation D	epartment		
Cycle 4	-Barry J. Nidorf Juvenile Hall	FROM:		TO:			CO MIN OF THE
DAY (DATE	BREAKFAST Item	Com	LUNCH Item	Com	<u>DINNER</u> Item	Corre	SNACK Item
Sunday - Day 1	Fresh Banana ##WG Cold Cereal ##Breakfast Sandwich Non-Fat Yogurt Fluid Skim Milk	3/4 cup 2 ea 6 oz	Vegetable Soup*/** #Saltine Crackers ##Turkey Deli Sandwich Fresh Orange* Fluid Skim Milk	l pk l ea l wh	#Chicken Tomato* Bake Broccoli*/** Green Salad** Lite Italian Dressing	2 svg 1/2 cup 1 cup 1 oz 2 slice 1 ea 1 svg 1 oz	Fresh Apple 1 whole
Monday - Day 2	Pineapple Chunks* ##Cinnamon Oatmeal #Pumpkin Muffin Hash Browns Fluid Skim Milk Spread	1 cup 2 ea 3/4 cup 1 ea	Teriyaki Chicken Bowl w/ Broccoli & Carrots*/** w/ #Steamed Rice Fresh Apple Fluid Skim Milk Royal Brownie	l svg l cup l wh l ea l svg	Roast Beef w/ Brown Gravy Mashed Potatoes Mixed Vegetables** Green Salad** Lite Italian Dressing Sliced Peaches ##WG Dinner Roll Fluid Skim Milk	4 oz 1/4 cup 3/4 cup 1/2 cup 1 cup 1 oz 1/2 cup 1 roll 2 ea	## Granola Bar 1 Bar
Tuesday - Day 3	Applesauce* #Pancakes Hash Browns Sliced Ham Fluid Skim Milk Spread Syrup	3 ea 3/4 cup 3 oz 1 ea 1 ea	##Nachos & Ground Beef Pintos Beans*** Salsa* #Spanish Rice Garden Salad*/** Lite French Dressing Fluid Skim Milk	1 cup 1/4 cup 1/2 cup	Baked Chicken Parslied Potatoes Carrots** Cucumber & Tomato Salad* ##WG Bread Fluid Skim Milk	3 oz 1 cup 1/2 cup 1/2 cup 2 slice 1 ea	## Graham Crackers 4 sq
Wednesday - Day 4	Orange Juice* #Grits #Waffles Turkey Sausage Patty Fluid Skim Milk Syrup	1 cup 3 ea 2 ea 1 ea	Chicken Strips w/ Lite Ranch Dip Baked Potato* w/ Melted LF Cheddar Cheese ##WG Bread Spinach Salad** Lite Italian Dressing Pear Halves Fluid Skim Milk	1 oz 1/2 pot 2 T 1 slice 1 cup	Salisbury Steak w/ Brown Gravy ##Brown Rice Pilaf Green Beans Fruit Salad*/** ##WG Bread Fluid Skim Milk	2 svg 2 oz 1 cup 1/2 cup 1/2 cup 1 slice 1 ea	Fresh Banana 1 Whole
Thursday - Day 5	Fresh Orange* ##WG Cold Cereal Cheesy Egg Scramble ##WG Toast Fluid Skim Milk Spread	1, 1/2 cup 3/4 cup 2 slice 2 ea	Hamburger on ##Whole Wheat Bun Lettuce & Tomatoes* Ketchup Lite Mayo Baked Beans*** Coleslaw* Cantaloupe** Fluid Skim Milk	1 ea 2 lf, 4 slc 1 ea 1 ea 1 cup 1/2 cup		1,1/2 cup 1 cup 1 oz 1 cup 1 ea 1/2 cup 1 wh 1 ea	## Granola Bar 1 bar
Friday - Day 6	Sliced Peaches #Cream of Wheat Scrambled Eggs Bacon ##WG Toast Fluid Skim Milk Sugar Packet Spread	1 cup 1/2 cup 2 strips 1 slice 1 ea 1 ea	Roast Beef & LF Cheddar Cheese on ##WG Bread Mustard/Lite Mayo Lettuce & Tomatoes* Dill Pickle Chips Bean Soup*** #Saltine Crackers Potato salad Mandarin Oranges* Fluid Skim Milk	2 oz 2 slice 1 pkt ea 2 lf, 4 slc 1/4 cup 1 cup	Baked Cajun Chicken Sweet Potatoes** Ranch Style Beans*** Garden Salad*/** Lite French Dressing Fresh Orange* ##WG Dinner Roll Fluid Skim Milk Chocolate Cake w/ Chocolate Glaze	2 svg 1/2 cup 1/2 cup 1 cup 1 oz 1 wh 1 roll 2 ea 1 svg 1 T	## Graham Crackers 4 sq
Saturday - Day 7	Orange Juice* ##WG Cold Cereal #Breakfast Burrito w/ Salsa Fluid Skim Milk	3/4 cup 2 ea	##Pizzaburger on a Roll Minestrone Soup***/** Garden Salad*/** Lite Italian Dressing Pear Halves Fluid Skim Milk	2 svg 1 cup 1 cup 1 oz 1/2 cup	Turkey a la King #Steamed Rice Orange Glazed Carrots** Pineapple Chunks* ##WG Bread Fluid Skim Milk	1,1/2 cup 1 cup 1/2 cup 1/2 cup 1 slice 1 ea	Fresh Apple 1 whole
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain

Common C			L	os Angeles County Prob	ation D	epartment		THE PART OF THE PA
Second S	Cycle 5	- Barry J. Nidorf Juvenile Hall	FROM:		TO:			OF LIKE ME S. C.
Aprice Halves** 1/2 cup %forfilled Chicken Waps* 1 ca Ground Beef & 1/2 cup Serenbled Figgs 1/2 cup Coleslaw* 1/2 cup Serenbled Figgs 1/2 cup Coleslaw* 1/2 cup Sepandis Rec 1/2 cup Sepand								
## Sermished Figgs 1/2 cup Selection	AY / DATE		1/2 our	##Crilled Chielen Wran*			Svg	Item
Hesk Browns			3/4 cup	Raked Potato*	1 not	#Spanish Rice	1, 1/2 cup	
Hesk Browns			1/2 cup	Coleslaw*	1/2 cup	##WG Tortillas	1 ea	##
#WG Toost			3/4 cup	Fresh Apple	1,2 cup	Pear Halves		
Fruid Skim Milk	i		2 slice	Fluid Skim Milk			1/2 cup	
								104
Fresh Orange* 1 wh ##Chicken Parmesan Sand 2 ca Country Fried Steak 2 wg ##WG Cold Cereal 34 cap Green Salad** 1 cap ##WG Cold Cereal 34 cap Fresh Grapes* 1 cap ##WG Engel 1 ca Fresh Grapes* 1 cap ##WG Engel 1 cap Fresh Grapes* 1 cap ##WG Engel 1 cap Fresh Grapes* 1	`							
##WG Cold Cereal								
##WG Cold Cereal								
##WG Cold Cereal								
##WG Cold Cereal		F. 10. *	1 1	AAACI: L. D		C t F: 10: 1		
Turkey Sausage Patry			2/4 cun	Croop Solod**				
##WG Baged			3/4 Cup	Lite Italian Dressing	1 cup	Herbed Broccoli/Cauliflower*		Frech Ranana
Fluid Skim Milk	·	##WG Bagel	l ea	Fresh Granes*		Cantaloune/Honeydew		
Freak Decse		Fluid Skim Milk	l ea	Fluid Skim Milk		Melon Mix**/*	reap	1 WHOIC
	,			Traid Skilli Wilk	1 Cu		1 roll	
Orange Juice* 2, 4oz ##Beef Burrito*** 2 ca ##Turkey For Pie** 1,1/2 cup Pinto Beam*** 1/2 cup Pinto Bea								
## Cream of Wheat 1 cup Pinto Beans*** 1 cup ## French Toast 3 slice 1 cup 2 slice 1 cup 1 cup 1 cup 1 cup 2 slice 1 cup 3 sliced 2 cup 1 cup 2 cup 1 cup 2 cup 2 cup 2 cup 2 cup 3 cup 2 cup 3	`	J/						
## Cream of Wheat 1 cup Pinto Beans*** 1 cup ## French Toast 3 slice 1 cup 2 slice 1 cup 1 cup 1 cup 1 cup 2 slice 1 cup 3 sliced 2 cup 1 cup 2 cup 1 cup 2 cup 2 cup 2 cup 2 cup 3 cup 2 cup 3								
## Cream of Wheat 1 cup Pinto Beans*** 1 cup ## French Toast 3 slice 1 cup 2 slice 1 cup 1 cup 1 cup 1 cup 2 slice 1 cup 3 sliced 2 cup 1 cup 2 cup 1 cup 2 cup 2 cup 2 cup 2 cup 3 cup 2 cup 3								
## Cream of Wheat 1 cup Pinto Beans*** 1 cup ## French Toast 3 slice 1 cup 2 slice 1 cup 1 cup 1 cup 1 cup 2 slice 1 cup 3 sliced 2 cup 1 cup 2 cup 1 cup 2 cup 2 cup 2 cup 2 cup 3 cup 2 cup 3	+	Orange Iuice*	2 407	 ##Beef Burrito***	7 ea	#Turkey Pot Pie**	L 1/2 cup	
#French Toase 3 slice Bacon 2 slice Fresh Apple 1 whole 1 whol			l cun	Pinto Beans***	1/2 cup	Garden Salad*/**		
Bacon 2 slice Fresh Apple 1 wh Sliced Peaches 1/2 cup 1 whole Fluid Skim Milk 1 ca Syrup Syrup 1 ca Syrup			3 slice	Cucumber/Tomato Salad*	l cup	Lite French Dressing		Fresh Orange
Fluid Skim Milk	,						1/2 cup	
Syrup							1 svg	
Fresh Banana	,					Fluid Skim Milk	2 ea	
Fresh Banana		Spread	l ea					
##WG Cold Cereal 1,1/2 cup #Steamed Rice 1 cup #Soft Bread Stick 1 cap ### 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad** 1 cup 1 km 1 cup 1 cup 1 km 1 cup 1 cup 1 km 1 cup		Sugar Packet	l ea					
##WG Cold Cereal 1,1/2 cup #Steamed Rice 1 cup #Soft Bread Stick 1 cap ### 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad** 1 cup 1 km 1 cup 1 cup 1 km 1 cup 1 cup 1 km 1 cup								
##WG Cold Cereal 1,1/2 cup #Steamed Rice 1 cup #Soft Bread Stick 1 cap ### 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad*** 1 cup Green Stalad** 1 cup 1 km 1 cup 1 cup 1 km 1 cup 1 cup 1 km 1 cup								
Siliced Ham			l wh	Chicken Stir-Fry w/ Carrots**	1,1/2cup	#Spaghetti & Meat Sauce	1,1/2cup	
##WG Toast			1, 1/2 cup	#Steamed Rice	l cup	#Soft Bread Stick		
Hash Browns	`							
Fluid Skim Milk			1 slice	Lite Italian Dressing				1 Bar
Fluid Skim Milk			3/4 cup	Fresh Orange*				
Applesauce*		Fluid Skim Milk	2 ea					
##Cinnamon Oatmeal 1 cup ##WG Hot Dog Bun 2 eal Baked Sauce 1 oz ##Brown Rice Pilaf 1 cup ##Brown Rice Pilaf 1 cup ##Brown Rice Pilaf 1 cup Fresh Banana 1 cup 1 colors 1 cup 1				Fluid Skim Milk	1 ea	Vanilla Ice Cream	1/2 cup	
##Cinnamon Oatmeal 1 cup ##WG Hot Dog Bun 2 ea Baked Bans*** 1 cup ##Bornam Rice Pilaf 1 cup Fresh Banana 1 cup Fluid Skim Milk 2 ea Baked Potato* 1 /2 cup 1 /2 cu								
##Cinnamon Oatmeal 1 cup ##WG Hot Dog Bun 2 ea Baked Bans*** 1 cup ##Bornam Rice Pilaf 1 cup Fresh Banana 1 cup Fluid Skim Milk 2 ea Baked Potato* 1 /2 cup 1 /2 cu								
##Cinnamon Oatmeal 1 cup ##WG Hot Dog Bun 2 ea Baked Bans*** 1 cup ##Bornam Rice Pilaf 1 cup Fresh Banana 1 cup Fluid Skim Milk 2 ea Baked Potato* 1 /2 cup 1 /2 cu		4 1 4	1/2			D 1 D1 D		
Turkey Sausage Links					2 ea	Pork Rib Patty W/		
#Muffin Squares 2 sq Fluid Skim Milk 2 ea Spread 1 ea Fluid Skim Milk 1 ea Fresh Apple Fluid Skim Milk 2 ea Syrup Fluid Skim Milk 2 ea Fluid Skim Milk 1 ea Fresh Chressing Fluid Skim Milk 1 ea Fluid Skim Milk 2 ea Fluid Skim Mi		##Cinnamon Oatmeai	1 cup	P-11 P***				El. D
Fluid Skim Milk 2 ea Spread 1 ea Pear Halves 1/2 cup Fluid Skim Milk 1 ea Fresh Apple Fluid Skim Milk 1 ea Fresh Apple Fluid Skim Milk 2 ea	·	#Muffin Squares			1/2 cup	##Brown Rice Pilat		
Pear Halves			2 sq	Polyad Datata*	1/2 cup	Dincomple Chambre*		1 whole
Fluid Skim Milk	,				1/2 pot	##WG Dinner Poll		
Catsup		Spread			1/2 Cup	Fluid Skim Milk		
Mustard 1 ea Spread 1						Trace Skill IVIIIk	1 Cu	
Spread 1 ea								
##WG Cold Cereal 3/4 cup ##WG Bread 2 slice #Eag Noodles 1 cup #Bancakes 3 ea Scrambled Eggs 1/2 cup Fluid Skim Milk 2 ea Syrup 1 oz Lite French Dressing 1 oz Fresh Orange* 1 wh Lite Italian Dressing 1 oz Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Baby Carrots** w/ Salsa* 1/2 cup Fluid Skim Milk 2 ea Fresh Apple 1 wh Fluid Skim Milk 2 ea Fresh Apple Fluid Skim Milk 2 ea Fresh Apple 5 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 7 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 9 slice Fr								
##WG Cold Cereal 3/4 cup ##WG Bread 2 slice #Eag Noodles 1 cup #Bancakes 3 ea Scrambled Eggs 1/2 cup Fluid Skim Milk 2 ea Syrup 1 oz Lite French Dressing 1 oz Fresh Orange* 1 wh Lite Italian Dressing 1 oz Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Cheesy Egg Scramble 3/4 cup Baby Carrots** w/ Salsa* 1/2 cup Fluid Skim Milk 2 ea Fresh Apple 1 wh Fluid Skim Milk 2 ea Fresh Apple Fluid Skim Milk 2 ea Fresh Apple 5 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 6 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 7 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 7 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 8 slice Fresh Apple 9 slice Fr						1		
#Pancakes 3 ea Scrambled Eggs 1/2 cup #Saltine Crackers 1 pk #Biscuit 1 ea Fresh Apple		Sliced Peaches	1/2 cup	Chicken Salad on	1/2 0112	Ground Reef Stroggnoff w/	1.1/2 cup	
Scrambled Eggs 1/2 cup #Saltine Crackers 1 pk Spinach Salad** 1 cup 1 whole 1/2 cup Syrup 1 oz Lite French Dressing 1 oz Fluid Skim Milk 1 ea Fresh Orange* 1 wh Lite Italian Dressing 1 oz Fluid Skim Milk 1 ea Lite Italian Dressing 1 oz Fluid Skim Milk 1 ea Fluid Skim Milk 2 ea Fresh Apple 1 wh Fluid Skim Milk 2 ea Fluid Skim Milk 2 ea Fresh Apple 1 wh Fluid Skim Milk 2 ea			1/2 cup	Chicken Salad on ##WG Bread				
Fluid Skim Milk 2 ea Spinach Salad** 1 cup 1 oz 1 te French Dressing 1 oz 0 oz 1 oz 0 oz 1 o		##WG Cold Cereal	3/4 cup	##WG Bread	2 slice	#Egg Noodles	1 cup	Fresh Apple
Syrup		##WG Cold Cereal #Pancakes	3/4 cup 3 ea	##WG Bread Bean Soup***	2 slice 1 cup	#Egg Noodles #Biscuit	l cup l ea	
Fresh Orange* 1 wh Fluid Skim Milk 1 ea	,	##WG Cold Cereal #Pancakes Scrambled Eggs	3/4 cup 3 ea 1/2 cup	##WG Bread Bean Soup*** #Saltine Crackers	2 slice 1 cup 1 pk	#Egg Noodles #Biscuit Garden Salad*/**	l cup l ea l cup	
Mandarin Oranges* 1/2 cup ##Beef Tacos w/ 2 ea Roasted Turkey w/ 3 oz Turkey Gravy 1/4 cup Baked Sweet Potato** 1 wh ## 4 sq 4 sq 4 sq 5 cap 1 oz 5 cap 1 oz 5 cap 1 oz 5 cap 1 oz 5 cap 1 wh 1 wh 1 cap 1 wh 1 cap 1 oz 5 cap 1 oz		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk	3/4 cup 3 ea 1/2 cup 2 ea	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad**	2 slice 1 cup 1 pk 1 cup	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves	l cup l ea l cup l/2 cup	
#Grits		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk	3/4 cup 3 ea 1/2 cup 2 ea	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing	2 slice 1 cup 1 pk 1 cup 1 oz	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk	1 cup 1 ea 1 cup 1/2 cup 1 ea	
#Grits		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk	3/4 cup 3 ea 1/2 cup 2 ea	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange*	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk	1 cup 1 ea 1 cup 1/2 cup 1 ea	
#Grits		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk	3/4 cup 3 ea 1/2 cup 2 ea	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange*	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk	1 cup 1 ea 1 cup 1/2 cup 1 ea	
#Banana Bread Squares 2 ea Refried Beans*** 1 cup Baked Sweet Potato** 1 wh ## Cheesy Egg Scramble 3/4 cup #Spanish Rice 1 cup #Macaroni & Cheese 1/2 cup Graham Cracke 1/4 cup Broccoli*/** 1/2 cup 4 sq 1/2 cup 4 sq 1/2 cup 1/2	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk	3/4 cup 3 ea 1/2 cup 2 ea 1 oz	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk	1 cup 1 ea 1 cup 1/2 cup 1 ea	
Cheesy Egg Scramble 3/4 cup Fluid Skim Milk 1 ea Baby Carrots** w/ 1/2 cup Baby Carrots** w/ 1/2 cup Baby Carrots** w/ 1/2 cup H#WG Bread 1 slice Creamy Veggie Dip 1 oz Fluid Skim Milk 2 ea Fresh Apple 1 wh		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges*	3/4 cup 3 ea 1/2 cup 2 ea 1 oz	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz	
Fluid Skim Milk	,	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits	3/4 cup 3 ea 1/2 cup 2 ea 1 oz	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese*	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup	1 whole
Baby Carrots** w/	,	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans***	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato**	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh	1 whole
Creamy Veggie Dip 1 oz Fluid Skim Milk 2 ea Fresh Apple 1 wh	,	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares Cheesy Egg Scramble	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea 3/4 cup	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato** #Macaroni & Cheese	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh 1/2 cup	1 whole ## Graham Cracke
Fresh Apple 1 wh	,	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares Cheesy Egg Scramble	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea 3/4 cup	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice Salsa*	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea 1 cup 1/4 cup	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato** #Macaroni & Cheese Broccoli*/**	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh 1/2 cup 1/2 cup	1 whole ## Graham Cracke
		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares Cheesy Egg Scramble	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea 3/4 cup	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice Salsa* Baby Carrots** w/	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea 1 cup 1 cup 1/4 cup 1/2 cup	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato** #Macaroni & Cheese Broccoli*/** ##WG Bread	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh 1/2 cup 1/2 cup 1 slice	1 whole ## Graham Cracke
1 Taga Skiili Iviik 1 Ca	,	##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares Cheesy Egg Scramble	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea 3/4 cup	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice Salsa* Baby Carrots** w/ Creamy Veggie Dip	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea 1 cup 1 cup 1/2 cup 1/2 cup 1 oz	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato** #Macaroni & Cheese Broccoli*/** ##WG Bread	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh 1/2 cup 1/2 cup 1 slice	1 whole ## Graham Cracke
		##WG Cold Cereal #Pancakes Scrambled Eggs Fluid Skim Milk Syrup Mandarin Oranges* #Grits #Banana Bread Squares Cheesy Egg Scramble	3/4 cup 3 ea 1/2 cup 2 ea 1 oz 1/2 cup 3/4 cup 2 ea 3/4 cup	##WG Bread Bean Soup*** #Saltine Crackers Spinach Salad** Lite French Dressing Fresh Orange* Fluid Skim Milk ##Beef Tacos w/ Lettuce/Tomato/Cheese* Refried Beans*** #Spanish Rice Salsa* Baby Carrots** w/ Creamy Veggie Dip Fresh Apple	2 slice 1 cup 1 pk 1 cup 1 oz 1 wh 1 ea 2 ea 1 cup 1 cup 1/4 cup 1/2 cup 1 oz 1 wh	#Egg Noodles #Biscuit Garden Salad*/** Pear Halves Fluid Skim Milk Lite Italian Dressing Roasted Turkey w/ Turkey Gravy Baked Sweet Potato** #Macaroni & Cheese Broccoli*/** ##WG Bread	1 cup 1 ea 1 cup 1/2 cup 1 ea 1 oz 3 oz 1/4 cup 1 wh 1/2 cup 1/2 cup 1 slice	1 whole ## Graham Cracke

NSL	P Cycle 1 (Grade 9-12)	FROM:	Los Angeles County Proba		parement					
				TO:		//\	NSLP Breakfast			
	<u>BREAKFAST</u>		NSLP LUNCH		DINNER		<u>SNACK</u>			
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	LY TOTA	LS
	AM Supplement		##WG Chicken Sandwich	1 sand		2 svg		Kcal	2804	
	##Breakfast Burrito		Lettuce and Tomatoes	1/2 c,2 sl		1 cup	F 10 *	Fat	26.96 7.60	%
ay	w/ Salsa Turkey Sausage Links		Ranchero Beans*** Garden Salad**		Green Salad** LF French Dressing	1 cup 2 pkt	Fresh Orange*	Sat Fat Pro	7.60	% SVG
Sunday - Day 1	Orange Juice*		LF Italian Dressing		##WG Bread	1 slice	164	Dairy	4	SVG
lay	Fluid Skim Milk, Unflavored		Lite Mayo		Spread	l ea		V/F	15.75	SVG
lind Pur	NSLP Breakfast		Pear Diced	1/2 cup	Fluid Skim Milk, Unflavored	l ea		G/WG	7.5/6.5	SVG
S	Apricot Halves**		Fresh Grapes	l cup				Vit A	3	SVG
	##WG Corn Flake		Fluid Skim Milk, Unflavored	l ea				Vit C	2	SVG
	Fluid Skim Milk, Unflavored	l ea	Sloppy Joe Sandwich on	1	Donate d Tondonomy	2		Fiber Kcal	44 2927	Gm
	AM Supplement ##Cinnamon Oatmeal	1 cup	##WG Bun	1 ea	Roasted Turkey w/ ##Bread Stuffing	3 oz 1 svg		Fat	25.27	%
7.2	Bacon		Lettuce & Tomato Salad	Leup	Mashed Potatoes w/	1/2 cup	## WG	Sat Fat	8.68	%
Day	Hash Browns		Lite Ranch Dressing	2 pkt	Turkey Gravy	1/4 cup	NutriGrain Bar	Pro	2	SVG
$\begin{bmatrix} 2 \end{bmatrix}$	Fluid 1% Milk, Unflavored		Whole Kernel Corn	1/2 cup	Mixed Vegetable**	1 cup	l ea	Dairy	4	SVG
day	NSLP Breakfast		Spread	l ea	Canned Peaches	1/2 cup		V/F	11.5	SVG
Monday - Day 2	Fresh Honeydew*		Fresh Apple		##Dinner Roll	2 ea		G/WG	10.25/10.2	
Σ	##Blueberry Muffin Square		Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea		Vit A	1	SVG
	Fluid 1% Milk, Unflavored	l ea			Spread	l ea		Vit C	1	SVG
$\vdash \vdash \vdash$	AM Complement		Crematin Carri Da-1-	1	#Cm and anti vy/ N f	1		Fiber	47 2793	Gm
	AM Supplement	2	Sweet n Sour Pork		#Spaghetti w/ Meatsauce & Parmesan Cheese	1 cup		Kcal Fat	2793	%
5,	#Pancakes Spiced Apple Topping		##Brown Rice Green Beans	1/2 cup	##Dinner Roll	1 tbsp 2 ea	Fresh Banana	Fat Sat Fat	6.34	%
)ay	Scrambled Eggs		Green Salad**		Garden Salad**	l cup	l ea	Pro	3	SVG
1,	LF Yogurt		LF French Dressing		LF Italian Dressing	2 pkt	1 Ca	Dairy	5	SVG
lay	Fluid Skim Milk, Unflavored		Fresh Cantaloupe*/**		Fruit Cocktail	1/2 cup		V/F	12.5	SVG
Tuesday - Day 3	NSLP Breakfast		Fluid Skim Milk, Unflavored		Fluid Skim Milk, Unflavored	l ea		G/WG	9/6	SVG
r I	Pear Diced	1 cup	·					Vit A	3	SVG
	##WG Mini-Wheats Cereal	2 box						Vit C	1	SVG
	Fluid Skim Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement	_	Hot Roast Beef &	2 oz		l svg		Kcal	2828	
ay.	#Grits Turkey Sausage Links	1 cup 2 ea	American Cheese on ##WG Bread		Garden Salad** LF French Dressing	l cup	Fresh Pear	Fat Sat Fat	28.26 9.38	%
Õ	O'Brien Potatoes		##WG Bread Mustard		Fresh Orange*	2 pkt 1 ea	l ea	Pro	3	SVG
rg	Fluid 1% Milk, Unflavored		Lite Mayo		Mexicali Corn	1/2 cup	1 ea	Dairy	5	SVG
sde	NSLP Breakfast	1 Ca	Lettuce and Tomatoes		##WG Bread	2 slice		V/F	14.75	SVG
lne	Pineapple Chunks*	1 cup	Coleslaw	1/2 cup	Apricot Halves**	1 cup		G/WG	9/7	SVG
Wednesday - Day 4	##WG Corn Flake	2 box	Potato Salad	2/3 cup	Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG
>	Fluid 1% Milk, Unflavored	l ea	Fresh Apple	l ea				Vit C	2	SVG
	_		Fluid 1% Milk, Unflavored	l ea				Fiber	39	Gm
	AM Supplement	_	##WG Beef Burrito		BBQ Chicken	6 oz	"""	Kcal	2924	
5	#Quiche ##WG Bread		Whole Kernel Corn Green Salad**	1/2 cup 1 cup		1 cup 1/2 cup	## WG Graham Crackers	Fat Sat Fat	21.63 7.87	%
)ay	LF Yogurt		LF French Dressing		Sauteed Spinach**	1/2 cup	3, 2.5" sq	Pro	3.75	SVG
[7]	Fluid Skim Milk, Unflavored		Salsa		Garden Salad**	l cup	5, 2.5 sq	Dairy	5.5	SVG
day	Jelly		Fresh Watermelon	l cun	LF Italian Dressing	2 pkt		V/F	14.25	SVG
Thursday - Day 5	NSLP Breakfast		Fluid Skim Milk, Unflavored		Canned Peaches	1/2 cup		G/WG	6.5/6.5	SVG
된	Mandarin Oranges*	1 cup	,		Fluid Skim Milk, Unflavored	l ea		Vit A	3	SVG
i ,	##WG Mini-Wheats Cereal	2 box	_					Vit C	1	SVG
$\sqcup \sqcup$	Fluid Skim Milk, Unflavored	l ea	Warran o W Lot					Fiber	45	Gm
	AM Supplement		##WG Grilled Cheese Sandwich		Jambalaya with Chicken	1,1/2 cup		Kcal	2862 24.31	-
	#Cream of Wheat		Tomato Bisque Soup Garden Salad**		##Cornbread	2 ea 1 cup	Erech Apple	Fat Sat Fat	8.70	% %
ay (Turkey Breakfast Patty Canned Peaches		LF Italian Dressing	2 mb+	Apricot Halves** Green Salad**	l cup	Fresh Apple l ea	Pro	2	SVG
Õ	Fluid 1% Milk, Unflavored		Crunchy Baby Carrots**		LF French Dressing	2 pkt	1 Ca	Dairy	5	SVG
Friday - Day 6	NSLP Breakfast		Lite Ranch Dip		Fluid 1% Milk, Unflavored	l ea		V/F	14.25	SVG
rid	Fresh Banana	2 ea	Fresh Honeydew*	l cup				G/WG	9/7	SVG
ഥ	##WG Corn Flake		Fluid 1% Milk, Unflavored	l ea				Vit A	4	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	1	SVG
$\vdash \vdash \vdash$	AMC		TT	+ .	Chialana Ceia E	1.1/2		Fiber	37	Gm
	AM Supplement Cheesy Egg Scramble	1/2	Hamburger on ##WG Bun w/		Chicken Stir-Fry w/ Carrots & Broccoli*/**	1,1/2 cup	44110	Kcal Fat	292l 23.98	0/
2.	Salsa	1/2 cup	##WG Bun W/ Lettuce and Tomatoes	1/2 c 2 sl	#Steamed Rice	l cup	## WG Graham Crackers	Fat Sat Fat	7.95	%
Saturday - Day 7	##Corn Tortilla		Vegetarian Baked Beans***		Fresh Apple	1 cup	3, 2.5" sq	Pro	4.5	SVG
[]	Applesauce		Garden Salad **		##WG Bread	2 slice	J, 2.J 34	Dairy	4.5	SVG
day	Fluid Skim Milk, Unflavored		LF French Dressing		Fluid Skim Milk, Unflavored	l ea		V/F	13	SVG
H H	NSLP Breakfast		Pear diced	1 cup				G/WG	10/8	SVG
Sat	Fresh Grapes		Ketchup	l pkt				Vit A	2	SVG
	##WG Banana Bread		Mustard	l pkt				Vit C	1	SVG
 										
	Fluid Skim Milk, Unflavored *Vitamin C	l ea	Fluid 1% Milk, Chocolate ***Legume	l ea	#Bread/Grain		## (WG) Whole Grain	Fiber	43	Gm

Los Angeles County Probation Department													
			Los Angeles County Proba	tion De	partment								
<u>NSL</u>	<u>P Cycle 2</u> (Grade 9-12)	FROM:		TO:			NSLP Breakfast						
	BREAKFAST		NSLP LUNCH		DINNER		<u>SNACK</u>						
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	LY TOTA	LS			
	AM Supplement		##Chicken Tacos w/	2 ea		2 svg		Kcal	2857				
_	##Cinnamon Oatmeal	l cup	Lettuce/Tomato/Cheese		Parslied Potatoes	l cup	_ , , ,	Fat	21.72	%			
ay]	Turkey Sausage Links		Ranchero Beans***		Steamed Carrots**	l cup	Fresh Apple	Sat Fat	7.37	%			
Sunday - Day 1	Hash Browns		##WG Spanish Rice		Green Salad**	1 cup	l ea	Pro Dairy	4.5 4.25	SVG			
ry .	Fluid 1% Milk, Unflavored NSLP Breakfast	l ea	Whole Kernel Corn Mandarin Oranges*		LF Italian Dressing ##WG Bread	2 pkt 2 slice		V/F	15	SVG			
nde	Canned Peaches	1 cup	Fluid 1% Milk, Unflavored	l cup		1/2 cup		G/WG	8.5/8.5	SVG			
Suı	##Granola Bar	2 ea	1 Idia 170 Wilk, Cililavorea	Teup	Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG			
	Fluid 1% Milk, Unflavored	l ea			Spread	l ea		Vit C	1	SVG			
	Train 170 min, eminyeren				Spread			Fiber	51	Gm			
	AM Supplement		##Pizzaburger on Roll	l ea	##Meat Loaf w/	2 ea		Kcal	2880				
61	Orange Juice*	8 oz	Minestrone Soup***	l cup		l/4 cup		Fat	23.73	%			
Monday - Day 2	Scrambled Eggs	1/2 cup	Garden Salad**		#Steamed Rice	1/2 cup	Fresh Orange*	Sat Fat	7.2	%			
Õ	#Pancakes	2 ea	LF French Dressing		Mixed Vegetables**	l cup	l ea	Pro	4.125	SVG			
, y	Syrup		Pineapple Chunks*		Green Salad**	l cup		Dairy	4	SVG			
ıda	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea	LF Italian Dressing	2 pkt		V/F	14.25	SVG			
lor	NSLP Breakfast				Brownie	l ea		G/WG	7.5/4.5	SVG			
2	Apricot Halves**	1 cup			Fluid Skim Milk, Unflavored	l ea		Vit A	3	SVG			
	##WG Corn Flake Fluid Skim Milk, Unflavored	2 box						Vit C Fiber	41	SVG Gm			
	AM Supplement	l ea	Beef Hot Dog on	1	Baked Cajun Chicken	2		Fiber	2773	Gm			
	Turkey Sausage Links	2 ea	##WG Bun	1 ea	##Brown Rice Pilaf	2 svg 1/2 cup		Fat	25.60	%			
7.3	##WG Bread	2 slice	##WG Bun Coleslaw	1/2 cup		1/2 cup	##WG	Sat Fat	7.94	%			
Tuesday - Day 3	Canned Peaches		Potato Salad		LF French Dressing	2 pkt	Graham Crackers	Pro	4.75	SVG			
ή.	Fluid 1% Milk, Unflavored		Fresh Watermelon		Mandarin Oranges*	l cup	3, 2.5" sq	Dairy	4	SVG			
lay	Jelly		Ketchup		Vegetarian Baked Beans***	l cup	3, 2.3 sq	V/F	12.75	SVG			
psa	NSLP Breakfast	7 611	Mustard		Fluid 1% Milk, Unflavored	l ea		G/WG	8/8	SVG			
μ̈́	Fresh Banana	2 ea	Fluid 1% Milk, Unflavored	l ea				Vit A	1	SVG			
	##WG Mini-Wheats Cereal	2 box	,,					Vit C	1	SVG			
	Fluid 1% Milk, Unflavored	l ea						Fiber	47	Gm			
	AM Supplement		Roast Beef w/	3 oz	##Nachos w/ Ground Turkey	l svg		Kcal	2890				
4	#Cream of Wheat	1 cup	Brown Gravy		Pinto Beans***	1/2 cup		Fat	22.94	%			
Day	Cheesy Egg Scramble	1/2 cup	Scalloped Potatoes	1/2 cup	##WG Spanish Rice	1/2 cup	Fresh Pear	Sat Fat	8.61	%			
7	Applesauce		Spinach Salad**	l cup		1/4 cup	l ea	Pro	3.25	SVG			
Wednesday - Day 4	##WG Bread	1 slice	Lite Ranch Dressing		Green Salad**	l cup		Dairy	5	SVG			
Ses	Fluid Skim Milk, Unflavored	l ea	##WG Bread		LF Italian Dressing	2 pkt		V/F	11.75	SVG			
-fj	NSLP Breakfast		Fresh Apple		Fresh Orange*	l ea		G/WG	8.5/6.5	SVG			
×	Fresh Grapes	1 cup	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG			
	##WG Corn Flake	2 box						Vit C	1	SVG			
	Fluid Skim Milk, Unflavored	l ea	Hamburger on	1	JChili Manard Communi Danf	1.1/2		Fiber Kcal	39 2834	Gm			
	AM Supplement Turkey Breakfast Patty	l ea		l ea	#Chili Mac w/ Ground Beef Sauteed Spinach**	1, 1/2 cup		Fat	34.88	0/			
10	Scrambled Eggs	1/2 cup	Ketchup	1 1	Fruit Cocktail	1/2 cup 1/2 cup	Fresh Banana	Sat Fat	11.52	%			
xy.	Hash Browns		Mustard		##WG Bread	1/2 cup	l ea	Pro	4	SVG			
Thursday - Day 5	Fluid 1% Milk, Unflavored		Lite Mayo		Fluid 1% Milk, Unflavored	l ea	1 ca	Dairy	4	SVG			
ry .	NSLP Breakfast	1 Ca	Lettuce and Tomatoes	1/2 c,2 sl	1 luid 1 /0 lville, Olillavorcu	1 ca		V/F	13	SVG			
$^{\rm sps}$	Pineapple Chunks*	1 cup	Potato Salad	2/3 cup				G/WG	7/5	SVG			
in l	##WG Muffin Squares	2 ea	Whole Kernel Corn	1/2 cup				Vit A	1	SVG			
È	Fluid 1% Milk, Unflavored	l ea	Applesauce	1/2 cup				Vit C	2	SVG			
			Fresh Orange*	l ea				Fiber	32	Gm			
			Fluid 1% Milk, Unflavored	l ea									
	AM Supplement		##Chicken & Chz Quesadilla		Pork Chop Suey	1, 1/2 cup		Kcal	2856				
	Breakfast Sandwich on	l ea	Lite Sour Cream		##Brown Rice	l cup		Fat	22.01	%			
y 6	##WG Bread		Vegetable Soup	l cup	Steamed Carrots**	l cup	Fresh Apple	Sat Fat	7.76	%			
Friday - Day 6	##Cinnamon Oatmeal	1 cup	Garden Salad**		Garlic Broccoli*	l cup	l ea	Pro	3.5	SVG			
[]	LF Yogurt		LF French Dressing		Pineapple Chunks*	1 cup		Dairy	5.25	SVG			
day	Fluid Skim Milk, Unflavored	l ea	Fresh Honeydew*	1 cup	Fluid Skim Milk, Unflavored	l ea		V/F	15.25	SVG			
Frí	NSLP Breakfast Pear Diced	1	Fluid Skim Milk, Unflavored	l ea		-		G/WG	9.5/9.5	SVG			
_	##WG Mini-Wheats Cereal	1 cup 2 box						Vit A Vit C	3	SVG			
	Fluid Skim Milk, Unflavored	l ea						Fiber	51	Gm			
\vdash	AM Supplement	1 ea	##WG Turkey Sandwich	1 00	Baked Chicken Scandia	2 svg		Kcal	2852	Ont			
	#Waffles	300	Vegetarian Baked Beans***		#Steamed Rice	l cup		Fat	19.25	%			
Saturday - Day 7	Spiced Apple Topping	1/3 cup			Parslied Potatoes	l cup	##WG	Sat Fat	5.79	%			
Da.	Turkey Sausage Links	2 ea	Fresh Orange*		Green Salad**	1 cup	NutriGrain Bar	Pro	3.75	SVG			
	Fluid 1% Milk, Unflavored	l ea	Mustard	l pkt	LF Italian Dressing	2 pkt	l ea	Dairy	4	SVG			
day	NSLP Breakfast		Lite Mayo	l pkt	Apricot Halves**	l cup		V/F	13.25	SVG			
, aŭ	Fresh Apple	l ea	Fruit Cocktail	1/2 cup	##Dinner Roll	l ea		G/WG	10.75/5.75	SVG			
Sat	##WG Corn Flake	2 box	Fluid 1% Milk, Chocolate		Fluid 1% Milk, Unflavored	l ea		Vit A	2	SVG			
	Fluid 1% Milk, Unflavored	l ea						Vit C	1	SVG			
								Fiber	40	Gm			
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain			\perp			

NICT										
NICT			Los Angeles County Proba	ation De	partment					
INDI	<u>P Cycle 3</u> (Grade 9-12)	FROM:	,	TO:	•		NSLP Breakfast			
- 102	BREAKFAST	THOME	NSLP LUNCH	10.	DINNER		SNACK			+
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAII	LY TOTA	ALS
	AM Supplement		Beef Hot Dog on	l ea	#Spaghetti w/ Meatsauce	l cup		Kcal	2807	
	Turkey Sausage Links	2 ea	## WG Bun		& Parmesan Cheese	1 tbsp		Fat	30.47	%
y 1	Scrambled Eggs		Ketchup	l pkt	##Dinner Roll	2 ea	##WG	Sat Fat	10.15	%
)a	##WG Bread	2 slice	Mustard	l pkt	Garlic Broccoli*	1 cup	NutriGrain Bar	Pro	4	SVG
7	Jelly	l ea	Potato Salad	2/3 cup	Green Salad**	1 cup	l ea	Dairy	4.5	SVG
Sunday - Day 1	Fluid Skim Milk, Unflavored	l ea	Coleslaw	1/2 cup	LF Italian Dressing	2 pkt		V/F	12	SVG
in l	NSLP Breakfast		Fresh Cantaloupe*/**	1 cup	Canned Peaches	1/2 cup		G/WG	9.75/8.75	SVG
S	Fresh Banana	2 ea	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG
	##WG Mini-Wheats Cereal	2 box			Ice Cream Variety	l ea		Vit C	2	SVG
	Fluid Skim Milk, Unflavored	l ea			-			Fiber	45	Gm
	AM Supplement		##WG Chicken Sandwich	1 sand	#Porcupine Meatballs w/	3 ea		Kcal	2753	
6	O'Brien Potatoes		Lettuce and Tomatoes	1/2 c,2 sl		2 oz		Fat	27.22	%
Monday - Day 2	Turkey Breakfast Patty		Lite Mayo		##Brown Rice Pilaf	1/2 cup	Fresh Apple	Sat Fat	7.18	%
Ã	##WG Bread		Mustard	l pkt	Herbed Broccoli/Cauliflower*/**	1/2 cup	l ea	Pro	3.25	SVG
× ×	Jelly		Spinach Salad**	l cup	Garden Salad**	l cup		Dairy	4	SVG
da	Fluid 1% Milk, Unflavored		Lite Ranch Dressing		LF French Dressing	2 pkt		V/F	15.25	SVG
O	NSLP Breakfast		Green Beans		Fluid 1% Milk, Unflavored	l ea		G/WG	8.5/7	SVG
Σ	Fresh Honeydew*		Vegetarian Baked Beans***		#Cherry Crisp	l svg		Vit A	3	SVG
	##WG Mini-Wheats Cereal		Fresh Grapes	1 cup				Vit C	2	SVG
	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea				Fiber	48	Gm
	AM Supplement		##WG Turkey Sandwich		Pork Chops	3 oz		Kcal	2934	
~	Orange Juice*		Ranchero Beans***	1/2 cup		1/2 cup		Fat	21.93	%
Tuesday - Day 3	#Cream of Wheat		Garden Salad**	1 cup		1/2 cup	Fresh Orange*	Sat Fat	6.98	%
ñ	Turkey Sausage Links		LF Italian Dressing	2 pkt	Applesauce	1/2 cup	l ea	Pro	3	SVG
× ×	Fluid Skim Milk, Unflavored	l ea	Fresh Pear		##Dinner Roll	l ea		Dairy	4	SVG
da	NSLP Breakfast		Lite Mayo		Spread	l ea		V/F	12.75	SVG
<u>s</u>	Fresh Watermelon		Mustard		Fluid Skim Milk, Unflavored	l ea		G/WG	8/5	SVG
Ĕ	##Peach Muffin Square		Fruit Cocktail	1/2 cup	#Spice Cake	l svg		Vit A	2	SVG
	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea				Vit C	2	SVG
								Fiber	37	Gm
	AM Supplement		BBQ Beef on	l ea		2 svg		Kcal	2878	
4	#Quiche	l svg			##Corn Tortillas			Fat	23.27	%
ay	##WG Bread		Vegetarian Baked Beans***	l cup		1/4 cup	##WG	Sat Fat	7.27	%
Ú	Hash Browns		Garlic Broccoli*	l cup		l oz	Graham Crackers	Pro	4.25	SVG
Wednesday - Day 4	LF Yogurt		Mandarin Oranges*	l cup		1/2 cup	3, 2.5" sq	Dairy	5	SVG
gd ₂	Jelly	l ea	Fluid 1% Milk, Unflavored	l ea		l cup		V/F	11	SVG
ne	Fluid 1% Milk, Unflavored	l ea			LF French Dressing	2 pkt		G/WG	8.5/8.5	
ed	NSLP Breakfast				Canned Peaches	1/2 cup		Vit A	1	SVG
}	Fresh Apple	l ea			Fluid 1% Milk, Unflavored	l ea		Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	43	Gm
	Fluid 1% Milk, Unflavored	l ea								
	AM Supplement		## WG Chicken Burrito		Country Fried Steak	2 svg		Kcal	2882	
10	#Grits		##Steamed Brown Rice		w/ Brown Gravy	2 oz		Fat	24.17	%
ay	Scrambled Eggs		Garden Salad**		Parslied Potatoes	1 cup	##WG	Sat Fat	8.71	%
Ú	Applesauce*		LF Italian Dressing		Whole Kernel Corn	1/2 cup	NutriGrain Bar	Pro	4	SVG
ay	Fluid Skim Milk, Unflavored	l ea	Apricot Halves**		##WG Bread	2 slice	l ea	Dairy	4.5	SVG
sd	NSLP Breakfast		Fluid Skim Milk, Unflavored	l ea	Fresh Orange*	l ea		V/F	14.5	SVG
Thursday - Day	Fresh Grapes	l cup			Pear Diced	1 cup		G/WG	9.25/7.25	
É	##WG Mini-Wheats Cereal	2 box			Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG
	Fluid Skim Milk, Unflavored	l ea			1			Vit C	2	SVG
$-\!\!\!\!-\!\!\!\!\!-$	1270		W. 10 15 6		D 1 2 4			Fiber	46	Gm
	AM Supplement		#Lasagna w/ Ground Beef		Pork Rib Patty w/	l ea		Kcal	2904	+-
	#Pancakes		##WG Garlic Bread		BBQ Sauce	l oz		Fat	25.9	%
Friday - Day 6	Turkey Breakfast Patty	2 ea	Green Salad**		##Dinner Roll	2 ea	##WG	Sat Fat	8.35	%
Da	Fluid 1% Milk, Unflavored		LF French Dressing		Ranchero Beans***	1/2 cup	Graham Crackers	Pro	2.75	SVG
	Syrup	l ea	Garlic Broccoli*		Sauteed Spinach**	1/2 cup	3, 2.5" sq	Dairy	4.5	SVG
lay	NSLP Breakfast		Fresh Honeydew*	l cup		1 cup		V/F	12	SVG
ij	Mandarin Oranges*	1 cup	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea		G/WG	10.75/7	SVG
-	##WG Corn Flake	2 box						Vit A	2	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	3	SVG
-		1			HUNTIO D			Fiber	38	Gm
	AM Supplement	* /-	Honey Lemon Chicken		##WG Pepperoni Pizza	2 ea		Kcal	2870	-
~	Cheesy Egg Scramble		Scalloped Potatoes		Garden Salad**	1 cup	E1 D	Fat	25.13	%
ay	Salsa		Steamed carrots**		LF Italian Dressing	2 pkt	Fresh Banana	Sat Fat	10.21	%
-	Turkey Sausage Links		Canned Peaches		Minestrone Soup***	1 cup	l ea	Pro	2.875	SVG
ay	Fluid Skim Milk, Unflavored	l ea	##WG Bread		#Saltine Crackers	l pk		Dairy	5.5	SVG
II	NSLP Breakfast		Fresh Orange*	l ea		1/2 cup		V/F	12.5	SVG
Saturday - Day 7	Apricot Halves**		Fluid 1% Milk, Chocolate	l ea	Fluid Skim Milk, Unflavored	l ea		G/WG	6.33/6	SVG
- 22	##WG Banana Bread	2 ea 1 ea						Vit A	3	SVG
3 53		100	i e		ii		i	Vit C	1	SVG
30	Fluid Skim Milk, Unflavored	1 Ca						Fiber	42	Gm

			Ci	CLE	4					
			Los Angeles County Proba	tion De	partment					
NSL	P Cycle 4 (Grade 9-12)	FROM:		TO:			NSLP Breakfast	ı		
	BREAKFAST	-	NSLP LUNCH		DINNER		<u>SNACK</u>		_	_
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	ILY TOTA	ALS
	AM Supplement		##WG Turkey Sandwich		#Chicken Tomato Bake	2 svg		Kcal	2894	
_	Breakfast Sandwich on	l ea	Ranchero Beans***		Garlic Broccoli*	l cup	- 1 (1	Fat	24.57	%
Sunday - Day 1	##WG Bread		Potato Salad		Green Salad**	1 cup	Fresh Apple	Sat Fat	7.67	%
Ŏ,	LF Yogurt Fluid 1% Milk, Unflavored		Mustard Lite Mayo	1 pkt	LF Italian Dressing ##WG Bread	2 pkt	l ea	Pro Dairy	2.5 4.75	SVG
ry ,	NSLP Breakfast	l ea	Pear Diced		Fluid 1% Milk, Unflavored	l slice l ea		V/F	12.75	SVG
ndå	Fresh Grapes	l cup			#Pineapple Upside-down Cake	l svg		G/WG	10/7	SVG
Su	##Peach Muffin Square		Fluid 1% Milk, Unflavored	l ea	771 meappie opside down care	13,8		Vit A	1	SVG
	Fluid 1% Milk, Unflavored	l ea						Vit C	2	SVG
	, i							Fiber	43	Gm
	AM Supplement		Teriyaki Chicken Bowl w/	l svg	Roast Beef w/	3 oz		Kcal	2879	
7	##Cinnamon Oatmeal	1 cup	Broccoli/Carrots/Cabbage*/**		Brown Gravy	1/4 cup		Fat	18.59	%
ау	Hash Browns	1/2 cup	& ##Brown Rice		Mashed Potatoes	1/2 cup	##WG	Sat Fat	4.65	%
Ú	Turkey Sausage Links Fluid Skim Milk, Unflavored	2 ea 1 ea			Mixed Vegetables** Green Salad**	1 cup		Pro Dairy	4	SVG
Monday - Day 2	NSLP Breakfast	1 ea	Fluid Skim Milk, Unflavored	1 ea	LF Italian Dressing	l cup 2 pkt	3, 2.5" sq	V/F	15	SVG
pu	Pineapple Chunks*	1 cup			Canned Peaches	1 cup		G/WG	9/9	SVG
Mo	##WG Mini-Wheats Cereal	2 box			Fresh Banana	l ea		Vit A	3	SVG
	Fluid Skim Milk, Unflavored	l ea			##Dinner Roll	2 ea		Vit C	3	SVG
					Fluid Skim Milk, Unflavored	l ea		Fiber	50	Gm
	AM Supplement		Baked Chicken		##Nachos w/ Ground Turkey	l svg		Kcal	2807	
~	#Pancakes		Parslied Potatoes		Pinto Beans***	1/2 cup	_	Fat	24.1	%
ay	O'Brien Potatoes		Tangy Cucumber & Tomato Salad		##WG Spanish Rice	1/2 cup	Fresh Orange*	Sat Fat	8.28	%
Ú,	Sliced Ham		##WG Bread		Steamed Carrots**	l cup	l ea	Pro	3.5	SVG
xy.	Syrup Fluid 1% Milk, Unflavored		Apricot Halves**		Garden Salad**	1 cup		Dairy V/F	4.75	SVG SVG
Tuesday - Day 3	NSLP Breakfast	l ea	Fluid 1% Milk, Unflavored	1 ea	LF French Dressing Ice Cream Variety	2 pkt 1 ea		G/WG	13.5 8.5/5.5	
n.	Mandarin Oranges*	1 cup			Fluid 1% Milk, Unflavored	l ea		Vit A	3	SVG
Г	##WG Corn Flake	2 box			1 fuid 170 lville, Offilavored	1 Ca		Vit C	2	SVG
	Fluid 1% Milk, Unflavored	l ea						Fiber	39	Gm
	AM Supplement		##WG Chicken Sandwich	1 sand	Salisbury Steak w/	2 ea		Kcal	2921	$\overline{}$
4	#Waffles	3 ea	Lettuce & Tomatoes	1/2 c,2 sl	Brown Gravy	2 oz		Fat	25.73	%
Day	Turkey Sausage Links		Ketchup		##Brown Rice Pilaf	1/2 cup	Fresh Banana	Sat Fat	7.16	%
7	Fluid Skim Milk, Unflavored		Mustard		Green Beans	1/2 cup	l ea	Pro	4.25	SVG
Wednesday - Day 4	Syrup	l ea	Vegetarian Baked Beans***		##WG Bread	2 slice		Dairy	4	SVG
ies	NSLP Breakfast		Garlic Broccoli*		Fruit Cocktail	1 cup		V/F	12	SVG
rb:	Apricot Halves** ##WG Mini-Wheats Cereal		Fresh Watermelon Fluid Skim Milk, Unflavored	1 cup	Fluid Skim Milk, Unflavored	l ea		G/WG Vit A	10/7	SVG SVG
<u>``</u>	Fluid Skim Milk, Unflavored	l ea	Fluid Skilli Milk, Ulliavored	1 ea				Vit C	1	SVG
	Tidd Skiii Wiik, Oilliavoica	1 Ca						Fiber	48	Gm
	AM Supplement		Hamburger on	l ea	Pork Chop Suey	1, 1/2 cup		Kcal	2826	
10	Scrambled Eggs	1/2 cup	##WG Bun		Garden Salad**	1 cup		Fat	31.79	%
xy ?	Bacon	2 strips	Lettuce and Tomatoes	1/2 c,2 sl	LF French Dressing	2 pkt	Fresh Pear	Sat Fat	10.32	%
Ď	##WG Bread		Potato Salad		#Fried Rice	1/2 cup	l ea	Pro	4	SVG
χχ	Jelly		Green Salad **		Garlic Broccoli*	1 cup		Dairy	4	SVG
sq	Fluid 1% Milk, Unflavored	l ea	LF Italian Dressing		Glazed Sweet Potato**	1/2 cup		V/F	16	SVG
Thursday - Day 5	NSLP Breakfast	_	Lite Mayo		Mandarin Oranges*	1 cup		G/WG Vit A	7/6	SVG SVG
F	Fresh Apple ##WG Mini-Wheats Cereal	1 ea	Ketchup/Mustard Fresh Cantaloupe*/**	l pkt ea	Fluid 1% Milk, Unflavored	l ea		Vit A Vit C	4	SVG
	Fluid 1% Milk, Unflavored		Fluid 1% Milk, Unflavored	l ea				Fiber	47	Gm
	AM Supplement	1 ca	Hot Roast Beef &		Baked Cajun Chicken	2 svg		Kcal	2805	
	#Cream of Wheat	1 cup	American Cheese on		Orange Glazed Carrots**	1 cup		Fat	30.26	%
9	Cheesy Egg Scramble	1/2 cup		2 slice	Ranchero Beans***	1/2 cup	##WG	Sat Fat	9.87	%
Friday - Day 6	Turkey Breakfast Patty	2 ea	Mustard		Garden Salad**	1 cup	Graham Crackers	Pro	5.25	SVG
7	Fluid Skim Milk, Unflavored	l ea	Lite Mayo		LF Italian Dressing	2 pkt	3, 2.5" sq	Dairy	4.75	SVG
lay	NSLP Breakfast		Lettuce and Tomatoes		Fresh Orange*	l ea		V/F	12.5	SVG
ric	Fresh Grapes		Coleslaw		Fluid Skim Milk, Unflavored	l ea		G/WG	6.75/4	SVG
	##Pineapple Scone		Whole Kernel Corn	1/2 cup	#Chocolate Cake w/ Chocolate Glaze	l svg		Vit A	2	SVG
	Fluid Skim Milk, Unflavored	1 ea	Fresh Honeydew* Fluid Skim Milk, Unflavored	1 cup	Chocolate Giaze	1 T		Vit C Fiber	33	SVG Gm
	AM Supplement		##Pizzaburger on Roll		Turkey a la King	1 cup		Kcal	2866	
	##Breakfast Burrito	l ea	Minestrone Soup***		#Steamed Rice	1 cup		Fat	24.32	%
y 7	w/ Salsa		Garden Salad**		Green Salad**	1 cup		Sat Fat	8.71	%
Da	Turkey Sausage Links		LF French Dressing	2 pkt	LF Italian Dressing	2 pkt		Pro	3.625	SVG
Saturday - Day 7	Orange Juice*		Pineapple Chunks*	l cup	Pear Diced	1/2 cup		Dairy	4	SVG
rda	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Chocolate	l ea	Fluid 1% Milk, Unflavored	l ea		V/F	13	SVG
Et .	NSLP Breakfast							G/WG	7.5/5.5	
Sa	Fresh Apple	l ea						Vit A	2	SVG
	##Applesauce Cake Fluid 1% Milk, Unflavored	2 ea 1 ea						Vit C Fiber	3 40	SVG Gm
									TU	Gm
	*Vitamin C	**Vitamin A	*** egume		#Bread/Grain	_	## (WG) Whole Grain			

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			Los Angeles County Probat	tion De	partment					
NSL	<u> P Cycle 5</u> (Grade 9-12)	FROM:		TO:			NSLP Breakfast			
	BREAKFAST		NSLP LUNCH		DINNER	6	<u>SNACK</u>			
DAY / DATE	Item	Svg	Item	Svg	Item	Svg	Item	DAI	LY TOTA	LS
	AM Supplement		##Grilled Chicken Wrap		#Ground Beef w/ Spanish Rice	1,1/2 cup		Kcal	2860	
	##Cinnamon Oatmeal	1 cup	Parslied Potatoes		##Corn Tortilla	2 ea	// // *****	Fat	27.16	%
y 1	Scrambled Eggs		Coleslaw		Garlic Broccoli*	1 cup	##WG NutriGrain Bar	Sat Fat Pro	9.41	% SVG
Sunday - Day 1	##WG Bread Jelly	2 slice 1 ea	Applesauce Fresh Honeydew*	1/2 cup	Pear Diced Fluid Skim Milk, Unflavored	1/2 cup 1 ea	l ea	Dairy	4.5	SVG
χ.	Spread	l ea	Fluid Skim Milk, Unflavored	l ea		1 64	1 ca	V/F	12.75	SVG
da	Fluid Skim Milk, Unflavored	l ea	Tala Skill Wilk, Olliwyord	7 00				G/WG	11.25/10.2	
nņ	NSLP Breakfast							Vit A	1	SVG
3,	Apricot Halves**	1 cup						Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	39	Gm
	Fluid Skim Milk, Unflavored	l ea								
	AM Supplement	2.1	##Chicken Parmesan Sandwich Garden Salad**		Country Fried Steak	2 svg		Kcal Fat	2798 30.67	-
2	##WG Bread Turkey Sausage Links		LF Italian Dressing		Au Gratin Potatoes Herbed Broccoli/Cauliflower*/**	1/2 cup 1/2 cup	Fresh Banana	Sat Fat	10.56	%
)ay	Hash Browns		Green Beans		Cantaloupe & Honeydew Melon*	1/2 cup	l ea	Pro	4	SVG
Monday - Day 2	Jelly		Fresh Grapes	l cup	##Dinner Roll	2 ea	T Cu	Dairy	4.75	SVG
lay	Fluid 1% Milk, Unflavored		Fluid 1% Milk, Unflavored	l ea		l ea		V/F	13	SVG
ouc	NSLP Breakfast		· ,		Fluid 1% Milk, Unflavored	l ea		G/WG	8/8	SVG
Σ	Mandarin Oranges*	1 cup						Vit A	2	SVG
	##WG Mini-Wheats Cereal	2 box						Vit C	3	SVG
	Fluid 1% Milk, Unflavored	l ea	WHILE D. CD.		#CL: L P . P.	11/2		Fiber	43	Gm
	AM Supplement		##WG Beef Burrito		#Chicken Pot Pie	1,1/2 cup		Kcal	2928 20.37	0/
	Orange Juice* #Cream of Wheat	8 oz	Pinto Beans*** Tangy Cucumber & Tomato Salad		Garden Salad** LF French Dressing	l cup	Fresh Orange*	Fat Sat Fat	7.25	%
Tuesday - Day 3	##French Toast	1 cup 2 ea	Fresh Apple		Canned Peaches	2 pkt 1 cup	l ea	Pro	2	svg
Ď	Syrup	l ea	Fluid Skim Milk, Unflavored	l ea		l ea	1 64	Dairy	4.25	SVG
ry v	Spread	l ea	Trans skim rvink, emikvered	7 00	Fluid Skim Milk, Unflavored	l ea		V/F	12	SVG
sde	Fluid Skim Milk, Unflavored	l ea			,			G/WG	8.5/6.5	SVG
ne.	NSLP Breakfast							Vit A	1	SVG
Н	Pear Diced	l cup						Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	43	Gm
	Fluid Skim Milk, Unflavored	l ea	Cli l or E /	1.1/2	//O 1 /36 .					
4	AM Supplement Bacon	2 strips	Chicken Stir-Fry w/ Carrots & Broccoli**/*	1,1/2 cup	#Spaghetti w/ Meatsauce Parmesan Cheese	l cup		Kcal Fat	2830 25.95	-
ay.	##WG Bread		##Steamed Brown Rice	Leum	##Dinner Roll	1 tbsp 2 ea	##WG	Sat Fat	8.36	%
Ú	Hash Browns	1/2 cup	Garden Salad**		Green Salad**	l cup	Graham Crackers	Pro	3	SVG
ay .	Ielly		LF French Dressing		LF Italian Dressing	2 pkt	3, 2.5" sq	Dairy	4.5	SVG
ps	Fluid 1% Milk, Unflavored		Fruit Cocktail		Fresh Cantaloupe*/**	l cup	-,	V/F	14.25	SVG
Jue	NSLP Breakfast		Fresh Orange*	l ea		l ea		G/WG	9/8	SVG
Wednesday - Day 4	Fresh Banana	2 ea	Fluid 1% Milk, Unflavored	l ea	Fluid 1% Milk, Unflavored	l ea		Vit A	4	SVG
>	##Pineapple Scone	l ea						Vit C	3	SVG
	Fluid 1% Milk, Unflavored	l ea	D (II : D		D 1 D 1 D /			Fiber	39	Gm
	AM Supplement ##Cinnamon Oatmeal	1 cup	Beef Hot Dog on ##WG Bun	l ea	Pork Rib Patty w/ BBQ Sauce	2 ea 1 oz		Kcal Fat	2801 21.87	%
y 5	Turkey Sausage Links	2 ea		Leum	##Brown Rice Pilaf	1/2 cup	Fresh Banana	Sat Fat	6.70	%
Day	LF Yogurt	6 oz	Coleslaw	1/2 cup	Sauteed Spinach**	1/2 cup	l ea	Pro	4.75	SVG
, , <u>,</u>	Fluid Skim Milk, Unflavored		Ketchup	1 pkt	Pineapple Chunks*	1 cup	1000	Dairy	4.75	SVG
Thursday - Day 5	NSLP Breakfast		Mustard	l pkt	Fresh Orange*	l ea		V/F	10.75	SVG
urs	Fresh Grapes		Fresh Honeydew*		#Dinner Roll	2 ea		G/WG	9/9	SVG
트	##WG Mini-Wheats Cereal	2 box	Fluid Skim Milk, Unflavored	l ea	Fluid Skim Milk, Unflavored	l ea		Vit A	1	SVG
1	Fluid Skim Milk, Unflavored	l ea						Vit C	3	SVG
	AM Cumulam and		##WIC Down on or ' D'	1.	Crown d Turkey Comments /	11/2		Fiber	46	Gm
	AM Supplement #Pancakes	200	##WG Pepperoni Pizza Mixed Vegetables**		Ground Turkey Stroganoff w/ #Egg Noodles	1,1/2 cup 1 cup		Kcal Fat	2849 28.22	%
	#Pancakes Hash Browns	1/2 cup	Spinach Salad**		#Biscuit	1 cup 1 ea	Fresh Orange*	Sat Fat	9.56	%
y 6	Cheesy Egg Scramble	1/2 cup	Lite Ranch Dressing	2 nkt	Garden Salad**	l cup	l ea	Pro	2.75	SVG
Friday - Day 6	Salsa	1/4 cup	Fresh Cantaloupe*/**		LF French Dressing	2 pkt	1 500	Dairy	5	SVG
y ~ y	Syrup	1.5 oz	Fluid 1% Milk, Unflavored		Pear Diced	1/2 cup		V/F	12.75	SVG
da	Fluid 1% Milk, Unflavored	l ea			Fluid 1% Milk, Unflavored	l ea		G/WG	8/3	SVG
ΉΞ	NSLP Breakfast							Vit A	4	SVG
	Fresh Apple	l ea						Vit C	2	SVG
	##WG Corn Flake	2 box						Fiber	35	Gm
	Fluid 1% Milk, Unflavored AM Supplement	l ea	##Chicken Tacos w/	2 ea	Roast Beef w/	3 oz		Kcal	2797	+
	Scrambled Eggs	1/2 cup	Lettuce/Tomato/Cheese	2 ea	Brown Gravy	1/4 cup		Fat	25.34	%
Saturday - Day 7	Turkey Breakfast Patty	2 ea	##WG Spanish Rice	1/2 cup	Glazed Sweet Potato**	1/4 cup	##WG	Sat Fat	8.97	%
Da,	Fluid Skim Milk, Unflavored	l ea	Ranchero Beans***		#Macaroni and Cheese	1/2 cup	Graham Crackers	Pro	4.5	SVG
ν.΄	NSLP Breakfast		Crunchy Baby Carrots**		Garlic Broccoli *	l cup	3, 2.5" sq	Dairy	4.5	SVG
da	Fresh Watermelon		Lite Ranch Dip	l oz	##WG Bread	1 slice		V/F	9.5	SVG
tur	##Oatmeal Muffin Square		Fresh Apple		Fresh Pear	l ea		G/WG		
Sa	Fluid Skim Milk, Unflavored	l ea	Fluid 1% Milk, Chocolate	l ea	Fluid Skim Milk, Unflavored	l ea		Vit A	2	SVG
								Vit C	1	SVG
	*Vitamin C	**Vitamin A	***Legume		#Bread/Grain		## (WG) Whole Grain	Fiber	42	Gm
	Vicanilli	v italillii A	Logaine		#BICAG/GIAIII		mm (VVG) VVIIOR GIAIII		+	+

SAMPLE ADULT MEALS

Item/Day	Monday	Tuesday	Wednesday	Thursday	Friday
Soup	Baked Potato	Minestrone	Lentil & Spinach	Chicken Tortilla	Vegetable
Entrée Salad	Greek	Asian Chieken	Chicken Fajita	Fresh Fmit w/Yogurt	Chopped BBQ Chicken
Cold Entrée Sandwich		Italian Sub	Tuckey Wrap	Tuna Salad Sandwich	Curried Chicken Salad Wrap
Entrée #1	Three Bean Vegetarian Chili	Beef Bolognese over Whole Grain Penne Pasta	Baked Rosemary Chicken	Fork Stew with Green Tomatillo Sauce served over Steamed Rice	Memphis Barbeque Chicken
Entrée #2	Sloppy Joe			Bean & Cheese Burnito	Baked Potato
Side	Apple, Cranberry & Red Cabbage Slaw	Seasoned Green Beans	Macaroni & Cheese	Mexican Street Corn Salad	Pasta Salad
Side	Com on the Cob	Fresh Roasted Brussel Sprouts	Seasoned or Raw Baby Carrots	Seasoned Spinach	Seasoned Green Beans
Accompaniment	Combread	Garlie Breadstick	Whole Grain Roll	Flour Tortilla	Whole Grain Roll
Accompaniment	Snicker Doodle Cookie	Peach Crumble	Lemon Cream Cupcake	Glazed Chocolate Cake	Chocolate Chip Cookie
Always Available	Salad Bar / Fresh Seaso	nal Fruit / Chips /	Youth Entrée / Youth Si	des	

VEGAN OR VEGETARIAN OPTIONS CAN BE ACCOMODATED

ADDENDUM TO MENU

I. <u>Minimum Standards</u>

The following minimum standards are included in order to clarify the quality requirements cited in the contract. This shall be accomplished by attaching the standards to the menu (Technical Exhibit 4 or Technical Exhibit 4a).

Meats – USDA Select (15%/85%)

Fat content shall not be more than 20% in meat, except ground meat, which shall be no more than 15%. No fillers to be used in ground beef except for an allowable 4% maximum of vegetable protein filler.

Eggs – Pasteurized Grade AA or A, medium, whole fresh eggs

Fresh Vegetables – (except squash) US

No. 1 Squash – US No. 1 or 2

Fresh Fruit - US. No. 1

Frozen Vegetables – US A or B

US Frozen Fruit – US A

Whole Grain Bread – Bread or bread products containing not less than 50% whole grain flour or meal as determined by weight. The remaining 50% shall be from enriched grain.

Whole grain flour or meal – the product derived by grinding the entire grain. If a flour or meal does not contain the germ it is not whole grain.

Milk – an offering of 1% low-fat milk and skim milk.

ADDENDUM TO MENU

Table A.1 - Sample Sack Breakfast Menu

Food Component	Portion Size	Sample Menu
Whole Grain	1 Serving	1 Nutrigrain Bar or 1 Slice Bread
Whole Grain	1 Serving	3/4 Cup Whole Grain Cold Cereal
Fruit	1 Serving	1 Fresh Apple or 1/2 Cup peaches
Fruit	1 Serving	8oz Orange Juice or 1 Fresh Banana
Fluid Milk	16 oz	2, 8 oz Containers, Skim or 1% Milk
Condiment	1 Serving	1pkt Sugar or 1ea Spread

Food Component	Portion Size	Sample Menu
Meat/Meat Alternative	2 Servings	4oz Sliced Turkey
Whole Grain	2 Servings	2 Slices Whole Wheat Bread
Fruit	1 Serving	1 Whole Fresh Orange
Fruit	1 Serving	1 Whole Fresh Apple
Vegetable	1 Serving	6 sticks each (1/2 cup), Carrot Sticks
Vegetable	1 Serving	6 sticks each (1/2 cup), Celery Sticks
Fluid Milk	2 Serving	2, 8oz Containers, Skim or 1% Milk
Condiment	2 pkt	2pkt Lite Mayo
Condiment	2 pkt	2pkt Mustard

SAMPLE MEDICAL/MODIFIED DIETS

Consistent Carbohydrate Diet

- 2,000 kcal/day or 2,800 kcal/day + 3 snacks/day (AM, PM, HS)
- Previously, this diet may have had other names ("Diabetic diet", "ADA diet") but these terms are now considered obsolete because evidence suggests that there is not an ideal percentage of energy from carbohydrate, protein, and fat for all people with diabetes. The name of the diet no longer emphasizes the restriction of sugar or sweets, but rather emphasizes controlling carbohydrates.
- This diet is recommended for individuals diagnosed with diabetes, prediabetes, or some level of insulin or blood sugar imbalance. While no specific dietary pattern is recommended for the management of diabetes, controlling the amount and type of carbohydrate consumed has been found to be helpful in managing blood sugar. The amount of carbohydrate and available insulin may be the most important factor influencing the body's response after eating and should be considered when developing a patient's eating plan.
- This diet provides a range of 3-5 carbohydrate servings (45 g-75 g) at each meal along with 0-4 carbohydrate servings (0 g-30 g) during snacks.

Prenatal Diabetic Diet

- 2,000 kcal/day + 3 snacks/day (AM, PM, HS)
- This diet is indicated for an individual who develops diabetes during pregnancy or has diabetes before she becomes pregnant. This diet is designed to meet the nutritional needs of the diabetic youth, however it can be individualized. The meal pattern provides consistent carbohydrates throughout the day, in addition to four servings of milk to support increased calcium needs.

Sodium-Restricted Diet

- The sodium-restricted diet is composed of fluids and foods with limited sodium content. These foods can consist of foods with naturally low levels of sodium or foods that have been produced in such a way that they contain less sodium. The 2015-2020 US Dietary Guidelines recommends limiting sodium to less than 2,300 mg/day. Commonly offered sodium-restricted modifications include the "no added salt" (NAS) (3 g to 4 g sodium), and "low-sodium" (1.5 g to 2 g sodium), diets. The regular 5-week cycle menu provides approximately 2,000 to 2,300 mg of sodium per day.
- Individuals with cardiovascular disease, heart failure, kidney disease, or those presenting with edema may benefit from sodium restriction of varying degrees, depending on medical conditions and clinical status. Individuals diagnosed with high blood pressure (prehypertension and hypertension) would benefit from lowering blood pressure, and further sodium reduction to 1,500 mg per day can result in even greater blood pressure reduction.

SAMPLE MEDICAL/MODIFIED DIETS

Lactose-Controlled Diet

 The lactose-controlled diet removes most sources of lactose from the diet. Lactose is the sugar found in milk and dairy foods. This diet is recommended for individuals with lactose intolerance or lactase enzyme deficiency or when a youth reports symptoms that support a lactose intolerance diagnosis such as bloating, diarrhea, abdominal cramps and gas after consuming milk or products made from or containing milk. THIS DIET IS NOT INTENDED FOR YOUTH WHO ARE ALLERGIC TO MILK.

Increased Fiber Diet

• When adequate fiber is consumed (25-35 g/day, with girls on the lower end and boys on the higher end), many health benefits occur in the colon and body. Fiber works to sweep out toxins, cholesterol and cancer causing substances from the colon. Adequate fluid intake is crucial., and overconsumption of fiber (≥ 50 g/day) can cause blockage. The regular 5-week cycle menu contains an adequate amount of fiber typically ≥ 35 g/day and therefore is considered a high fiber menu. The increased fiber diet may be ordered if even more fiber is medically necessary. Drinking 8 to 10 cups or water per day is recommended to prevent constipation.

Blood Lead Reduction Diet

• The Blood Lead Reduction Diet is recommended for individuals who have an elevated blood lead level, or 3 mg/dl or more. Nutritional counseling related to calcium and iron intake is recommended for blood lead levels between 10-19 mg/dl may require medical interventions as deemed necessary by the physician and in accordance with CDC guidelines. A physician should be consulted before taking dietary supplements of calcium or iron, as excessive amounts of these, particularly the latter, can have serious health effects of their own.

Mechanical Soft Diet

• This diet is designed to minimize the amount of chewing necessary to digest food. It may be used as a transition from a wired jaw diet to a regular diet. The diet is modified only in texture such as blended, chopped, ground and pureed foods. Foods are moist and require minimal chewing before swallowing.

Wired Jaw Diet

• Due to the youth's inability to chew due to a wired jaw, all foods must be of a consistency that can be sucked through a straw. Because the jaw may be wired for up to eight weeks, meals must be carefully planned to ensure adequate intake of calories, protein, carbohydrates, vitamins and minerals.

SAMPLE MEDICAL/MODIFIED DIETS

Full Liquid Diet

• The full liquid diet is often used as a transition between a clear liquid diet and a regular diet, for example, after surgery or fasting. It may also be prescribed after certain procedures, such as jaw wiring. This diet is appropriate for youth who have difficulty swallowing and chewing.

Clear Liquid Diet

• A clear liquid diet maintains vital body fluids, salts, and minerals and also gives some energy for youth when normal food intake must be interrupted. Clear liquids are easily absorbed and reduce stimulation of the digestive system, and leave no residue in the intestinal tract. A clear liquid diet is often prescribed in preparation for surgery and right after surgery. Clear liquids are given when a youth has been without food for a long time.

Food Allergy Diet

• The purpose of a food allergy diet is to eliminate the allergen from meals and provide nutritionally comparable substitutions in place of allergenic item(s) on the menu. Allergenic foods are not necessarily visible to the eye and may be hidden within foods; i.e. a component of the allergenic food rather than the whole food may be contained within a prepared food item. Therefore, it is important to read all labels when preparing meals for a youth with a food allergy.

SUBSTITUTION LIST

The menu item substitution list below provides guidance for substituting appropriate food components when a menu item is unavailable or must be substituted. For detailed information for specific foods and how they contribute to each food component, refer to the **USDA Food Buying Guide**.

Menu Symbol	Nutrient/ Component	Approved Food Substitutions	One Serving
*	Vitamin C	Oranges, Mandarin Oranges, Pineapple, Tomato, Broccoli, Cabbage, Applesauce (with added Vitamin C), Cauliflower, Potato (baked with skin)	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
**	Vitamin A	Sweet Potato, Carrot, Winter Squash (all types), Peas & Carrots, Apricot, Cantaloupe, Spinach, Summer Squash, Butternut Squash, Greens (Collard, Turnip, Mustard), Watermelon, Mixed Vegetables	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
***	Legumes	Bean or Lentil Soups (2 cups or 1 cup + another bean on same day), Refried Beans, Pinto Beans, Black Bean Salad, Baked Beans, Ranch Style Beans	Beans = 1 cup Bean Soups = 2 cups or 1 cup + another bean on same day Lentil Soups = 2 cups or 1 cup + another bean on same day
#	Bread/Grain	Cold Cereal, Waffles, Biscuits, Noodles, Pasta, Pancakes, Rice, Saltine Crackers, Sandwich Roll, English Muffin, Cold Cereal, Bagels, Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Bun (hamburger/hot dog), Dinner Roll, Granola bar, Tortilla, Corn Chips	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup (1oz) Saltine Cracker = 6 squares Tortilla 6" = 1

SUBSTITUTION LIST

		30D31110110N LI31	
##	Whole Grains	Whole Grain Cold Cereal, Whole Grain Bagels, Wheat Crackers, Wheat Bread, Oatmeal, Grits, Cream of Wheat, Wheat English Muffin, Cornbread, Whole Wheat Bun (hamburger/hot dog), Whole Wheat Dinner Roll, Granola bar, Brown rice, Tortilla Chips, Whole Wheat tortillas	Sandwich Bread & equivalent = 1 slice/piece Hamburger Bun = ½ Bun Hot Dog Bun = ½ Bun Rice, pasta, noodle, hot cereal = ½ cup Cold Cereal = ¾ cup Wheat Saltine Cracker = 6 square Whole Grain Tortilla 6" = 1
None	Meat/Meat Alternatives (Protein)	All types of fresh lean meats, poultry, fish; eggs, tofu, beans	Meat, poultry, fish = 2-3 oz (without bone) Eggs = 2 medium Tofu = 8 oz Beans = 1 cup
None	Dairy	Cheeses, Yogurt, Pudding, Ice Cream Non-fat dry milk: ~ 1 cup fluid non-fat milk Mix 1/3 cup dry milk powder + 1 cup water. ~ 4 cup fluid non-fat milk Mix 1 and 1/3 cups dry milk powder + 3 and ¾ cups water.	If used in place of fluid milk component: Natural Cheese = 1.5 oz Processed Cheese = 2 oz Nonfat Yogurt = 1 cup Pudding = 1 cup Ice Cream = 1 ½ cup
None	Fluid Milk	Fluid Skim Milk (with Vitamin A & D)	8 oz
None	F/V NOT Vit. A or C	Apple, Applesauce, lettuce, Peaches, Pear, Corn, Peas, Banana, Cucumbers, Green Beans, Fruit Cocktail, Celery	Whole fruit = 1 whole Canned Fruit = ½ cup Melon = 1 cup Vegetables cooked = ½ cup Vegetables raw = 1 cup
N/A	Non-Fat Dry Milk	To reconstitute non-fat fluid milk, do the following: To make ~ 1 cup fluid non-fat milk, Mix 1/3 cup dry milk powder + 1 cup water. To make ~ 4 cups fluid non-fat milk, Mix 1 and 1/3 cups dry milk powder + 3 and 3/4 cups water.	

SAMPLE MENU PRODUCTION RECORD

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PUBLIC WORKS PAYROLL REPORTING FORM

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Form A-1-131 (New 2-80)

S = STRAIGHT TIME O = OVERTIME SDI = STATE DISABILITY INSURANCE *OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION MUST be completed (See reverse side)

EQUIPMENT AND BUILDINGS MAINTENANCE PROCEDURE

ROUTINE: All requests for maintenance and repairs by the Contractor will be submitted on written work

orders to the Program Manager for submission to the appropriate Internal Services Department

repair shop.

EMERGENCY: In the event of a breakdown of basic utility services, e.g., plumbing, electrical, air conditioning,

sewers, et. al; the Contractor will notify the Program Manager (Officer of the Day on evenings and weekends/holidays) by telephone, who will call the appropriate Internal Services Department emergency serviceman for immediate repairs. Emergency requests for service must be confirmed within twenty-four (24) hours are written work orders. If after repairs are completed, it appears that the breakdown was the result of Contractor's negligence or within the regular

maintenance responsibilities of the Contractor, the cost of repairs will be billed to Contractor.

RESPONSIBILITY: The attached strip sheets of Internal Services Department Maintenance Policy detail the regular

maintenance responsibility of Contractor and/or County. They will be used as a guide in determining fiscal responsibility as well as who shall maintain and repair the equipment and

buildings.

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Table - Baker S/S -95"L x 48"W	Х				
Double Sink - S/S w/Faucet Built- in			Х	11	
Table -Sink - 30" x 17 ½ Built- in Main Kitchen			х	11	
Mixer-Floor-Vulcan Auto Mix Model FM80	Х				
Bins -S/S -Portable w/Caster (8)	Х				
Refrigerator - 2 door - Traulsen			Х	13	
Refrigerator/Freezer Walk-in Bally			х	13	
Kettle-Steam S/S Serial #1976 Model D43	Х				
Hot/Cold Carts-Cres-Cor (13)	Х				
Ovens 6 ea Bakers - Blodgett Co.	Х				
Mixer - Vulcan-Floor Model	Х				
Table 12' w/Shelves & Sink Built-in	Х				
Refrigerators - S/S (3)			х	13	
Refrigerator Freezers-Balley Co Walk-in (2)			Х	13	
Refrigerator Walk-in			Х	13	
Hot Line w/Sneeze Guard-Cabinet-Refrig.	Х				Mech. To maintain refrig.
Table-Utensil Rack w/Sink	Х				
Table-Work 6' - S/S	Х				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Meat Saw - Hobart	Х				
Food Warmer-Serving Line 1-Kitchen 1-Cart Room	X				
Conveyer - Serving Line	Х				
Food Warmer-Stationary 8 -Compartment Floor Model	X				
Spoons - Basting -Solid (6)	X				
Ranges w/Ovens (3) Garland	Х				
Grills (1) Garland	Х				
Convection Ovens - Electric (6)	Х				
Steam Kettles - 2-40 Gal. 1-60 Gal.	Х				
Table 15' x 30" - S/S	Х				
Table -10" x 30" - S/S	Х				
Pot & Pan Washing Machine	Х				
Pre-Wash Sink & Table-Combination (2)	Х				
Desk - Main Kitchen	Х				
Light Fixtures			Х	5	Contractor-bulbs/COUNTY Fixture
Sink & Faucets w/Cabinet - S/S	Х				
Sink & Counter Tops - In Dining Room	X				

BARRY J. NIDORF JUVENILE HALL FOOD SERVICE CONTRACT

MAINTENANCE RESPONSIBILITY

ITEM	CONTRACTOR	PROBATION	COUNTY	CRAFT	REMARKS
Fire Extinguisher in Hood - Automatic			Х		
Fire Extinguisher - Portable			Х	13	
Ice Machine	X				
Filters In Hood	X				
Doors Interiors	X				
Traps			Х	11	
Faucets			Х	11	
Rinse Sprinkler -Overhead	Х				

District 3 Facility: Barry J. Nidorf Juvenile Hall Address: 16350 Filbert Street, Sylmar BIS 700

SUSPENSION AND DEBARMENT CERTIFICATION

California Department of Education
Child Nutrition and Food Distribution Division

School Nutrition Programs Unit April 1998

SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

A	greement Number								
Potential Vendor or Existing Contractor (Lower Tier Participant):									
Title	Signature	Date							
	or (Lower Tier Pa								

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

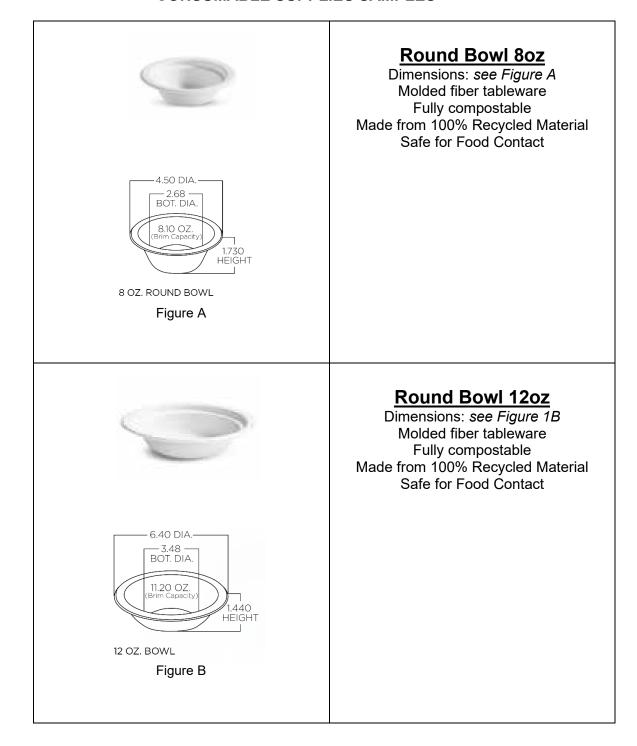
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SUSPENSION AND DEBARMENT CERTIFICATION

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONSUMABLE SUPPLIES SAMPLES



CONSUMABLE SUPPLIES SAMPLES



<u>3-Compartment Tray</u> Dimensions: 18.56"x11.44"x16.63" Molded fiber pulp cafeteria trays with lid Fully compostable Made from 100% Recycled Material Safe for Food Contact



White Tray
Dimensions: 5" x 7" x 1 ½" Molded fiber trays Fully compostable Made from 100% Recycled Material Safe for Food Contact

MOVEMENT CONTROL MEAL COUNT

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DAY		Tu	esday, A	ugust 15	5, 2017			BREAKFAST	
UNIT	NSLP Meals	Special Diets	Regular	Staff (Adult)	TOTALS	ADD-ONS (non-NSLP)			FINAL
					•			TRANSIENTS	
					0			ADMIN. STAFF	
								M.C. STAFF	
		*******			0			NIGHT STAFF	
								MED. STAFF	
				****************	0			GUESTS	
								PAID TICKETS	
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								See special diet I	ist
					0			PREPARED BY	
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SACK LUNCHES					0				
TOTALS:	0	0	0	0	0	0		1	
COURTS:									
A.M. (A/B)						NSLP:			
L.P.						SPECIALS:			
POMONA						REGULAR:	0		
COMPTON						STAFF:	0		
K.J.J.C.						ADD-ONS:			
LONG BEACH						TOTAL:	0		
TOTAL:	0	0						<u> </u>	

MOVEMENT CONTROL MEAL COUNT

	B	ARRY	J N	IIDO	RFJU	VENII	E H	ALL	
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					0			M.C. STAFF	
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					0			MED. STAFF	
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Л. (А/В)						NSLP:	0		
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MONA						REGULAR:	0		
MPTON						STAFF:	0		
I.J.C.						ADD-ONS:	0		
NG BEACH TOTAL:	0	0				TOTAL:	0		

	Daily Meal Receipt																		EXHII	BIT 16						
												Daily	Meal R	eceipt												
DATE:																			DAY:							
				DEALEAC	\ T								LINAL								DI	INED/ONA	OV.			
				BREAKFAS	01	Dolivor	Comina					Typo	LUNCH		Dalivar	Contina					Туре	NNER/SNA	UN	Dalivar	Comina	
Unit	Sp	Reg	Type NSLP	Adult	Total	y Time	Serving Time	Initial	Unit	Sp	Reg	Type NSLP	Adult	Total	Deliver y Time	Serving Time	Initial	Unit	Sp	Reg		Snack	Total	Deliver y Time	Time	Initial
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	DAILY MEAL RECEIPT NSLP																															
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California Department of Education Nutrition Services Division Permanent Single Agreement for Child Nutrition Programs

☑ RETURN BY MAIL TO (Original signature required): California Department of Education Nutrition Services Division 1430 N Street, Suite 4503 Sacramento, CA 95814-5901 800-952-5609

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Permanent Single Agreement for Child Nutrition Programs

School/Sponsor Name Los Angeles County Probation Department	Vendor Number 2719-00
Address, City, State, Zip 9150 E Imperial Hwy, Rm: C68; D62 Downey, CA 90242	CNIPS ID Number 01519

This Permanent Single Agreement (Agreement) represents the United States Department of Agriculture's (USDA) requirement for state agencies to provide each school food authority (SFA) with a single Agreement when a state agency administers any combination of the Chilid Nutrition Programs (Programs). This Agreement *replaces* the program(s) Agreement(s) with the California Department of Education (CDE) for each program listed below.

This Agreement shall be effective commencing on the earliest date specified by the individual CDE program manager's signature on the Cover Page and remain in effect unless terminated as provided herein.

By signing this Agreement, the SFA agrees to comply with the requirements for any program in which it is approved to participate. Each time the CDE approves an SFA's application to participate in a Program, the SFA will receive an updated copy of the Agreement Cover Page identifying all Programs in which the CDE approves the SFA to participate.

The SFA must comply with all requirements included in documents submitted as part of each Program application, in addition to the requirements of this Agreement.

For questions regarding any of the Programs, please contact a Program specialist by phone at 800-952-5609.

Authority: Title 42, United States Code (USC) 1751–1762a, 1765–1766b, 1769–1769b, 1771–90, 3030a, 5179, 5180, as amended 5 USC 301, 7 USC 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a–1, 1859, 2014, 2025, 15 USC 713c, 22 USC 1922, Title 2, Code of Federal Regulations (CFR) 225, 7 CFR parts 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250, 3015, 3016, 3019, and 3052.

gue of Federal Domestic Assistance (CFDA) numbers 10.555, 10.555, 10.556, 10.558, 10.559, and 10.550. California Education Code (EC) Part 27, ar 9, Articles 7 through 12, and sections 48931, 49490–49570, and 5 California Code of Regulations (CCR) 15500 and 15501.

This is not an application to participate in a Child Nutrition Program.

Child Nutrition Programs: Federally funded nutrition programs Child Nutrition Programs: Federally funded nutrition programs administered by the USDA according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this Agreement; the National School Lunch Program (NSLP), Afterschool Meal Supplements (snacks) Program (AMS), Seamless Summer Feeding Option (SSFO), School Breakfast Program (SBP), Special Milk Program (SMP), State Meal Program, Food Distribution Program (FDP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP), herein referred to as Program(s).

Federal Assistance: Any funding, property, or aid that is provided to a state agency, Sponsor, SFA, Institution, or Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, outside-school-hours care center, or adult day care center that enters into an Agreement with the state agency to assume final administrative and financial responsibility for Program operations.

Recipient Agency: Any eligible nonprofit organization that receives food under 7 CFR Part 250, Food Distribution Program.

School: An educational unit as defined in 7 CFR parts 210, 215, and 220

School Food Authority (SFA): The legal governing body that is responsible for the administration of one or more schools and has the legal authority to enter into an Agreement with the state agency to operate CNPs.

Sponsor: A public, private nonprofit, or for-profit organization, that is approved to operate a CNP as defined in 7 *CFR* parts 210, 215, 220, 225, 226, and 250. The Sponsor, SFA, Recipient Agency, Institution, or organization who is party to this contract.

State Agency: The state educational agency approved by the USDA to administer CNPs within the state. For the purposes of this Agreement, the state agency is the CDE.

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Hereinafter, the Institution, Recipient Agency, or SFA shall be referred to as Sponsor.

The CDE agrees, to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The CDE agrees to make payments, where applicable, in accordance with 7 CFR Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7 CFR Part 250 (FDP). The CDE further agrees to disseminate a press release to notify the public of the availability of Programs and the eligibility criteria for free milk and free and reduced-price (F/RP) meals and snacks to all local news media, the employment office, and any major employers who are contemplating layoffs in the attendance area of these Programs.

The Sponsor agrees to accept federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all California statutes, administrative rules, policy manuals, memorandums, guidance, and instructions and any instruction or procedures issued by the USDA or the CDE in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7 CFR parts 3015 (Uniform Federal Assistance Regulation), and/or 3016 (Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments Regulations), as applicable.

This Agreement shall be effective commencing on the date specified by the individual CDE program manager's signature and remain in effect unless terminated as provided herein. The Sponsor shall notify the CDE whenever significant changes occur in their Program operations.

The CDE may terminate the Sponsor's participation in any Program covered in this Agreement in accordance with the grant close-out procedures found in 7 CFR Part 3015, Subpart N, or 7 CFR Part 3016, Subpart D, as applicable. If the CDE terminates the Sponsor's participation in any Program, the CDE's action will result in the termination of the Sponsor's participation in all Programs.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the CDE shall make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Sponsor in connection with breakfasts, lunches, suppers, snacks, or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the CDE under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this Agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation. Such records shall be retained for a period of three years after the date of the first claim for reimbursement in the fiscal year to which they pertain; unless audit or review findings have not been resolved, in which case the records shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit or review.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will compty with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d 2000e-16), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.), the Americans with Disabilities Act of 1990 (P.L.101-336), all provisions required by USDA Nondiscrimination Regulations (7 CFR parts 15, 15a, 15b), Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the USDA Food and Nutrition Service (FNS) directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex, age, or disability in any program or activity conducted or funded by the USDA. The Sponsor hereby assures that it will immediately take measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Sponsor by the USDA or CDE. This includes any federal Agreement, arrangement, or other contract that has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and Agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or CDE personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA and/or CDE shall have the right to seek judicial enforcement of this assurance.

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This assurance is binding on the Sponsor, its successors, transfers, and assignees as long as it receives assistance or retains possession of any assistance from the CDE. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement, insofar as it relates to Program administration expenses, the Sponsor agrees that:

- (1) It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Sponsor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the CDE setting forth the provisions of this nondiscrimination clause.
- (2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability.
- The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the CDE, advising the labor unions or workers' representative of the CDE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Sponsor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Sponsor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the USDA, the Secretary of Labor, and/or CDE for purposes of investigation to ascertain compliance with such rules,
- (6) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this Agreement, as it relates to CNP expenses, the Agreement may be canceled, terminated, or suspended in whole or part and the Sponsor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise
- (7) The Sponsor will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the USDA or CDE may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA or CDE, the Sponsor may request the United States or CDE to enter into such litigation to protect the interests of the United States.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN

NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AND SPECIAL MILK PROGRAM This section applies only if an effective date for the NSLP, SBP, or SMP has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation, Free and Reduced-Price Policy Statement, and Claiming Alternative Policy Addenda by reference, as well as applicable provisions of 7 CFR parts 3015, 3016, 3019, and all applicable requirements of the California EC relating to CNPs, USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) Maintain a nonprofit school food service and/or a nonprofit milk service.
- Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR sections 210.19a, 220.7 (e)(1)(I), and 220.13(I). Maintain a financial management system as prescribed in 7 CFR sections 210.14(c), 220.13(l), and 215.7(d)(6).
- Comply with the requirements of the USDA regulations regarding financial management (7 CFR sections 3015, 3016, and/or
- Serve meals and snacks that meet the minimum requirements prescribed in 7 CFR sections 210.10, 210.10a, 220.8, and/or 220.8a, whichever is applicable.

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- (6) For pricing programs, to price meals and snacks as a unit.
- (7) Serve Program meals, milk, and snacks free or at a reduced-price to all children who are determined by the Sponsor to be eligib' for such meals under 7 CFR Part 245.
- (8) Claim reimbursement at the assigned rates only for reimbursable meals and snacks served to eligible children. The Sponsor authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy, as specified in 7 CFR sections 210.8, 220.11, and 215.11.
- (9) Count the number of free, reduced-price, and paid reimbursable Program meals at the point of service, as approved by the CDE.
- (10) Submit Claims for Reimbursement in accordance with 7 CFR sections 210.8, 220.11, 215.9, and 215.11.
- (11) Comply with USDA requirements regarding nondiscrimination (7 CFR parts 15, 15a, 15b).
- (12) Make no discrimination against any child because of his or her eligibility for F/RP meals, milk, or supplements (snacks) in accordance with the Free and Reduced-price Policy Statement attached hereto.
- (13) Accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7 CFR Part 250.
- (14) Maintain, in the storage, preparation, service of food and milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- (15) Maintain necessary facilities for storing, preparing, and serving food and/or milk.
- (16) Obtain for each school participating in the program a minimum of two food safety inspections during the school year, conducted by the state or local governmental agency responsible for food safety inspections, and publicly post inspection results, and develop and maintain for each school a food safety program complying with hazard analysis critical control points.
- (17) Upon request, make all accounts and records pertaining to Programs available to the CDE and USDA FNS, for audit or review, at a reasonable time and place in accordance with 7 CFR sections 210.9(b)(17), 220.7(e)(13), and/or 215.8(d)(7). In accordance with 7 CFR Section 210.19(a)(4), the CDE shall promptly investigate complaints received or irregularities noted in connection with the operation of the program, and shall take appropriate action to correct any irregularities. At the discretion of the CDE, the investigations shall be conducted on an announced or unannounced basis.
- (18) Maintain files of currently approved and denied F/RP applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor level, they shall be readily retrievable by school or site.
- (19) Retain the individual applications for free milk and/or free and reduced-price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period and as long as required for the resolution of the issues raised the audit.
- (20) Observe the limitations on the use of Program revenues set forth in 7 CFR sections210.14a, 220.13(I), and 215.8 (d)(1) and the limitations on any competitive school food service as set forth in 7 CFR Section 210.11b.
- (21) Establish a local wellness policy that includes goals for nutrition education and physical activity; nutrition guidelines for all foods available on campus; guidelines for school meals not less restrictive than 7 CFR sections 210.10 and 220.8, and an implementation plan.
- (22) Participate in annual training.
- (23) Limit fried foods according to California EC sections 49430.5 and 49430.7.
- (24) Offer all needy children at least one nutritionally adequate meal during each school day per EC Part 49550

REQUIREMENTS FOR SPONSOR PARTICIPATION IN

NSLP AFTERSCHOOL MEAL SUPPLEMENTS (SNACKS) PROGRAM (AMS)

This section applies only if an effective date for the NSLP AMS has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

In conjunction with all provisions of the NSLP, the Sponsor agrees to:

- Claim reimbursement only for meals served in afterschool care programs that meet all of the following criteria:
 - > The program shall be operated by a school that is participating in the NSLP.
 - The purpose of the program shall be to provide care for children in an afterschool setting.
 - > The program shall include education or enrichment activities in an organized, structured, and supervised environment.

Extracurricular activities such as school choir, debate team, or the drama society may participate only If their basic purpose is to provide afterschool care, and the program is open to all children. Under no circumstances will organized athletic programs engaged in interscholastic sports be considered as an afterschool care program that is eligible to receive reimbursement under this provision. The afterschool care program must be "open to all." Specifically, programs that exclude children based on race, color, national original, age, or disability are not eligible to participate in the Snack Program.

(2) Claim reimbursement only for snacks served to children who are not more than eighteen years of age, individuals, regardless of age, who are determined to be mentally or physically disabled are eligible to participate. If a child's nineteenth birthday occurs during the school year, reimbursement may be claimed for snacks served to that child during the remainder of the school year.

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- (3) Claim reimbursement for no more than one meal supplement per child per day. Sites located in areas served by a school in which at least 50 percent of the enrolled children are for F/RP meals may claim reimbursement at the free rate for snacks served to all children eligible to participate in the snack program regardless of each child's eligibility for F/RP meals. Sites in which less than 50 percent of the enrolled children are certified eligible for F/RP meals must claim reimbursement based on each child's eligibility for F/RP meals.
- (4) Serve meal supplements that meet the minimum requirements prescribed in 7 CFR sections 210.10 or 210.10(a), whichever is applicable.
- (5) Price the meal supplement as a unit.
- (6) Serve meal supplements free or at a reduced-price to all children who are determined by the Sponsor to be eligible for F/RP school meals under 7 CFR Part 245.
- (7) If charging for meals, the charge for a reduced-price meal supplement shall not exceed 15 cents. [7 CFR Section 210.9(c)(4)]
- (8) Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement.
- (9) Review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year. An exception will be made for an afterschool care program operating year round. Year-round programs shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
- (10) Comply with all requirements of this part, except that claims for reimbursement need not be based on "point-of-service" meal supplement counts [as required by 7 CFR Section 210.9(b)(9)].
- (11) If all meals are claimed free, maintain documentation that the site is located in an area served by a school in which at least 50 percent of the enrolled students are certified eligible for F/RP meals. Maintain total meal counts for these sites.
- (12) For all other sites, maintain documentation of F/RP eligibility for all children for whom F/RP snacks are claimed. Maintain meal counts by eligibility category for these sites.
- (13) Maintain documentation of each child's attendance on a daily basis.
- (14) Maintain documentation of compliance with meal pattern requirements
- (15) Maintain appropriate Health and Safety Standards and licensing requirements.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN SEAMLESS SUMMER FEEDING OPTION PROGRAM

This section applies only if an effective date for the SSFO has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The SSFO combines features of the NSLP, the SBP, and the SFSP. The purpose of the SSFO is to feed children in low-income areas during the summer months or during extended breaks of a year-round school schedule. The SSFO reduces paperwork and the administrative burden that is normally associated with operating all three programs. To accomplish this, the above Sponsor requests an exemption of significant portions of the SFSP federal regulations of 7 CFR Part 225. In lieu of the exempt SFSP regulations, the Sponsor will follow applicable regulations in the NSLP and the SBP (7 CFR parts 210 and 220, respectively).

REQUIRED SFSP PROVISIONS

SFSP regulatory provisions of 7 CFR, Part 225 that remain in force require that Sponsors:

- (1) 7 CFR Section 225.6(d)(1): Serve meals in needy areas that are not served by another site.
- (2) 7 CFR Section 225.6(e)(4): Agree to serve meals at no cost (except camps)
- (3) 7 CFR Section 225.6(e)(7): Claim reimbursement only for approved meals served without charge to children at approved sites during approved meal service periods—this section prohibits permanent changes to the serving time of any meal unless approved by CDE.
- (4) 7 CFR Section 225.14(c)(1): Demonstrate financial and administrative capability to operate the program, and accept final financial and administrative responsibility for the total program operations at all sites.
- (5) 7 CFR Section 225.14(c)(2): Have not been seriously deficient in operating the program.
- (6) 7 CFR Section 225.14(c)(3): Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist (except camps).
- (7) 7 CFR Section 225.14(d)(2): Open the meal service to children in the community as well as the summer school students, for meals served to children enrolled in summer school,
- (8) 7 CFR Section 225.16(b): Limit the number of meals that may be served, as specified.

IPTED SFSP PROVISIONS

To operate the SSFO, the Sponsor requests an exemption from the following SFSP regulatory provisions of 7 CFR, Part 225:

(1) 7 CFR Section 225.6: CDE application approval, paragraphs (b), (c), (d), (e), (f), and (h) except paragraphs (d)(1), (e)(4), and (e)(7)

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(2) 7 CFR Section 225.7: Program monitoring and assistance

(3) 7 CFR Section 225.8: Records and reports

(4) 7 CFR Section 225.9: Program assistance to Sponsor

(5) 7 CFR Section 225.10: Audits and management evaluations

(6) 7 CFR Section 225.11: Corrective action procedures

(7) 7 CFR Section 225.12: Claims against Sponsor

(8) 7 CFR Section 225.13: Appeal procedure

(9) 7 CFR Section 225.14: Requirements for Sponsor participation, entire section except paragraphs (c)(1), (c)(2), (c)(3), and (d)(2)

(10) 7 CFR Section 225.15: Management responsibilities of Sponsor

(11) 7 CFR Section 225.16: Meal service requirement, entire section except paragraph (b)

(12) 7 CFR Section 225.17: Procurement standards

(13) 7 CFR Section 225.18: Miscellaneous administrative provisions

NSLP AND SBP REGULATIONS

The CDE recognizes that NSLP and SBP regulations may conflict with SFSP requirements. The CDE will provide technical assistance to sponsors to adapt requirements as necessary.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN STATE MEAL PROGRAM

This section applies only if an effective date for the State Meal Program has been entered on the Cover Page, and it has been signed by the School Nutrition Programs Manager.

The Sponsor and participating schools under its jurisdiction shall comply with all provisions of the California EC 49550, 49553, 49557, 49557.1, 49557.3, 49558, 49559, 49560, 49561, and 49562.

The Sponsor shall:

- (1) Supervise the operation of the State Meal Program at all approved sites.
- (2) Maintain a nonprofit school food service program and use all food program revenues only for expenses needed to operate, or to improve, the food service program. Expenditures of food program revenues shall be made in accordance with the financial management system established by the CDE.
- (3) Serve nutritionally adequate meals to children during a period designated by the Sponsor as the meal period. Sufficient quantities of food shall be planned and produced so that each meal meets the requirements according to the USDA's NSLP meal pattern requirements or the SBP meal pattern requirements, which are incorporated by reference.
- (4) Plan for and prepare meals on the basis of participation trends, with the objective of providing one nutritionally adequate meal per day to each child determined to be eligible for a F/RP meal. Production and participation records shall be maintained to demonstrate positive action towards meeting this objective.
- (5) Price each meal as a unit, except in nonpricing State Meal Programs where there is no separate charge for the meal.
- (6) Make nutritionally adequate meals available to all enrolled children who are determined to be eligible for a F/RP meal. When more than one type of nutritionally adequate meal is offered, or when a variety of foods and milk are offered for choice within the required meal pattern, all children shall be offered the same selection. For those children that the Sponsor determines are eligible for a F/RP meal, nutritionally adequate meals shall be made available to them free of charge or at a reduced-price. Such determinations shall be made in accordance with the F/RP eligibility guidelines issued by the USDA and distributed by the CDE, and the Sponsor's approved Free and Reduced-Price Meal Policy Statement which are hereby incorporated by reference. Use the income eligibility scale distributed by the CDE without alteration or retyping.
- (7) Not discriminate against any child because of his or her inability to pay the full price of the nutritionally adequate meal.
- (8) Maintain a copy of the Sponsor's approved Free and Reduced-Price Meal Policy Statement, as well as any other policies and procedures that pertain to the provision of F/RP meals at each approved site.
- (9) Store, prepare, and serve food in accordance with proper sanitation and health standards as required by applicable state and local laws and regulations.
- (10) Maintain the necessary facilities for storing, preparing, and serving food. The facilities for handling, storing, and distributing food shall be such as to properly safeguard against theft, spoilage, and other losses.
- (11) Submit forms and reports to the CDE, in accordance with established procedures, to demonstrate compliance with State Meal Program requirements. These reports include, but are not limited to:
 - Claims for reimbursement
 - > Policy statements for Free and Reduced-Price Meals
- (12) Claim reimbursement at the prevailing rate only for nutritionally adequate meals that meet the specified meal pattern requirement and are served to children in accordance with this agreement. Reimbursement shall only be claimed on the basis of one nutritionally adequate meal per child per day and shall not be claimed for any meals which are served as "second" meals. Reimbursement shall not be claimed for nutritionally adequate meals served free or at a reduced-price which exceed the number of children approved for such meals.

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- (13) Maintain full and accurate records of the State Meal Program and retain these records for a period of three years after the applicable fiscal year. If necessary, these records shall be retained for more than three years until all issues raised by an audit are resolved. These records shall be kept separate from the records of any other food service (except those records that pertain to the Special Milk Program) which may be operated by the Sponsor. The records that shall be maintained include, but are not limited to the following:
 - On a site by site basis, the number of nutritionally adequate meals served to children each day, by category (free, reduced-price, and paid).
 - Meal production records and inventory records documenting the amounts and types of food used.
 - The individual applications for free and reduced-price meals (approved and denied) submitted by families. The applications shall be readily retrievable by site.
 - Income received from payments made by children, state reimbursement, and other sources.
 - Expenses incurred for food, labor, supplies, equipment, utilities, and other services related to the State Meal Program, supported by invoices, receipts, and other evidence of expenditures.
 - Contributions from other sources for food, labor, equipment, utilities, and meals for needy children, etc., pertaining to the State Meal Program.
- (14) Upon request, make all State Meal Program accounts and records available, at a reasonable time and place, to the CDE and other agencies as deemed appropriate, for audit or review purposes.
- (15) Comply with the limitations specified by the CDE concerning the sale of foods that compete with the nutritionally adequate meals sold under the State Meal Program (5 CCR 15500 and 15501, and EC 48931).
- (16) Ensure that the State Meal Program is operated in accordance with the terms of this agreement if the Sponsor contracts with other entities for services utilized in the operation of the State Meal Program.
- (17) Comply with California EC Section 45103.5, which prohibits public schools and schools operated by the county superintendent of schools from contracting for management of the food service program by a food service management company.
- (18) Comply with all requirements pertaining to the operation of the State Meal Program as specified in the California EC and the California Administrative Code, which are hereby incorporated by reference.
- (19) Comply with all applicable state laws and regulations, which are hereby incorporated by reference.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

This section applies only if an effective date for the FDP has been entered on the Cover Page, and it has been signed by the Food Distribution Program Authorized Representative.

The Sponsor shall comply with all provisions of 7 CFR Part 250, as well as applicable provisions of the California EC, USDA guidance, and CDE Management Bulletins hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) When receiving donated foods under this Program Agreement, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by the Recipient Agency's fault or negligence.
- (2) To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, or distribution.
- (3) To take action to obtain restitution in connection with claims for improper distribution, use, or loss of, or damage to, donated foods.
- (4) To provide, on a timely basis, by amendment to this Agreement, any changed information, including, but not limited to, any changes resulting from amendments to federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM

This section applies only if an effective date for the CACFP has been entered on the Cover Page and it has been signed by the Child and Adult Care Food Program Manager.

The Sponsor, as defined in 7 *CFR* Section 226.2, shall comply with all provisions of 7 *CFR* Part 226, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor's Child Nutrition Information and Payment System (P**PS) Application Packet, Management Plan, CACFP Meal Pattern by reference, as well as applicable provisions of 7 *CFR* parts 3, 3019, 3052; 15, 15a, 15b; Office of Management and Budget (OMB) Circulars A-87, A-122, A-133; and the California *EC*; USDA guidance, and CDE Management Bulletins, hereby incorporated by reference. The Sponsor further agrees to accept final administrative and financial responsibility for management of a proper, efficient, and effective food service; the Sponsor may not contract out for management of the Program. The Sponsor agrees to accept announced or unannounced visits during normal hours of operations by the

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CDE or the USDA. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) Child or adult care centers must have federal, state, or local licensing or approval to provide day care services to participants. Child or adult care centers, which are complying with applicable procedures to renew licensing or approval, may participate in the Program during the renewal process, unless the CDE has information that indicates that renewal will be denied. At-risk afterschool care centers shall comply with licensing requirements set forth in 7 CFR Section 226.17a(d).
- (2) Except for for-profit centers, child and adult care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.
- (3) Each child or adult care center participating in the Program must serve one or more of the following meal types—breakfast; lunch; supper; and/or snack. Reimbursement must not be claimed for more than two meals and one snack or one meal and two snacks provided daily to each participant. At-risk afterschool care centers shall comply with limits on daily reimbursement set forth in 7 CFR Section 226.17a (k).
- (4) Each child or adult care center participating in the Program shall claim only the meal types specified in its approved application in accordance with the meal pattern requirements specified in 7 CFR Section 226.20. Menus and any other nutritional records required by the CDE shall be maintained to document compliance with such requirements.
- (5) For-profit child care centers may not claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for F/RP meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals must not be included in this percentage.
- (6) For-profit adult care centers may not claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries.
- (7) A child care center with preschool children may also be approved to serve a breakfast, snack, and supper to school-age children participating in an outside-school-hours care program meeting the criteria of 7 CFR Section 225.19(b) that is distinct from its day care program for preschool-age children. The CDE may authorize the service of lunch to such participating children who attend a school that does not offer a lunch program, provided that the limit of two meals and one snack, or one meal and two snacks, per child per day is not exceeded.
- (8) A child care center with preschool children may also be approved to serve a snack or meal to school-age children participating in an at-risk afterschool care program meeting the requirements of 7CFR Section 226.17a that is distinct from its day care program preschool children, provided that the limit of two meals, and one snack, or one meal and two snacks, per child per day is not exceeded.
- (9) A child or adult care center may utilize existing school food service facilities or obtain meals from a school food service facility, and the pertinent requirements of 7 CFR Section 226.17(b) must be addressed in a written agreement between the child or adult care center and school. The center shall maintain responsibility for all applicable Program requirements set forth in 7 CFR sections 226.17, 226.17a, 226.19, and 226,19a.
- (10) Each child or adult care center, except at-risk afterschool care centers, shall collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals in accordance with 7 CFR Section 226.23(e)(1). In addition, Head Start participants need only have a Head Start statement of income eligibility or a statement of Head Start enrollment from an authorized Head Start representative, to be eligible for free meal benefits under the CACFP. For children enrolled in a child care center, documentation of enrollment must be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care and the meals normally received while in care.
- (11) Each child or adult care center must maintain daily records of time of service meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to adults performing labor necessary to the food service. At-risk after-school care centers must maintain records as required by 7 CFR Section 226.17a(o).
- (12) Each child or adult care center must require key staff, as defined by the CDE, to attend Program training prior to the center's participation in the Program, and at least annually thereafter, on content areas established by the CDE.
- (13) Sponsored child or adult care centers must promptly inform the sponsoring organization about any change in its licensing or approval status.
- (14) Unaffiliated sponsored child or adult care centers have the right to receive in a timely manner reimbursement for meals served to eligible participants for which the sponsoring organization has received payment from the CDE. However, if, with the child or adult care center's consent, the sponsoring organization will incur costs for the provision of program foodstuffs or meals on behalf of the center, and subtract such costs from Program payments to the center, the particulars of this arrangement shall be specified in the Agreement. The sponsoring organization must not withhold Program payments to any child or adult care center for any other reason, except that the sponsoring organization may withhold from the child or adult care center any amounts that the sponsoring organization has reason to believe are invalid, due to the child or adult care center having submitted a false or erroneous meal count.
- (15) The CDE and an independent child or adult care center have the right to terminate the Agreement for cause or, subject to 7 CF. Section 226.6(c), for convenience. Sponsoring organizations and unaffiliated sponsored centers have the right to terminate the Agreement for cause or convenience.
- (16) Child and adult care centers must comply with the CDE's time limit for submission of meal records.

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(17) If so instructed by its sponsoring organization, sponsored child and adult care centers must distribute a copy of the sponsoring organization's notice to parents or households.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if an effective date for the SFSP has been entered on the Cover Page, and it has been signed by the Summer Food Service Program Manager.

The Sponsor shall comply with all provisions of 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations which incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of OMB Circulars A-21, A-87, A-110, A-102, A-122, A-133, and the California EC; USDA guidance, and CDE Management Bulletins, hereby incorporated by reference.

The Sponsor further agrees to the following specific provisions, as applicable:

- (1) To retain final financial and administrative responsibility for the Program.
- (2) To operate a nonprofit food service.
- (3) To serve meals that meet the requirements and provisions set forth in 7 CFR Section 225.16 during times designated as meal service periods by the Sponsor.
- (4) To serve the same meals to all children.
- (5) To serve meals without cost to all children, except that camps, as defined in 7 CFR Section 225.2, may charge for meals served to children who are not served meals under the Program.
- (6) To Issue a free meal policy statement in accordance with 7 CFR Section 225.6.

 To meet the training requirement for its administrative and site personnel as required under 7 CFR Section 225.15(d)(1).
- (8) To claim reimbursement only for the type(s) of meals specified in this Agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR Section 225.2, shall claim reimbursement only for the type(s) of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This Agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR Section 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the CDF.
- (9) To submit claims for reimbursement in as specified in 7 CFR Section 226.9.
- (10) In the storage, preparation, and service of food, to maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
- (11) To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7 CFR Part 250 (FDP).
- (12) To have access to facilities necessary for storing, preparing, and serving food.
- (13) To maintain a financial management system as prescribed by the CDE.
- (14) Upon request, to make all Program accounts and records available to state, federal, and/or other authorized officials for audit or administrative review, at a reasonable time and place.
- (15) To maintain all Program records for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
- (16) To maintain children on site while meals are consumed.

CERTIFICATION REGARDING LOBBYING -- CHILD NUTRITION PROGRAMS

section is applicable to grants, subgrants, cooperative Agreements, and contracts exceeding \$100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by 31 USC Section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

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No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to Influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an emplo of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this federal grant or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and which all subrecipients shall certify and disclose accordingly.

CERTIFICATION REGARDING STATE AND FEDERAL DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

As required by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 182, for grantees, as defined at 2 CFR 182, Subpart B:

- A. The applicant certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going, drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace
 - (2) The grantee's policy of maintaining a drug-free workplace
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement.
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b).
 (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

	Place of Performance (street address, city, county, state, zip cod	e):
	9150 E. Imperial Hwy, Rm: C68-D62	,
	Downey, CA 90242	
i		

Check I if there are workplaces on file that are not identified here.

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Grantees Who Are Individuals

; quired by Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, for grantees, as defined at 2 CFR Part 182, Subpart C;

- As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined at 2 CFR Part 180 970.

- A. The applicant [Sponsor] certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Signature 200 April 100							
Signature of Attinorized Officia	or Designated Representative	Date					
JUNE 1	~	04/03/2017					
Printed name of Authorized Off	ficial or Designated Representative	Title					
Stephanie Sasnauskas		Food Services Consultant					
Telephone number	Fax number	E-mail					
562.940.2570	562.658.4745	Stephanie.sasnauskas@probation.lacounty.gov					
49 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	nhouse						
Contact person if different from	above	E-mail and phone number					

VENDOR PROFESSIONAL STANDARDS

Vendor's Employees Professional Standards

Federal Register Vol. 80, No. 40, dated March 2, 2015, referred to as the "Final Rule," establishes minimum professional standards for school nutrition personnel who manage and operate the National School Lunch and School Breakfast Programs. In the Final Rule, the following definitions are established:

- **1. Nutrition Program Director** (Probation, Food and Nutrition Services Director). The school nutrition program director is any individual directly responsible for the management of the day-to-day operation of school food service for all participating schools under the jurisdiction of the school food authority.
- 2. Nutrition Program Manager (Contracted Kitchen Food Services Manager/Director). The school nutrition manager is any individual directly responsible for the management of the day-to-day operation of school food service for a participating school(s).
- **3. Nutrition Program Staff** (Contracted Food Services Staff). School nutrition program staff are those individuals, without managerial responsibilities, involved in day-to-day operations of school food service for a participating school(s).

The Final Rule establishes that these definitions apply to the function/role rather than the specific title within the food service structure, and that the definitions apply whether or not the food service is operated by a Vendor. Therefore, as of the effective date of this contract, the minimum professional standards established by the Final Rule, and described therein, shall apply to the Vendor's staff performing any of the duties described above.

The Vendor shall only place staff for work in the Probation Department that meet the minimum professional standards outlined in 7 *CFR*, Section 210.30, which can be viewed at the following web page:

http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

- The Probation Department shall ensure that all staff the Vendor proposes for placement meet the minimum professional standards.
- The Vendor shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the Probation Department. The Vendor shall remove from the Probation Department's premises any staff who fail to take the required annual training.
 - The Vendor shall provide the Probation Department with a list of proposed employees and evidence that they meet the professional standards.

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

PROP A REVIEW - FOOD SERVICES AT BARRY J NIDORF JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS FOR THE PERIOD FROM JANUARY 1, 2022 - DECEMBER 31, 2022

COUNTY COSTS

Direct Costs

Salaries -

Classification	2022-2023 (1 Monthly Max Salary) No. of Positions	No. of Months	Total
Services Director, Probation	4.050.00			
Secretary II Food Service Consultant	4,856.00	-	-	-
Administrative Assistant II	8,497.00 6,576.10	0.25	3.00	19,728.30
Nutritionist II	6,706.91	-	- -	19,720.50
Nutritionist I	5,727.91	-	_	-
Staff Assistant II	6,321.73	-	-	-
Staff Assistant I	5,229.00	1.00	12.00	62,748.00
Intermediate Typist Clerk	4,096.18	1.00	12.00	49,154.16
Senior Food Service Manager	7,776.74	0.25	3.00	23,330.22
Food Services Manager	7,293.36	1.00	12.00	87,520.32
Chief Cook	5,784.64	1.00	12.00	69,415.68
Head Cook	5,307.00	1.00	12.00	63,684.00
Senior Cook Cook	4,690.74 3,996.82	2.00 3.00	24.00 36.00	112,577.76 143,885.52
Senior Baker	5,990.82 5,177.82	3.00 -	30.00	143,000.02
Intermediate FSW	3,337.92	1.00	12.00	40,055.04
Food Service Worker	3,171.36	6.00	72.00	228,337.92
Subtotal	94,547.23	17.50	210.00	900,436.92
	Add: Cost of living	ng adjustment (C	0 _	<u>-</u>
	COLA Adjusted	Subtotal		900,436.92
	Less: 5th Step S	Salary Savings	6.908%	(62,202.18) (2)
	Total Direct Sala	aries		838,234.74
	Employee Benef	fits	59.665%	500,132.76 (3)
	Total Salaries &	Employee Benefits	s =	1,338,367.49
Food				638,981.40
Insurance				14,502.36
Supplies				10,676.28
Postage/FedEx/DHL				1,186.20
Satefy Program				3,888.96
Kitchen Smallwares				6,642.96
Kitchen/Dining Paper & Plastics				104,390.04
Chemicals / Supplies				4,270.56
Telephone Service / Long Distance				5,694.00
Maintenance & Repair Mangement Travel & Education				38,000.04 1,945.44
Licenses & Permits				1,872.00
Computer Support				9,288.96
Software Application Fees				2,400.00
Miscellaneous				589.44
Vehicle Repair Gas and Oil				3,999.96
Contracted Servcies			_	4,221.48
Services & Supplies			=	852,550.08
Indirect Costs			=	(4)

PROBATION DEPARTMENT PROP A REVIEW - FOOD SERVICES AT BARRY J NIDORF JUVENILE HALL COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO CONTRACTOR'S COSTS

Total Estimated A	Avoidable Costs	2,190,917.57
CONTRACTING COSTS		
<u>Direct Costs</u>		1,718,595.33
Indirect Costs		46,164.00
<u>Sales Tax</u>	@9.5%	38,872.50
<u>Profit</u>	1.74%	30,303.40
Total Contract Co	osts (Direct plus Indirect)	1,833,935.23
Estimated Savings from Contracting (Avoidable Costs	less Contract Costs)	356,982.34
Percent of Savings		16.29%

CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES

I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list. The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal and Nuestra Comunidad.

II. A list of firms from which the Department solicited offers:

The Probation Department's Food Services Bidder's list is attached.(Attachment III-A)

- III. On final analysis and consideration of award, Morrison Management Specialists, Inc. was selected without regard to sex, religion, race, color, or creed.
- IV. The Organization Information Form for Morrison Management Specialists, Inc. is attached as Attachment 111-B

Food Services Bidder's List

ATTACHMENT III-A

Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Contact E-Mail
Advansys	6653 Baird Avenue	Reseda	CA	91335			
American Food Management	1801 E. Cotati	Rohnert Park	CA	94928			
Andre's Food Corporation	923 6th Street	Santa M onica	CA	90403			
Aramark Corporation	18732 34th Avenue SE	Bothell	WA	98012			5
B.F.N. Enterprises/Capri Enterprises	928 Capri Road	Leucadia	CA	92024			
California Dining Services	4700 West Ramona Blvd.	Monterey Park	CA	91754			
California Fast Food Services	2221 Honolulu Avenue	Montrose	CA	91020			
California Food Safety Center	264 South La Cienega Blvd., 490	Beverly Hills	CA	90211			
California Nutrition Center	11305 Avalon Blvd.	Los Angeles	CA	90061			
Campus Cuisine	3505 Cadillac Avenue, #O- 109	Costa Mesa	CA	92626- 1429			
Cantrell Catering	1027 North Rose Street	Burbank	CA	91505			
Chambertin Company	2680 Cordelia Road	Los Angeles	CA	90049			
Classic Catering	5812 East Olympic Blvd.	Los Angeles	CA	90040			
Concession Management Services, Inc.	340 Arden Blvd.	Los Angeles	CA	90020			
Copehagen	1510 W. Burbank Blvd.	Burbank	СА	91506			

Food Services Bidder's List

ATTACHMENT III-A

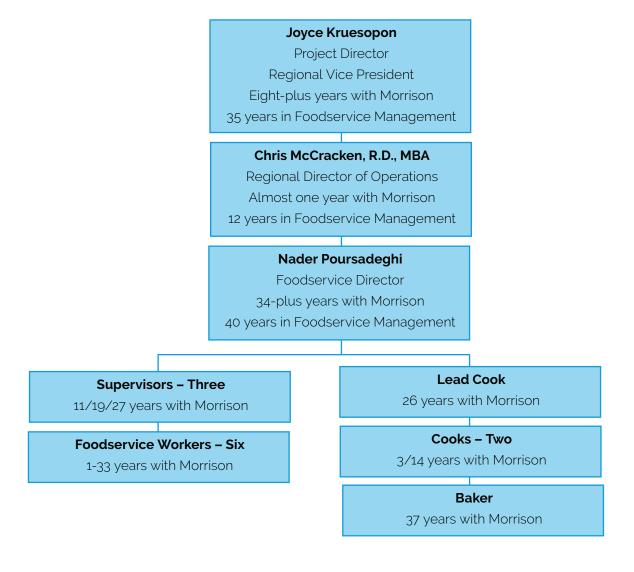
Correctional Food Services Management	5727 North Black Canyon Highway	Phoenix	AZ	85015- 2208		
Fisherman's Grotto	15950 Hesperian Blvd.	San Lorenzo	CA	94580		
Golden West Services	111 North Hill Street	Los Angeles	CA	90012	#1	
Goldenwest Services	2350 West 17th Street	Long Beach	CA	90813		
Huntington Culinary, Inc.	5122 Bolsa Ave., Suite 102	Huntington Beach	CA	92649		
Industrial Speciality Products	3333 South Malt Avenue	Los Angeles	CA	90040 - 3125		
Intergrated Support Solutions	14558 Sylvan Avenue	Van Nuys	CA	91401		
Laura's French Baking Company	6721 Alameda Street	Los Angeles	CA	90001		
Le Blanc's Arco & Mini Mart	17595 Grand Avenue	Lake Elsinore	CA	92530		
LIEU-CAP	641 Westminster Avenue	Venice	CA	90201		
Los Jarritos	5351 S. Atlantic Blvd.	Maywood	CA	90270		
Metropolitan Culinary Services, Inc.	2627 North Hollywood Way	Burbank	CA	91505		
Mike Slatinsky	10535 Wilshire Blvd., Ste. 1003	Los Angeles	CA	90245		
Mira Costa Food Service	701 South Peck Avenue	Manhattan Beach	CA	90266		
Moe's Product Dist., Inc.	8630 Ramona St.	Bellflower	CA	90706		
Morrison's Management Specialists, Inc.	1727 Axenty Way	Redondo Beach	CA	90278		

Food Services Bidder's List

ATTACHMENT III-A

Mountain View Services	625 Amigos Drive	Redlands	CA	92373		
Nubia's Catering Service	1330 Silverlake Blvd.	Los Angeles	CA	90026- 2243		
Palladium Foods	6215 Sunset Blvd.	Hollywood	CA	90028		
Quality Foods & Catering	10950 Burbank Blvd.	North Hollywood	CA	91601		
Unicorn Express Enterprises, Inc.	1080 South Los Robles	Pasadena	CA	91106		
Unihealth America	1423 South Grand Avenue	Los Angeles	CA	90015		
United Food Group	3501 East Vernon Avenue	Los Angeles	CA	90058		
Watts Health Foundation, Inc.	10300 Compton Ave.	Los Angeles	CA	90002		

Organizational Chart for Barry J. Nidorf Juvenile Hall



Soliciation Number:

6402001

Title:

RFP for Food Services at Barry J. Nidorf Juvenile Hall

Department:

Probation

Bid Type:

Service

Bid Amount:

N/A

Commodity:

CONSULTING SERVICES - FOOD SERVICE

The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Barry J. Nidorf Juvenile Hall.

Description:

The Los Angeles County Probation Department (Probation) is issuing this Request for Proposals (RFP) to solicit proposals for a Contract with an organization that can provide Food Services at Barry J. Nidorf Juvenile Hall.

Less

Open Day:

8/21/2020

Close Date:

10/9/2020 12:00:00 PM

Contact Name:

Yvonne Humphrey

Contact Phone:

(562) 658-4321

Contact Email:

Yvonne.Humphrey@probation.lacounty.gov

Last Changed On: 8/21/2020 11:08:19 AM

Attachment File (1) Click here to download attachment files.

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA REVIEW DATE	3/23/2022								
BOARD MEETING DATE	4/5/2022								
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □	2 nd 3 rd 4 th 5 th							
DEPARTMENT(S)	FIRE								
SUBJECT		he acquisition request for apparatus previously pard on May 18, 2021.							
PROGRAM	N/A	/A							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No	☑ Yes ☐ No							
SOLE SOURCE CONTRACT	☐ Yes	☐ Yes							
	If Yes, please explain wl	hy:							
DEADLINES/ TIME CONSTRAINTS	Obtaining approval as soon as possible will enable the District to get the best pricing possible.								
COST & FUNDING	Total cost: \$9.696 million	Funding source: Fire Department Special Services Unit's Capital Asset (CA)							
	TERMS (if applicable):								
		on Adjustment (Attachment A) to increase the Fire Department Capital Asset (CA) appropriation by \$9.696 million for the							
PURPOSE OF REQUEST	plant of the winning bidd	acquisition request is due to 1) the closure of the production ler; 2) the inability of the winning bidder to provide the luad vehicles and 3) the rise in price for each pumper							
BACKGROUND (include internal/external issues that may exist including any related motions)	The District has a 20-year replacement plan for pumper apparatus, consisting of 15 years of front-line service and five years of reserve service. Pumper apparatus provide structural fire suppression and protection, wildland fire suppression, and emergency medical response capabilities. On May 18, 2021, your Board approved the acquisition of eleven pumper apparatus and other emergency vehicles. After the Purchasing Agent finalized the bid process for the pumper apparatus, the District learned of the								
EQUITY INDEX OR LENS WAS UTILIZED	closure of the winning bidder's production plant and the bid was cancelled. ☐ Yes ☑ No If Yes, please explain how:								
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☑ No If Yes, please state which one(s) and explain how:								
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Zuleyda Santana, Administrative Services Manager II – (323) 881-6173 Zuleyda.Santana@fire.lacounty.gov								



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov

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

SHEILA KUEHL THIRD DISTRICT JANICE HAHN

SECOND DISTRICT

HILDA L. SOLIS

FIRST DISTRICT HOLLY J. MITCHELL

BOARD OF SUPERVISORS

FOURTH DISTRICT KATHRYN BARGER FIFTH DISTRICT

April 5, 2022

FORESTER & FIRE WARDEN

DARYL L. OSBY FIRE CHIEF

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:

REQUEST TO AMEND ACQUISITION OF PUPMER APPARATUS (ALL DISTRICTS) (4 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to amend the acquisition request for apparatus previously approved by your Board on May 18, 2021. The amendment of the acquisition request is due to 1) the closure of the production plant of the winning bidder; 2) the inability of the winning bidder to provide the requested paramedic squad vehicles and 3) the rise in price for each pumper apparatus.

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

- 1. Approve the District's request and authorize the Internal Services Department, as the Purchasing Agent, to proceed with the amended solicitation and acquisition of the capital asset items in excess of \$250,000, which consist of multiple pumper apparatus.
- 2. Approve the Appropriation Adjustment (Attachment A) to increase the Fire Department Special Services Unit's Capital Asset (CA) appropriation by \$9.696 million for the purchase of apparatus.
- Find that these purchases are exempt from the provision of the California Environment Quality Act (CEQA).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District has a 20-year replacement plan for pumper apparatus, consisting of 15 years of front-line service and five years of reserve service. Pumper apparatus provide structural fire suppression and protection, wildland fire suppression, and emergency medical response capabilities. On May 18, 2021, your Board approved the acquisition of eleven pumper apparatus and other emergency vehicles. After the Purchasing Agent finalized the bid process for the pumper apparatus, the District learned of the closure of the winning bidder's production plant and the bid was cancelled. The next available bidder was no longer able to honor their bid price due to increased prices in materials.

Acquiring these apparatus will allow the District to catch up with our the current apparatus replacement schedule. Deliveries are expected to begin in FY 2023-24.

<u>Implementation of Strategic Plan Goals</u>

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. I, Strategy 1.2: Enhance Our Delivery of Comprehensive Interventions, by delivering comprehensive and seamless services to those seeking assistance from the County; and Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Approval of the Appropriation Adjustment will increase the Fire Department Special Services Unit's CA appropriation by \$9.696 million to fully fund the purchase of apparatus. This increase will be funded by savings generated from the cancellation of the original apparatus purchase orders.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 16, 2001, the Board adopted a policy whereby departments must obtain Board approval to purchase or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisitions to the County's Purchasing Agent.

ENVIRONMENTAL DOCUMENTATION

The acquisition of these apparatus is exempt from the CEQA as it will not result in a direct or reasonably foreseeable impact on the environment in accordance with Section 15061(b)(3) of the State of California CEQA guidelines.

CONTRACTING PROCESS

This is a commodity purchase under the statutory authority of the County's Purchasing Agent. The purchase will be requisitioned through and accomplished by the County's Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These apparatus will greatly enhance the District's ability to protect lives, the environment and property in a safe, more efficient, and more cost-effective manner.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office - Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
323-881-6173
Zuleyda.Santana@fire.lacounty.gov

Internal Services Department Purchasing & Contracts Service Attention: Gerald Plummer, Division Manager 1100 North Eastern Avenue, Suite 102 Los Angeles, CA 90063 GPlummer@isd.lacounty.gov

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zs

Enclosure

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

STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT FY 2020-21

2/10/	2022				Ju	ustificati	on			
Cluster FIN		BUE	FINANCE BUDGET ADJUSTMENT Fire Apparatus Purchase ONE-TIME REVENUE OFFSET FUNDING tions 0 4		Reflects increase in appropriation to purchase apparatus previously approved by the Board on May 18, 2021. The original acquisition request is being amended due to the inability of the winning bidders to provide the requested vehicles.					
Source	s (Incre	ase Rev	enue / D	Pecrease Appropriation)						
FUND	DEPT	LVL1	LVL2	DESCRIPTION		CAT	OBJ	DESCRIPTION	AMOUNT	
DA1				FIRE DEPARTMENT			3306	APPROPRIATIONS FOR CONTING	9,696,000	
									9,696,000	
Uses (I	ncrease	Approp	riation ,	/ Decrease Revenue)						
FUND	DEPT	LVL1	LVL2	DESCRIPTION		CAT	OBJ	DESCRIPTION	AMOUNT	
DA1	FR	40100	40191	FIRE DEPARTMENT - SPECIAL SER	VICES BI	U	6030	CAPITAL ASSETS - EQUIPMENT	9,696,000	
									9,696,000	
								Appropriation	-	
								Intrafund Transfers	-	
								Revenue	-	
Evnlan	ation o	f change						Net County Cost	-	
Reflect	s increa	ise in ap	propriati	ion to purchase apparatus previous pility of the winning bidders to pro		-			acquisition request is	

Manager, CEO Approval

BOARD LETTER/MEMO CLUSTER FACT SHEET

CLUSTER AGENDA	3/23/2022						
REVIEW DATE							
BOARD MEETING DATE	4/5/2022						
SUPERVISORIAL DISTRICT AFFECTED	⊠ All □ 1 st □	2 nd 3 rd 4 th 5 th					
DEPARTMENT(S)	Department of Medical E	Examiner-Coroner					
SUBJECT	The Department of Medical Examiner – Coroner (DMEC) requests approval to execute Contract Number ME2021-01-C with VertiQ Software LLC (VertiQ). and authorize the Chief Medical Examiner-Coroner or designee to approve the procurement of VertiQ solution to replace the departments legacy Case Management System (CMS).						
PROGRAM	Modernization of Legacy Case Management System						
AUTHORIZES DELEGATED AUTHORITY TO DEPT	⊠ Yes □ No						
SOLE SOURCE CONTRACT	☐ Yes ☐ No						
	If Yes, please explain when the second secon	ny:					
DEADLINES/ TIME CONSTRAINTS							
COST & FUNDING	Total cost: \$1,205,815	Funding source: Committed for IT Enhancements Account (ITF)					
	TERMS (if applicable): The total fiscal impact of the five-year CMS replacement project is \$1,600,000. These costs are fully offset by \$1,600,000 of IT Legacy Modernization funding approved by the County's IT Investment Board in November 2020. The CMS replacement project has three funding components: a recommended contract with VertiQ with a maximum contract sum not to exceed \$1,205,815 for the five-year term, \$330,050 for a one-time ESMA Contract with Public Consulting Group (PCG), and \$64,135 for one-time data conversion to be performed by ISD.						
		f the attached contract will authorize Director of Medical approve procurement with CMS Software vendor with funding					
PURPOSE OF REQUEST	procure services of with	s approval from the Board of Supervisors to move forward and VertiQ LLC software vendor to implement CMS solution.					
BACKGROUND		MS are to improve the efficiency and comprehensiveness of the					
(include internal/external	case workflow that supports management of decedent case relative to National						
issues that may exist	Association of Medical Examiners (NAME) standards, to improve data health, to improve						
including any related motions)	ted the security posture, and to allow remote capability for field staff.						
EQUITY INDEX OR LENS	☐ Yes ☐ No						
WAS UTILIZED	If Yes, please explain ho	ow:					
SUPPORTS ONE OF THE							
NINE BOARD PRIORITIES	If Yes, please state which one(s) and explain how:						
DEPARTMENTAL	Enhance and support board priority data-sharing initiative Name, Title, Phone # & Email:						
CONTACTS							
COMINGIO	Darwin Sypinero, ITM I (323) 343-0707, <u>dsypinero@coroner.lacounty.gov</u> Darwin Sypinero, Orbit Madical Franciscon Coroner (302) 343-0704 illustration of the second of the sec						
	 Dr. Lucas, Chief Medic 	cal Examiner-Coroner, (323) 343-0521, <u>llucas@coroner.lacounty.gov</u>					



COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER



1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033

Jonathan R. Lucas, M.D. Chief Medical Examiner-Coroner

April 5, 2022

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 EXECUTE CONTRACT FOR PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR (FY) 2021-22 (ALL DISTRICTS) (43-VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The Department of Medical Examiner – Coroner (Department) requests delegated authority to approve and execute Contract Number ME2021-01-C (Contract) with VertiQ Software, LLC (VertiQ) for software and implementation services and authorize the Chief Medical Examiner-Coroner or his designee to approve the procurement of a CMS solution from VertiQ to replace the Department's legacy Case Management System (CMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Chief Medical Examiner-Coroner or his designee, to approve and execute Contract Number ME2021-01-C with VertiQ in substantial form as Attachment I, with an initial contract term that encompasses software development and implementation, and two years of hosting and support, of a modern enterprise case management system, from the date of execution, with options to exercise up to three, one-year extensions subject to sufficient funding, in the contract sum not to exceed \$1,205,815.

Accreditations:

National Association of Medical Examiners (Provisional)
California Medical Association-Continuing Medical Education
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2005 Forensic Science Testing Laboratories
Peace Officer Standards and Training Certified

- 2. Authorize the Chief Medical Examiner-Coroner, or his designee, to approve and execute any future amendments or change request to the Contract, for as-needed changes, including changing the statement of work, adjusting the pricing schedule such additional work does not exceed the contract sum, in accordance with the applicable provisions of the Contract, subject to approval by County Counsel, review of Office of the Chief Information Officer (OCIO), and notification to the Board.
- Authorize the Chief Medical Examiner-Coroner, or his designee, to approve and issue
 written notices to suspend or terminate, in whole or in part, the Contract pursuant to the
 terms of the contract, subject to approval by County Counsel, review of OCIO, and
 notification to the Board.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION

Background

In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance efficiency and service delivery. Additionally, a high-level Information Technology (IT)-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the future projected workflow. The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported.

In February 2021, the Department initiated a Request for Proposals (RFP) for the solicitation of a new CMS to be funded with \$1,600,000 in IT Legacy Modernization funds approved by the County's IT Investment Board in November 2020. Three vendors submitted proposals to the RFP. The Department also procured a project manager to lead the implementation and support organizational change management through an Enterprise Services Master Agreement (ESMA), who was onboarded in October 2021.

In November 2021, VertiQ was selected as the prevailing RFP vendor for the procurement of the CMS software, and who, in conjunction with the ESMA-selected projected management team, will lead with the design, build, testing, training, implementation, and support of the modern CMS solution. Partnering with VertiQ for commercially available Software as a Solution and a project manager to lead the implementation work effort of the new CMS system will ensure the timeliness, completeness, and accuracy of the deployment, yielding a higher quality deliverable and efficient workflow.

Recommendations

Approval of the first recommendation will allow the Department to enter into a new CMS agreement for two years with option to renew terms yearly for three additional years, that will improve the efficiency and comprehensiveness of the case management system, provide a

single, case workflow that supports management of cycle times relative to National Association of Medical Examiners (NAME) standards and other performance metrics, improve the Department's security posture, improve data quality and allow remote capability for field staff.

Approval of the second recommendation will allow the Department to make necessary and asneeded changes to the contract, including those to the statement of work, the pricing schedule, as the CMS software is implemented and the need for such changes becomes evident for the efficient operation of the workflow. Such changes will be subject to funding limitations and subject to approval by County Counsel, review of OCIO, and notification to the Board.

Approval of the third recommendation will allow the Contract to be suspended or terminated in accordance with the provisions of the Contract subject to approval by County Counsel, review of OCIO, and notification to the Board.

Implementation of Strategic Plan Goals

The project aligns with County Strategic Goal III – Realize Tomorrow's Government Today, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency. The Contract supports the implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications), including replacement of legacy systems.

The recommended action is also consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the Department in carrying out its mission to provide essential services to the public in an effective and efficient manner.

FISCAL IMPACT/FINANCING

The total fiscal impact of the five-year CMS replacement project is \$1,600,000. These costs are fully offset by \$1,600,000 of IT Legacy Modernization funding approved by the County's IT Investment Board in November 2020.

On February 9th, 2021, your Board approved an appropriation adjustment to transfer the \$1,600,000 of IT Legacy Modernization funding into the Department's operating budget (Attachment III). These funds were unspent in FY 2020-21 and were approved by your Board to be carried over to FY 2021-22. Funds unspent in FY 2021-22 will be requested as carryover during the FY 2022-23 Supplemental Budget phase.

The CMS replacement project has three funding components: a recommended contract with VertiQ with a maximum contract sum not to exceed \$1,205,815 for the five-year term, \$330,050 for a one-time ESMA Contract with Public Consulting Group, and \$64,135 for one-time data conversion to be performed by Internal Services Department.

The recommended contract with VertiQ will provide services under a two (2) year initial contract term with three (3) optional one-year extension terms for a total of a 5-year term. The total County maximum contract sum includes: (1) \$476,815 for one-time implementation services during the initial term; (2) \$291,600 for software access, maintenance, support, and cloud-based hosting during the initial contract term; and (3) \$437,400 for software access, maintenance, support, and cloud-based hosting during the extension contract terms.

After the IT Legacy Modernization funds have been exhausted in FY 2027-28, the Department-estimates that the ongoing CMS Software maintenance and support cost will be \$146,000, partially offset by the sunsetting of legacy system.

The Department's budget will continue to be monitored and assessed annually through the Budget Status Report process. In FY 2028-29, if necessary, any outstanding funding need may be considered in the budget process, which will allow for recommendations to be made within the context of the Department's budget, the County's overall budget, and numerous competing funding priorities and requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action.

County Counsel has reviewed this Board Letter and recommends approval.

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

CONTRACTING PROCESS

The Department issued an RFP in January 2021 for the purchase and delivery of the CMS system. The solicitation and evaluation were completed in October 2021, with three vendors submitting proposals. VertiQ was selected through the competitive process. In November 2021, the Department entered into contract negotiations with VertiQ LLC. Following a series of negotiation sessions, the Contract (Attachment I) is in its substantial form. In addition, the Department identified and onboarded a Project Manager in October 2021 through the ESMA Program, Work Order E1-121.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the Department to acquire a modern CMS to replace the existing legacy system. The new CMS will provide improved security, support the life cycle of a case, and adapt to the changing requirements and needs of the Department. The

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new CMS will ensure the Department's ability to track case activity, produce management reports, and assess responsiveness and outcomes.

CONCLUSION

When	approved,	the Executive	Office, E	Board of	f Supervisors	is requested	to return	one	signed
сору с	of the appro	oved Board Le	etter to the	e Depai	rtment.				

Sincerely,

Jonathan R. Lucas, M.D.
Chief Medical Examiner-Coroner

Peter Loo

Acting Chief Information Officer



CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES AND

VertiQ Software LLC

FOR

CASE MANAGEMENT SYSTEM

Contract Number ME2021-01-C

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This Contract ("Contract") made and entered into this day of	
20 by and between the County of Los Angeles Department of Me	edical Examiner-
Coroner (DMEC), hereinafter referred to as County and	
hereinafter referred to as "Contractor".	is located at

RECITALS

WHEREAS, the County may contract with private businesses for a Case Management System when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing a commercial off-the-shelf (COTS) Case Management System software and professional services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for software and professional services for a Case Management System; and

WHEREAS, Contractor is qualified, equipped, staffed, and willing to provide such A case management system and related services for and in consideration of the payments provided under this Contract and

WHEREAS this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1 APPLICABLE DOCUMENTS

1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Pricing Schedule
- 1.3 Exhibit C Contractor's Proposed Schedule
- 1.4 Exhibit D Contractor's EEO Certification
- 1.5 Exhibit E County's Administration
- 1.6 Exhibit F Contractor's Administration
- 1.7 Exhibit G Forms Required at the Time of Contract Execution
- 1.8 Exhibit H Jury Service Ordinance
- 1.9 Exhibit I Safely Surrendered Baby Law
- 1.10 Exhibit J Intentionally Omitted

Unique Exhibits:

Prop A - Living Wage Program

- 1.11 Exhibit K Intentionally Omitted
- 1.12 Exhibit L Intentionally Omitted

Intellectual Property Developed-Designed by Contractor Forms

1.13 Exhibit M - Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor

Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SB 1262 - Nonprofit Integrity Act of 2004

1.15 Exhibit O - Intentionally Omitted

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

2 **DEFINITIONS**

2.1 Standard Definitions:

- 2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used. A list of Departmental definitions can be found in Exhibit X.
 - 2.1.1.1 Contract: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work
 - 2.1.1.2 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

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 commence after execution by County's Board of Supervisors, and terminate after two years of Annual Maintenance and Support ("Annual Maintenance and Support") as provided in Exhibit B-SOW-Pricing Schedule, Tasks and Deliverables, Item 2.0, or no later than December 31, 2025 ("Initial Term"), 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 Annual Maintenance and Support for up to three (3) additional, one-year extensions, for a maximum total Contract term through December 31, 2028. Each such extension options 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 DMEC 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 DMEC at the address herein provided in Exhibit E - County's Administration.

5 CONTRACT SUM

5.1 **Total Contract Sum**

5.1.1 The Contract Sum shall not exceed \$(1,205,815) as set forth in Exhibit B, Pricing Schedule.

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 DMEC at the address herein provided in Exhibit E, County's Administration.

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

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

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the

terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted to the following address:

Department of Medical Examiner-Coroner

1104 N. Mission Road

Los Angeles, CA 90033

Attn: Accounting

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 **Intentionally Omitted**

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

6.1.1 A listing of all County Administration referenced in the following subparagraphs 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 Contractor's 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. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- Contractor's staff any information obtained through the County's background investigation.
- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall 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. A legal defense provided to County pursuant to Contractor's indemnification obligations under this Paragraph 7.6.2 shall be promptly conducted by Contractor and performed by counsel selected by Contractor and approved by County, subject to any reservation of rights to refuse a tender of defense and/or indemnification that Contractor may assert, and which specifies the basis, in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, and in the event Contractor fails to defend, County, as set forth herein, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment, County shall be entitled to reimbursement from Contractor for all such damages, legal fees, costs, and expenses incurred by County in the conduct of its defense and assertion of rights

under this Paragraph 7.6 up to the total amount of fees paid by County to Contractor for deliverables as described in Paragraph 8.43.2.1 as of the date of the alleged breach or misconduct, or the amount of any damages, legal fees, costs, and expenses to which County may be entitled to reimbursement under any applicable insurance coverages specified in Paragraphs 8.24 and 8.25, whichever is greater, which damages are only applicable until the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Thereafter, i.e., subsequent to System Pricing Schedule. Acceptance, reimbursement by applicable insurance for damages shall be measured and allocated based on the comparative liability of the parties. Notwithstanding County's exercise of the extension options under Paragraph 4.2, 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 G1.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Department Head or his/her designee as authorized by the Board of Supervisors.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Department Head or his/her designee as authorized by the Board of Supervisors.

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 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 negotiate in good faith with Contractor to reach an agreement 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), whereby the services to be provided by the contractor under this Contract would also be reduced The County's notice to the contractor correspondingly. regarding the need to initiate discussions to address potential reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions through a "Budget Reduction Notice." Upon receipt of any Budget Reduction Notice. Contractor agrees negotiate in good faith to meet County's needs, to pause the Services set forth in the Contract and to provide system storage space at no additional fee to County for a maximum of two (2) months (the "Budgetary Pause"), at which time County will be responsible to pay for any and all storage and personnel fees incurred by Contractor due to a Budgetary Pause, and if County does not initiate such payment, Contractor reserves any and all rights to initiate an action for breach of this Agreement and to seek any and all damages, fees, costs, and

expenses of whatever kind, including attorneys fees, that are incurred by Contractor in connection with this Section 8.4.1.

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 ten (10) 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.
- If the County requests changes in the contractor's 8.5.2.3 policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) 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, ordinances, directives, guidelines, policies, or procedures. A legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be promptly conducted by Contractor and performed by counsel selected by Contractor and approved by County, subject to any reservation of rights to refuse a tender of defense and/or indemnification that Contractor may assert, and which specifies the basis, in Notwithstanding the preceding sentence, County writing. shall have the right to participate in any such defense at its sole cost and expense, and in the event Contractor fails to defend, County, as set forth herein, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment, County shall be entitled to reimbursement from Contractor for all such damages, legal fees, costs, and expenses incurred by County in the conduct of its defense and assertion of rights under this Paragraph 8.6 up to the total amount of fees paid by County to Contractor for deliverables as described in Paragraph 8.43.2.1 as of the date of the alleged breach or misconduct, or the amount of any damages, legal fees, costs, and expenses to which County may be entitled to reimbursement under any applicable insurance coverages specified in Paragraphs 8.24 and 8.25, whichever is greater, which damages are only applicable until the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule. Thereafter, i.e., subsequent to System Acceptance, reimbursement by applicable insurance for damages shall be measured and allocated based on the comparative liability of the parties. Notwithstanding County's exercise of the extension options under Paragraph 4.2, Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

- Unless the contractor has demonstrated to the County's 1. 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.
- 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 longstanding 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 Layoff or Re-Employment List

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

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public

Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with iob 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 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 Facsimile Representations

The County and the contractor hereby agree to regard facsimile 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, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

- compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy

of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number. financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- **8.24.2.5** Certificates and copies of any required endorsements shall be sent to:

Medical Examiner-Coroner 1104 N. Mission Road Los Angeles, CA 90033 Attn: Silvia Gonzalez, Contracts

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

8.24.4 Cancellation of or Changes in Insurance

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

breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a 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 Unique Insurance Coverage

8.25.4.3 Intentionally Omitted

8.25.4.2 Intentionally Omitted

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification: (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks 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 \$ 3 million—

8.25.4.6 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$ 3 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 The procuring of the insurance request. described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's performance liability or as full indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Intentionally Omitted

8.26 Intentionally Omitted

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 designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The 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; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response

to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this

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. Contractor shall maintain or provide County with access (e.g., electronic means) to all such material at a location in Los Angeles County, and to provide system storage space at no additional fee to County for a maximum of 30 days, at which time County will be responsible to pay for any and all storage and personnel fees incurred by Contractor due to usage of system storage space. 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.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the

contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Intentionally Omitted.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:
 - 8.40.2.1 A description of the work to be performed by the subcontractor;
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every

- subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Department of Medical Examiner-Coroner 1104 N. Mission Road Los Angeles, CA 90033 Attn: Contracts

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

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available

to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination, and except as otherwise directed by the County, the contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43, 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 continue the performance of this Contract, if practicable, to the extent not terminated under the provisions of Sub-Paragraph 8.43.
 - 8.43.2.1 To the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment for a default occurring before System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule, County shall be entitled to recover from Contractor the following damages:
 - (a) The total amount of fees paid by County to Contractor as of the date of the alleged breach or misconduct, excluding those amounts for which County has accepted and paid for Contractor's completion of milestone tasks (i.e., Items 1 through 10 in Exhibit B-SOW–Pricing Schedule) under the terms of the Agreement, and
 - (b) An amount not to exceed \$10,000 representing mitigation costs required to procure the goods and services terminated under this Contract, according to proof, and for legal fees and costs, and expenses incurred by County in asserting its rights under this Sub-Paragraph 8.43.1. Contractor's maximum liability for mitigation costs under this Sub-Paragraph 8.43.2.1(b) shall expire on the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW– Pricing Schedule.

- 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 floods. sovereign capacities, fires. 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 "subcontractor(s)" paragraph, 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 COVID-19 VACCINATION OF COUNTY CONTRACTOR PERSONNEL

8.55.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 8.55.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").
- 8.55.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider: (4) a digital record that includes a guick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 8.55.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with

County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.
- 8.55.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

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.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and

the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.3 Ownership of Materials, Software and Copyright

- 9.3.1 Intentionally omitted.
- 9.3.2 During the term of this Contract, the Contractor shall secure all of the Contractor's working papers and data 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, and within thirty (30) calendar days of (i) termination of this Contract, (ii) County's discontinuance of payment of hosting fees, or (iii) written notice from County, Contractor shall make all County data available for downloading in an industry-accepted form for a period of 30 days. Thereafter, Contractor shall have no further duty under this Paragraph 9.3.2. following County's receipt of working papers and data prepared under this Contract.
- 9.3.3 Any and all materials, software and tools which are developed 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 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

- 9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

- 9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:
 - Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 4. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Not withstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

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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.

	CONTRACTOR: (Name)
	ByName	
	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		
BRIAN T. CHU Principal Deputy County Co	 ounsel	

Contract No.

Case Management System SOW Appendix A

Project Timeline

Project Kick off	1 2 2	Duration	
	Party	[weeks]	Notes
Initiate Data Conversion, Data Mapping and Integration Discussion	VQ/LAC	1	
Iteration 1 - Prototypes	VQ	3	
VQ Build Use case 3.0 Reporting Desk			
Iteration 1 - Client Review	VQ/LAC	1	3 meetings to review approximate duration 2.5hours each one
VQ/Client Review use case 3.0 Reporting Desk			
Document Update and Validation with County		1	
Iteration 2 - Prototypes	VQ	2	
VQ Build Use case 4.0 Investigation & Transportation			
VQ Build use case 5.0 Manage Property & Evidence			
Iteration 2 - Client Review	VQ/LAC	1	3 meetings to review approximate duration 2.5hours each one
VQ/Client Review use case 4.0 Investigation & Transportation			
VQ/Client Review 5.0 Manage Property & Evidence			
Document Update and Validation with County		1	
Iteration 3 - Prototypes	VQ	3	
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
Iteration 3 - Client Review	VQ	1	3 meetings to review approximate duration 2.5hours each one
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
Document Update and Validation with County		1	
Document integration for Web Portal and Documentum			
Finalize documentation of functional requirements not referenced in a use case			
Iteration 1 - Reports - Prototype	VQ	1	
Iteration 1 - Reports - Client Review	VQ	1	1 meeting to review approximate duration 2.5hours
Create Detailed Requirements document DRD	VQ	3	This document will detail all changes considered in scope and contain the data mapping document
DRD Review with LA	VQ/LAC	1	1 meeting to review approximate duration 2.5hours
Sign off on DRD	LAC	2	LAC to validate
Development	VQ		
Iteration 1 - Dev QA	VQ	6	
VQ Build Use case 3.0 Reporting Desk			
Review dev iteration with client	VQ/LAC	1	
Iteration 2 - Dev QA	VQ	6	
VQ Build Use case 4.0 Investigation & Transportation			
5.0 Manage Property & Evidence			
Review dev iteration with client	VQ/LAC	1	
Iteration 3 - Dev QA	VQ	6	
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
Review dev iteration with client	VQ/LAC	1	
Iteration 4 - Dev QA	VQ	6	
VQ Build Use case	1 -	I	
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
Review integrations and functional requirements		I	
Review dev iteration with client and sign off	VQ/LAC	1	
Iteration 1 - Reports - Dev QA	VQ	4	
Review dev iteration with client	VQ/LAC	1	
Data migration	VQ	8	
Data validation	VQ/LAC	1	
2010 10110011011	VQ/LAC	4	
OA - Complete Plan (HAT and Integration Testing)		4	
QA - Complete Plan (UAT and Integration Testing) Acceptance Review with Client/Training power users	VO/LAC		
Acceptance Review with Client/Training power users	VQ/LAC	2	
Acceptance Review with Client/Training power users Extra dev (critical changes)	VQ	2	
Acceptance Review with Client/Training power users		2 2	LAC to validate

COUNTY OF LOS ANGELES MEDICAL EXAMINER-CORONER Contract Number. ME2021-01-C CASE MANAGEMENT SYSTEM EXHIBIT B - PRICING SCHEDULE

-		
1.0 - Tasks and Deliverab	ples	
The County reserves the right to procu The Proposer shall list all Deliverables	cure software infrastructure and hardware components via direct purchase.	
All Deliverables must be presented as	s fixed price Deliverables.	
Proposer may insert additional rows as	as required. to ensure spreadsheet calculations are correct.	
	rm throughout the term of the agreement without regard to the estimated annual percentages.	
Item	Task 1: Project Management	FIRM FIXED PRICE
1.1	Project Kickoff	\$1,400
1.2	Project Management Planning	\$0
1.3	Project Status Reporting	\$1,400
1.4	Monthly Executive Steering Committee Reports	\$4,200
1.5	Project Close-out	\$0
	Travel Costs for In-Person Kick-off	\$325
	Task 2: Requirements Validation	
2.1	Requirements Management Plan	\$0
2.2	Requirements Analysis Document (DRD Creation)	\$28,000
2.3	Requirements Traceability Matrix	\$28,000
	Travel Costs for In-Person Requirements Gathering - (Per Resource)	\$1,975
	Task 3: System Design, Development, and Configuration	
3.1	System Implementation Plan	\$0
3.2	System Design and Development Plan	\$0
3.3	Application Configuration Report	\$1,400
3.4	Configuration Management Plan	\$0
	Development of Functional Requirements	\$136,938
	Development of Technical Requirements	\$77,438
	Report Development	\$2,450
	Development of Current Paper Forms	\$23,800
	Task 4: Security	
4.1	System Security Plan	\$0
	Task 5: Data Conversion	
5.1	Data Quality Assessment and Strategy Plan	\$0
5.2	Data Conversion Plan	\$5,600
5.3	Data Conversion Report	\$0
	Data Conversion Testing	\$4,725
	Data Conversion Delivery (Based on the mentioned 40 fields)	\$7,000
	Task 6: Systems Integration	
6.1	Systems Integration Plan	\$0
6.2	Interface Design Document	\$0
	Interface Development	\$29,400
	Task 7: Testing	
7.1	Comprehensive Test Plan	\$0
7.2	System Test Scenarios and Test Cases	\$0
7.3	System Testing Results	\$0
7.4	User Acceptance Testing Results	\$0
	Complete QA System Testing	\$34,825
	Move converted data and application into MS Azure for testing, data validation and prep for	
	training	\$1,800
	Travel for In-Person Validation Testing (Per Resource)	\$1,975
	Task 8: Knowledge Transfer and Training	
8.1	Knowledge Transfer and Training Plan	\$56,000
8.2	Training Curriculum	\$0
8.3	User Manual	\$7,000
8.4	Training Execution Results	\$0
	Travel for In-Person Training (Per Resource)	\$15,700
	Task 9: System Deployment and Rollout	
9.1	Production Release Plan	\$0
9.2	Production Release	\$0
9.3	Production Cutover Plan	\$0
9.4	Production Cutover Report Page 1 of 2	\$0
٥.٦	Froudction Cutover Report	Ψ

COUNTY OF LOS ANGELES MEDICAL EXAMINER-CORONER RFP NO. ME2021-01 CASE MANAGEMENT SYSTEM EXHIBIT 6 - PRICING SCHEDULE

Task 10: Production Support and Transition	
Transition Plan	\$0
Disaster Recovery Plan	\$0
System Acceptance Document	\$0
Maintenance and Support (M&S) Plan (Included in the annual hosted fee)	\$0
Maintenance and Support (M&S) Plan (Included in the annual hosted fee)	\$0
On Site Go-Live Support (3 Days)	\$4,200
Go-Live Travel Costs	\$1,265
Grand Total Tasks and Deliverables	\$476,815
e and Support	FIRM FIXED PRICE
Contract Term - Year 1	\$144,000
Testing Environment -Year 1	\$1,800
Contract Term - Year 2	\$144,000
Testing Environment -Year 2	\$1,800
Optional - Year 3	\$144,000
Testing Environment -Year 3	\$1,800
Optional - Year 4	\$144,000
Testing Environment -Year 4	\$1,800
Optional - Year 5	\$144,000
Testing Environment -Year 5	\$1,800
Grand Total Maintenance and Support	\$729,000
GRAND TOTAL COST:	\$1,205,815
	Transition Plan Disaster Recovery Plan System Acceptance Document Maintenance and Support (M&S) Plan (Included in the annual hosted fee) Maintenance and Support (M&S) Plan (Included in the annual hosted fee) On Site Go-Live Support (3 Days) Go-Live Travel Costs Grand Total Tasks and Deliverables Be and Support Contract Term - Year 1 Testing Environment -Year 1 Contract Term - Year 2 Testing Environment -Year 2 Optional - Year 3 Testing Environment -Year 3 Optional - Year 4 Testing Environment -Year 4 Optional - Year 5 Testing Environment -Year 5 Grand Total Maintenance and Support

CONTRACTOR'S EEO CERTIFICATION

Cor	tractor Name		
Add	ress		
Inte	rnal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
sup sub bec	ccordance with Section 4.32.010 of the Code of the County plier, or vendor certifies and agrees that all persons empl sidiaries, or holding companies are and will be treated equall ause of race, religion, ancestry, national origin, or sex a crimination laws of the United States of America and the Stat	oyed by such firm ly by the firm withound in compliance	, its affiliates, ut regard to or
	CONTRACTOR'S SPECIFIC CERTIFIC	ATIONS	
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 □
Autl	norized Official's Printed Name and Title		
Auti	norized Official's Signature	Date	

COUNTY'S ADMINISTRATION

CONTRACT	T NO. ME2021-01-C		
COUNTY P	ROJECT DIRECTOR:		
Name:	Jonathan Lucas		
Title:	CHIEF MEDICAL EXAMINER- CORONER		
Address:	1104 N. Mission Road, Los Angeles, CA. 90033		
Telephone:	323-343-0522 Facsimile:		
E-Mail Addr	ress: jlucas@coroner.lacounty.gov		
COUNTY P	ROJECT MANAGER:		
Name:	Darwin Sypinero		
Title:	Information Technology Manager I		
Address:	1104 N. Mission Road, Los Angeles, CA. 90033		
Telephone:	323-343-0707 Facsimile:		
E-Mail Addr	ress: dsypinero@coroner.lacounty.gov		
COUNTY C Name:	Silvia Gonzalez		
Title:	Administrative Services Manager II		
Address:	1104 N. Mission Road, Los Angeles, CA. 90033		
	(323) 343-0682 Facsimile: ress: sgonzalez@coroner.lacounty.gov		

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:	
CONTRACT NO:	
CONTRACTOR'S PROJECT MANAGER:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
CONTRACTOR'S AUTHORIZED OFFICIAL(S)	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	
Notices to Contractor shall be sent to the following:	
Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-Mail Address:	

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

NON-IT CONTRACTS

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

 OR
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

 AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY

 AGREEMENT

OR

IT CONTRACTS

A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

OR

- G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, "Contractor"), certify that on County C	, on behalf of	, (the
"Contractor"), certify that on County C CONTRACT NUMBER AND NAME]:	ontract	[ENTER
All Contractor Personnel* Ordinance.	on this Contract are fully vacci	nated as required by the
Most Contractor Personner Ordinance. The Contractor or its emplexemption to the below identified Confollowing unvaccinated Contractor Personner work week under the County Contract otherwise. The Contractor Personnel exemption are [LIST ALL CONTRACT	tractor Personnel. Contractor was resonnel have tested negative with unless the contracting County who have been granted a valid	valid medical or religious ill certify weekly that the thin 72 hours of starting their department requires
*Contractor Personnel includes subco	ntractors.	
I have authority to bind the Corfurther certify that I will comply with sa Signature	ntractor, and have reviewed the aid requirements. Date	requirements above and
Title		
Company/Contractor Name		
Released December 14, 2021		Version 2.0
Exhibits for Sample RFP Contract	Re	ev. 12/27/21

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAM	E	Contract No	
GENERAL INFORMA	.TION:		
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 ACK	NOWLEDGEMENT:		
(Contractor's Staff) that understands and agrees	and agrees that the Contractor employees, consultants, Outs will provide services in the above referenced agreement as that Contractor's Staff must rely exclusively upon Contractor of Contractor's Staff's performance of work under the above-	e Contractor's sole responsibility. Contractor or for payment of salary and any and all other	
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 A	AGREEMENT:		
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.			
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.			
Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.			
Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.			
Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.			
SIGNATURE:		DATE:/	
PRINTED NAME:	· · · · · · · · · · · · · · · · · · ·		
POSITION:			

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contract the Contract until County receives this executed document.)	tor's executed Contract. Work cannot begin on
Contractor Name	Contract No
Employee Name	
GENERAL INFORMATION:	
Your employer referenced above has entered into a contract with the County of Loc The County requires your signature on this Contractor Employee Acknowledgement	
EMPLOYEE ACKNOWLEDGEMENT:	
I understand and agree that the Contractor referenced above is my sole employed understand and agree that I must rely exclusively upon my employer for payment me or on my behalf by virtue of my performance of work under the above-reference.	of salary and any and all other benefits payable to
I understand and agree that I am not an employee of the County of Los Angeles and will not acquire any rights or benefits of any kind from the County of Los Angeleove-referenced contract. I understand and agree that I do not have and will not Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeleover.	eles by virtue of my performance of work under the of acquire any rights or benefits from the County of
I understand and agree that I may be required to undergo a background and secur continued performance of work under the above-referenced contract is contingent any and all such investigations. I understand and agree that my failure to pass, to the shall result in my immediate release from performance under this and/or any future.	upon my passing, to the satisfaction of the County, he satisfaction of the County, any such investigation
CONFIDENTIALITY AGREEMENT:	
I may be involved with work pertaining to services provided by the County of Los A data and information pertaining to persons and/or entities receiving services from proprietary information supplied by other vendors doing business with the County to protect all such confidential data and information in its possession, especially data welfare recipient records. I understand that if I am involved in County work, the confidentiality of such data and information. Consequently, I understand that I mube provided by my employer for the County. I have read this agreement and have	the County. In addition, I may also have access to of Los Angeles. The County has a legal obligation at a and information concerning health, criminal, and be County must ensure that I, too, will protect the st sign this agreement as a condition of my work to
I hereby agree that I will not divulge to any unauthorized person any data or information the above-referenced contract between my employer and the County of Los Angelo any data or information received by me to my immediate supervisor.	
I agree to keep confidential all health, criminal, and welfare recipient records and a entities receiving services from the County, design concepts, algorithms, prograr information and all other original materials produced, created, or provided to or by protect these confidential materials against disclosure to other than my employer of information. I agree that if proprietary information supplied by other County vendo keep such information confidential.	ns, formats, documentation, Contractor proprietary me under the above-referenced contract. I agree to or County employees who have a need to know the
I agree to report to my immediate supervisor any and all violations of this agreeme become aware. I agree to return all confidential materials to my immediate supervof my employment with my employer, whichever occurs first.	
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

Rev. 12/27/21

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with County the Contract until County receives this executed document.)	ontractor's executed Contract. Work cannot begin on
Contractor Name	Contract No
Non-Employee Name	
GENERAL INFORMATION:	
The Contractor referenced above has entered into a contract with the County The County requires your signature on this Contractor Non-Employee Acknowledge.	
NON-EMPLOYEE ACKNOWLEDGEMENT:	
I understand and agree that the Contractor referenced above has exclusive understand and agree that I must rely exclusively upon the Contractor reference benefits payable to me or on my behalf by virtue of my performance of work	enced above for payment of salary and any and all other
I understand and agree that I am not an employee of the County of Los And and will not acquire any rights or benefits of any kind from the County of Lo above-referenced contract. I understand and agree that I do not have and Los Angeles pursuant to any agreement between any person or entity and the	s Angeles by virtue of my performance of work under the will not acquire any rights or benefits from the County of
I understand and agree that I may be required to undergo a background and continued performance of work under the above-referenced contract is conti any and all such investigations. I understand and agree that my failure to pas shall result in my immediate release from performance under this and/or any	ingent upon my passing, to the satisfaction of the County, ss, to the satisfaction of the County, any such investigation
CONFIDENTIALITY AGREEMENT:	
I may be involved with work pertaining to services provided by the County of data and information pertaining to persons and/or entities receiving services proprietary information supplied by other vendors doing business with the C to protect all such confidential data and information in its possession, especi welfare recipient records. I understand that if I am involved in County w confidentiality of such data and information. Consequently, I understand that be provided by the above-referenced Contractor for the County. I have reaprior to signing.	s from the County. In addition, I may also have access to county of Los Angeles. The County has a legal obligation ially data and information concerning health, criminal, and rork, the County must ensure that I, too, will protect the at I must sign this agreement as a condition of my work to
I hereby agree that I will not divulge to any unauthorized person any data to the above-referenced contract between the above-referenced Contractor requests for the release of any data or information received by me to the a	or and the County of Los Angeles. I agree to forward all
I agree to keep confidential all health, criminal, and welfare recipient records entities receiving services from the County, design concepts, algorithms, p information, and all other original materials produced, created, or provided to protect these confidential materials against disclosure to other than the about a need to know the information. I agree that if proprietary information supplies such information confidential.	programs, formats, documentation, Contractor proprietary to or by me under the above-referenced contract. I agree bye-referenced Contractor or County employees who have
I agree to report to the above-referenced Contractor any and all violations of whom I become aware. I agree to return all confidential materials to the above or termination of my services hereunder, whichever occurs first.	
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

Rev. 12/27/21

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)			
CONTRACTOR NAME	Contract No		
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, Confidentiality, and Copyright Assignment 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 abovereferenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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:	

Rev. 12/27/21

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

	n is to be executed and returned to Cou ty receives this executed document.)	nty with Contractor's executed Contract.	Work cannot begin on
Contractor Name _		Contract No	
Employee Name _			

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE:	 DATE:	
PRINTED NAME:		
POSITION:		

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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the Contract until County receives this executed document.)	with Contractor's executed Contract.	Work carnot begin on
Contractor Name	Contract No	
Non-Employee Name		

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

COPYRIGHT ASSIGNMENT AGREEMENT

Exhibits for Sample RFP Contract

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

Rev. 12/27/21

SIGNATURE:	DATE:	
PRINTED NAME:		
POSITION:		

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 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

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2.203.070. Exceptions.

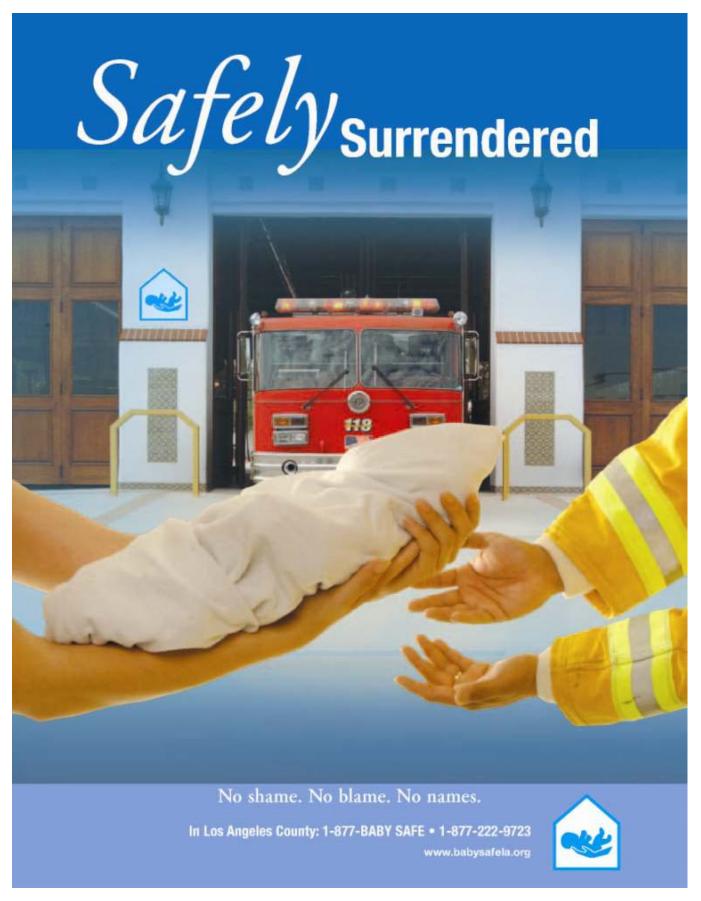
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly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

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

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

2.203.090. Severability.

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



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?

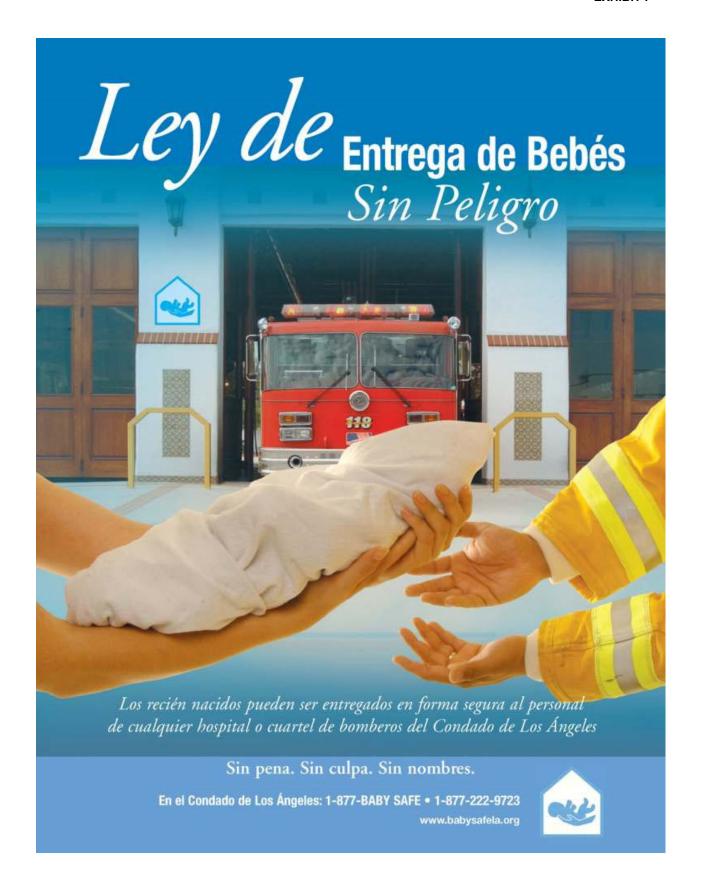
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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

¿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.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT K

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

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; [MC1][JA2] and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. **DEFINITIONS**

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

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

Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

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

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

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

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

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. [RS3]All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsections (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this

Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

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

Chief Information Security Officer:

Jeffrey Aguilar 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:

Name: Darwin Sypinero

Departmental Information Security Officer

Address: 1104 N. Mission Rd. Los Angeles CA. 90033

City, State Zip

Telephone: 323-343-0707

Email address: dsypinero@coroner.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions MC4 JA5].

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information any unauthorized disclosure of the County's Confidential Information would cause substantial and irreparable harm that could not be remedied by the payment of damages alone, and therefore, that in the

instance of any such breach, the County will be entitled to appropriate and equitable relief in addition to any other remedies, including injunctive relief, it might have in law. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.
 - The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.
- b. County Requested Audits. At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

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

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

16. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$_3,000,000\$ per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor 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.

17. PRIVACY AND SECURITY INDEMNIFICATION

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

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities). [MC6][JA7]

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

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

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION [MC8][JA9][CR-V10].

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

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

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Data Center Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 2, Type 2 audit, including follow up documentation providing evidence of such corrections. The

- results of the SOC 2, Type 2 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 2, Type 2 audit certification upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.



LOS ANGELES COUNTY MEDICAL EXAMINER-CORONER

CONTRACT NO. ME2021-01-C

CASE MANAGEMENT SYSTEM

APPENDIX B1 – USE CASES FOR FUTURE STATE CASE MANAGEMENT PROCESSES

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1.0 Background

The Los Angeles County Department of Medical Examiner-Coroner (DMEC) seeks to improve its case management processes. Central to this effort is an update to DMEC's case management system (CMS).

DMEC is a critical, complex department serving Los Angeles County. It processes approximately 19,000 cases per year with a \$38M budget and 248 Full-Time Equivalent (FTE) staff. Recent process improvement projects have resulted in meaningful lessons learned by the department, including the need for cross-unit collaboration, the importance of clear project requirements, and the value of involving subject matter experts (SMEs) through all aspects of case management and CMS improvements.

1.1 Business Process Improvement (BPI) Vision

In 2019, a business process improvement project (BPI) effort aligned with DMEC's Strategic Plan for 2018-2021 aimed to deliver meaningful, positive outcomes across each goal defined therein:

Goal #1: Become a premier resource for Medical Examiner-Coroners nationally.

Goal #2: Develop the workforce of the future.

Goal #3: Reimagine the workplace of the future.

Goal #4: Improve the customer experience.

Within the first goal, DMEC prioritizes the need to expand and maintain accreditation. Specifically, DMEC seeks to achieve full accreditation status with the National Association of Medical Examiners (NAME). Primary objectives and improvement targets include the following:

- 90% of autopsies and external examinations performed within 72 hours from time that medical examiner jurisdiction is accepted.
- 90% of reports of all postmortem examination completed within 90 calendar days from time of autopsy.

Although the scope of DMEC's BPI effort was designed to engage stakeholders on all potential areas for improvement, there was a primary focus on process improvements that will deliver to NAME standards, increase organizational efficiency and throughput, and eliminate waste in the lifecycle of a case.

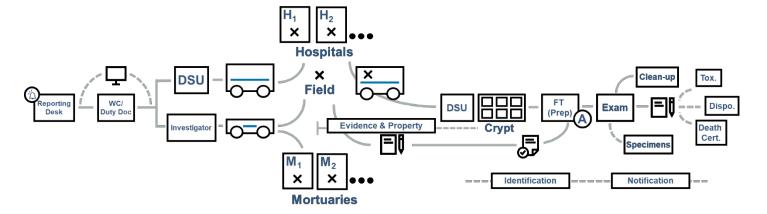
The department's leadership and subject matter experts (SMEs), identified a future state vision comprised of specific, impactful improvement opportunities that is captured in High Level Design for Future State case management processes. This vision for future state case management should significantly inform Contractor responses to DMEC's CMS RFP.

This use case document was updated by the Department after the 2019 BPI effort, subsequent pilots of business process changes and additional identification of future state improvement opportunities.

1.2 DMEC Processes and High-Level Future State Design

The Life-Of-the Case (Figure 1) provides a conceptual view of the entire lifecycle of the case starting from a phone call to the reporting desk and ending with the disposition of the decedent. This conceptual Life-of-the Case view was analyzed for bottlenecks and improvement opportunities.

Figure 1. High-Level Life of the Case View



The following Key Improvement Opportunities were developed in partnership with DMEC stakeholders:

- 1. Improve Reporting Desk processes to capture additional information (i.e. medicolegal) to better position Investigators to further investigate the death, improve dispatch time, and reduce Non-Jurisdiction Cases.
- 2. Improve customer (Next of Kin; hospital staff) satisfaction and NAME compliance by establishing a new process for hospital pick-up ("Bedside Pick-Up"). Dispatch staff to the scene immediately after death for all jurisdiction cases.
- 3. Reduce backlog build-up and improve NAME compliance by increasing weekend staffing levels (Staff to 90th Percentile).
- 4. Reduce time from pickup to start of examination by streamlining the report requirements (preliminary vs. final report).
- 5. Improve time from arrival at DMEC to exam completion by changing the decedent preparation processes and reducing unnecessary movements into and out of the crypt (View Intake/Prep/Exam as Manufacturing).

In addition to specific improvements, the following themes emerged from the BPI effort as central to DMEC's process redesign:

- Introduce a single, electronic system of record for back-end case management.
- Overall, reduce manual and/or paper processes throughout the life of a case.
- Enable field staff by providing mobile capabilities.

2.0 Approach & Methodology

2.1 DMEC Stakeholders

The future state Medical Examiner-Coroner systems are intended to provide an improved process for all departmental functions across the entire lifespan of a decedent case (from call to disposition). As such, all use cases were originally documented with the intent of representing all stakeholders in the Life-of-a-Case including:

- DMEC Executive Steering Committee
 - o Chief Medical Examiner-Coroner
 - LA County CIO Office
 - o Chief Deputy Director
 - Chiefs
 - Administrative
 - Information Technology
 - Forensic Laboratory
 - Forensic Medicine
 - Operations
 - Public Services
- DMEC Subject Matter Experts
 - Administrative
 - Criminalist/Laboratory
 - Death Certificate
 - Decedent Services Unit
 - Disposition
 - o Evidence
 - o Forensic Medicine
 - Identification and Notification
 - Information Technology
 - Investigations
 - Medical Transcribing
 - Personal Property
 - o Records
 - Reporting Desk
- External Departments/Agencies
 - LA County Departments
 - Department of Health Services
 - Department of Public Health
 - District Attorney
 - Information Systems Advisory Board
 - Internal Services Department
 - Public Defender
 - Registrar Recorder/County Clerk
 - Law Enforcement Agencies (LEAs) (e.g. LASD, LAPD)
 - CA Department of Public Health
 - Other ME-Cs across the country

2.2 Use Cases

The goal of these use cases is to capture the detailed design for the future state case management processes including business process changes and system capabilities to support the future process.

Use cases are used to provide staff, executives, and system vendors with a common overview of future processes and required system capabilities. The purpose of the use case view is to illustrate "what" the system is expected to do, not "how" it is expected to do it. The use case documentation does not stipulate a particular system design. Rather, the use case methodology is a structured approach used to capture system requirements and it includes the steps listed below.

- 1. State the purpose and objective of the use case.
- 2. Identify actors, roles, and scope.
 - Determine all potential actors of the new system or individuals who will use the system.
 - Identify the Process Owner or the staff responsible for the business process.
 - Identify a list of use cases.
- 3. Document the use case flow.
 - A use case is described using simple narrative language to capture what the actor/user does and what the system is expected to do.
 - The use case should represent the complete course of events of the business process (e.g. "Process a Decedent Case").
 - The use case must have a well-defined starting point and well-defined endpoint (Pre-Condition and Post-Condition).
 - The endpoint of the use case should be a meaningful service delivered or business outcome.
 - Alternate flows or optional courses of events are documented so they can be well supported.
 - In addition, future process targets and measurements have been captured (Cycle Time & Performance Metrics).

As part of the use case flow, the following is documented:

- Use Case Number and Name
- Purpose & Objectives
- Actor/Role
- Process Owner
- Trigger Events
- Pre-Condition
- Post-Condition
- Use Case Flow
- Alternate Flows
- Cycle Time & Performance Metrics
- Required Capabilities in Future State System

2.3 Actors

The following DMEC roles have been identified as actors in the following use cases:

- Reporting Desk (RD) Clerk
- Watch Commander (WC)
- Investigator
- Forensic Attendant (FA)
- Property Unit Staff
- Evidence Unit Staff
- "Staff" This term is used when any member of the department could be the actor or a specific bureau or unit could not be identified.
- Supervising Deputy Medical Examiner (DME)
- Forensic Technician (FT)
- Deputy Medical Examiner (DME)
- Criminalist (Field and Laboratory Staff)
- Identification Investigator
- Notifications Investigator
- IDNOT Sections Lieutenant
- Disposition Clerk
- Public (any external user; e.g. Next of Kin (NOK), family, Law Enforcement Agency, news media)
- Public Information Officer
- Public Services Staff
- Certifications Staff

2.4 DMEC Use Case Summary Table

Table 1. Complete List of Use Cases

Use Case # - Use Case Name	Description
3.0 Reporting Desk	Use cases related to the 24/7 coverage of incoming calls to DMEC (case and non-case).
3.1 – Take Call, Triage & Initiate Case	RD Clerk answers the phone, records information from the call, and creates a case.
3.2 – Dispatch Investigator and Coordinate with Decedent Services Unit (DSU)	Watch Commander assigns and dispatches an Investigator and DSU staff (FA) to newly created cases, ensuring that investigative staff handles all cases to NAME standards.
3.3 – Update Schedules and Notify Parties (WC)	Watch Commander updates schedules and assignments throughout the day as factors impact individuals' abilities to manage caseload.
3.4 – Manage Counter Signouts	Watch Commander coordinates all upcoming Counter Signout cases with participating mortuaries on a case-by-case basis, as received via reporting desk.
4.0 Investigation & Transportation	Use cases related to the dispatch, assessment, and retrieval of decedent cases.
4.1 – Conduct Investigation	Investigator completes a death investigation.
4.2 – Pick-Up Decedent	Forensic Attendant picks up decedents and returns them to DMEC for intake.
4.3 – Pick-Up Property & Evidence	Investigator (and others) collect and manage property and/or digital/physical evidence.
4.4 – Approve Preliminary Report	Investigation Supervisor reviews and approves Preliminary Report to allow DME to view.
4.5 – Approve Investigation Report	Investigation Supervisor reviews and approves complete Investigative Summary Reports.
5.0 Manage Property & Evidence	Use cases related to collecting, managing, and disbursing decedent property & evidence.
5.1 – Inventory & Manage Property	Inventory decedent property and manage chain of custody while in DMEC possession.
5.2 – Release Property	Release property to eligible successor or otherwise dispose of property.
5.3 – Inventory & Manage Physical Evidence	Inventory physical evidence and manage chain of custody while in DMEC possession.
5.4 – Release Physical Evidence	Release physical evidence to authorized agencies.

Use Case # - Use Case Name	Description
5.5 – Manage Digital Evidence (Photos, X-rays, CTs)	Inventory digital evidence and manage chain of custody while in DMEC possession.
5.6 – Share Digital Evidence	Share digital evidence files to the appropriate parties (e.g. Law Enforcement Agencies).
5.7 – Dispose of Evidence	In accordance with retention policies, dispose of physical and digital evidence.
6.0 Autopsy/Exam & Medical Report	Use cases cover decedent processing at FSC and completing report.
6.1 – Unload and Check-In Decedent ("Receiving")	Forensic Attendant processes decedent through weight, overhead photo, and finger printing.
6.2 – Determine Prep Type & Assign Exam	Ops Doc uses case notes and Preliminary Report to categorize and anticipate case types (both required prep and expected autopsy/exam type).
6.3 – Update Autopsy/Exam Schedules and Notify Parties	Ops Doc monitors case and staffing updates in real-time to manage DME/FT schedule.
6.4 – Prep for Autopsy/Exam (including X-ray, CT & Exam Station)	Forensic Technical (FT) processes decedent through any X-rays or CT scans, and prepares for an autopsy with a DME.
6.5 – Conduct Autopsy/Exam, Draft Report (Ready for Release)	DME and FT conduct autopsy.
6.6 – Write & Complete Autopsy Report	DME creates test orders and writes Medical Report.
7.0 Process Specimens & Test Orders	Use cases related to laboratory processing (internal and external) of decedent specimens.
7.1 – Send and Request Test Orders (Toxicology, Histology, Medical Evidence, Tool Marks, etc.)	DMEs send test orders alongside decedent specimens for laboratory processing.
7.2 – Receive Specimens and Test Orders	Criminalists in the forensic laboratory receive specimens and corresponding test orders from DMEs.
7.3 – Process Specimens, Evidence & Generate Test Results	Criminalists process specimens/evidence, coordinate external processing, and return test results to DMEC staff.
8.0 Disposition, Release Planning & Release	Use cases related to disposition, release, planning and release of decedents, including DOE cases and other unclaimed circumstances.
8.1 – Identification of DOE Cases	Identifications Investigators manage extended identification processes required for several types of DOE cases.
8.2 – Notifications	Notifications Investigators manage processes to identify and notify family/NOK.

Use Case # - Use Case Name	Description
8.3 – Track Decedents' Disposition & Release	Notifications Clerks manage disposition of decedents throughout post-autopsy/exam lifespan and DMEC releases decedent.
9.0 Manage Public Requests	Use cases related to DMEC service of the public and necessary data reporting, separate from the reporting and sequential processing of decedent cases.
9.1 – Perform Self-Service Inquiry	Members of the public contact DMEC with requests for public-facing services and frequently asked questions (beyond decedent report initiation).
9.2 – Manage External Request	DMEC staff manage a variety of incoming requests from the public, media, and various stakeholders (beyond decedent report initiation).
9.3 – Create Death Certificate	Certifications staff create an official copy of the Death Certificate upon request.

3.0 Reporting Desk

This section of use cases covers DMEC's obligation to answer and respond to all reported deaths and calls from the public, as received over a 24-hour day, seven-day per week operation. In addition to answering and triaging calls, the Watch Commander and DSU Supervisor oversee respective "Dashboards" to manage their staff and to ensure that cases under DMEC jurisdiction are being assigned to on-duty staff and dispatched in a timely manner.

This section includes the following use cases:

Table 2. Reporting Desk Use Cases

Use Case # - Use Case Name	Description
3.0 Reporting Desk	
3.1 – Take Call, Triage & Initiate Case	RD Clerk answers the phone, records information from the call, and creates a case.
3.2 – Dispatch Investigator and Coordinate with DSU	Watch Commander assigns and dispatches an investigator and DSU staff (FA) to newly created cases, ensuring that staff handles all cases to NAME standards.
3.3 – Update Schedules and Notify Parties (WC)	Watch Commander updates schedules and assignments throughout the day as factors impact individuals' abilities to manage caseload.
3.4 – Manage Counter Signouts	Watch Commander coordinates all upcoming Counter Signout cases with participating mortuaries on a case-by-case basis, as received via the Reporting Desk.

3.1 Take Call, Triage & Initiate Case

Purpose & Objectives:

Provide 24/7 coverage to answer incoming phone calls (e.g. decedent reports, case updates, and ancillary calls), record call data, determine jurisdiction, and initiate next steps.

Actor/Role:

- Reporting Desk (RD) Clerk
- Supporting Actors: Investigator, Watch Commander (WC), Duty Doctor, Caller

Process Owner:

Chief of Operations

Trigger Events:

Someone places a call to DMEC.

Pre-Condition:

- RD Clerk is logged into the system.
- Next Investigator is available to assist with call.
- Duty Doctor and WC are available to assist with decisions (e.g. jurisdiction).

Post-Condition:

- RD Clerk has collected basic information based on questionnaire template
- Decision around jurisdiction has been made and case is created. See Figure 2.
 Jurisdiction Decision Tree.
- Investigator has spoken with Caller regarding death and entered information into system.
- Caller has been provided a pick-up window and list of required items due to Investigator upon pick-up (hospital/mortuary).
- Investigator who takes the call has confirmed his/her assignment to the case.
- WC has been notified of new death investigation case to assign, confirm, and dispatch.
- NAME exceptions have been recorded and flagged.
- Case number has been created including unique identifies for decedent (e.g. barcoded body tags) are ready to be produced, and any required paper forms (e.g. call sheets) are ready to be produced.
- Data around call arrival, call duration, etc. and call information have been recorded.

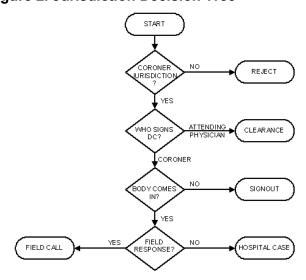


Figure 2. Jurisdiction Decision Tree

RD/Investigator will follow a similar decision tree as shown above. Note: In future state, Hospital cases will be handled as field response.

Use Case Flow:

- 1. Reporting Desk (RD) Clerk answers an incoming phone call.
 - a. It is anticipated that DMEC will have an Interactive Voice Response System to allow for routing of calls to the most appropriate person (e.g. Press 1 for decedent, Press 2 for gift shop, Press 3 for Public Administrator...). Within a "decedent" option, callers shall be further directed to the most appropriate party related to the case (e.g. RD/Investigator for case creation, County Morgue for status inquiry).
 - b. System shall provide modern call center technology (Private Branch Exchange (PBX)/Automatic Call Distribution (ACD)) to record the call and associated data.
- 2. RD Clerk confirms that Caller is reporting a death. RD Clerk collects Caller information (e.g. name, call-back number, agency). In cases of newly reported deaths, RD Clerk opens a "New Case/Record" and initiates transfer of call to Investigator.

a. The system shall generate a new case number and present the case questionnaire screens.

Note: Data collection will closely resemble the current state fields documented in the "Case Initiation Reporting Desk" tab of the CME screenshots spreadsheet.

- i. Materials required upon pick-up will also be established on the call and recorded in the system (e.g. blood specimens).
- b. If call is not related to a death, then the system shall allow the RD Clerk to complete the call or escalate (transfer) the call for follow-up with the appropriate party (e.g. PIO, other inquiries for information). See Alternate Flows.
- c. The system shall maintain a list of Investigators who are available to take calls (See Use Case: Update Schedules and Notify Parties (WC)).
 - i. The system shall support call routing to Investigators' mobile devices.
 - ii. The system shall provide mobile capability for RD/Investigator forms, allowing Investigators to take calls and record Caller info from the field.
 - iii. The system shall allow Investigators and/or Investigation Supervisors to change their availability (subject to permissions/user roles/approval)— that is, if an Investigator is busy, then he/she should not be listed to the RD Clerk as available to take a call (See Use Case: Update Schedules and Notify Parties (WC)).
 - iv. The system shall display the number of cases currently open and assigned to each Investigator ("how many cases down"). If possible, this shall incorporate individual backlogs into case assignment decisions.
- d. The system shall assign "next up" Investigator, transfer the call to him/her via warm hand-off, and provide him/her with the initial call information.
- 3. Investigator collects pertinent info from Caller to complete the Case Questionnaire.
 - a. The system shall provide an intuitive display of required fields.
 - b. The system shall provide search capabilities to identify whether a current call is about an existing case, based on text search and structured data fields (e.g. "missing right arm", date, location). See Alternate Flows.
- 4. Investigator establishes service level agreement (SLA) commitment ("service window" for pick-up). By default, the Investigator and Forensic Attendant will be available, immediately dispatched and arrive at the location within two hours of the call.
 - a. The system shall record that the Investigator provided service window pick-up time information to Caller and that the Caller agrees to the window.
 - The system shall provide access to a driving directions mapping capability (Google Maps or similar) to check traffic conditions and calculate expected travel time.
 - c. The system shall display the number of available Investigators and Forensic Attendants who are ready to dispatch.
 - Note: If no staff is available to fulfill the two-hour window, then the system shall show expected number of available staff in the following two-hour window, etc.
 - d. The system shall incorporate additional factors into the service window determination. These factors include, but are not limited to:
 - i. Investigators/Forensic Attendants' proximity to scene
 - ii. Scene proximity to satellite, field offices
 - iii. Case alignment with specific Investigator's skill level or expertise
 - iv. Case "reservation" or designation for training purposes (Note: In some cases, a service window may need to be broken in order to benefit a trainee/training team)
- 5. Investigator completes call.
 - a. The system shall notify WC of the new case and assignment.

b. The system shall update the case with a timestamp to be used for NAME reporting (Case Accepted).

Alternate Flows:

- Cannot Determine Jurisdiction:
 - Investigator conferences Duty Doctor and completes the call (determines jurisdiction).
 - The system shall provide a similar warm hand off capability for Duty Doctors as is provided to the next Investigator up from the RD Clerk.
 - RD Clerk shall have 24/7 access to a DME to answer questions regarding jurisdiction and additional input for case handling (e.g. Counter Signout designation; decision to bring a body in for DME examination).
 - The system shall support communication between RD Clerks and DMEs (Duty Doctor or "on-call DME", depending on time of day and availability).
- Non-Jurisdictional Call:
 - RD Clerk confirms non-jurisdictional status and closes case (on questionnaire screen). RD Clerk also has the option to transfer the call to an Investigator, who will confirm non-jurisdictional status and close the case.
 - o The system shall generate a case number and record report of death.
 - Current policy to designate a "50000 number" may be replaced by a single, sequential case numbering approach.
 - The system shall have standard description fields to identify jurisdiction vs. non-jurisdiction cases.
 - The system shall flag the case for Duty Doctor review within 24 hrs. Note: The decision by Duty Doctor may result in a jurisdictional change.
 - The system shall store information for tracking purposes including information currently updated on Form 1C.
 - If an Investigator is handling the call when non-jurisdiction is determined, then the system shall automatically reflect he/she is now available when the call ends.
- No pickup required / field signout case:
 - The Investigator taking the call from the Reporting Desk may record information from a hospital about the death such as traffic, overdose with survival > 24 hours at hospital, and availability of hospital blood specimen.
 - The system shall allow the Reporting Desk or Investigator at time of case creation to record information about the death such as such as traffic, overdose with survival > 24 hours at hospital, and availability of hospital blood specimen.
 - The Investigator may indicate that the case likely does not require the DSU to pick up and can be released or signed out in the field. See alternate flow in 3.2 Dispatch Investigator and Coordinate with DSU.
 - The system shall allow the Investigator to indicate at time of case creation that the case likely does not require pick up by DSU and can be released or signed out in the field.
- Ancillary Call (not reporting a death):
 - o RD either answers inquiry or transfers call.
 - General Inquiry: The system shall provide routing and transfer capabilities to public-facing divisions (e.g. educational outreach, gift shop).
 - Law Enforcement Agency (LEA) requesting case/autopsy/exam status:

- The system shall provide very strong search capabilities for an RD to locate an existing case and the status of the case, e.g., scheduled for autopsy at 9 am.
- The system shall provide routing and transfer capabilities to case processing parties (e.g. assigned Deputy Medical Examiner (DME)), who will have visibility into case status.
- Unprepared Hospital/Mortuary or Not Ready Field scene:
 - o If a hospital/mortuary/field Caller cannot commit to releasing the body within the Investigator's pick-up window (up to four hours from time of call), then the Investigator will record the reason, flag the case as a NAME exception, and transfer the call to WC ("warm hand-off" to confirm when the Caller's agency will be ready for DMEC pick-up, or to communicate that he/she will need to call back when ready). Exceptions will be tracked including organ procurement and other external delays.
 - The system shall record exception reasons (e.g. organ procurement, radiation exposure, special operations) from immediate pick-up.

Follow-Up Caller:

- If an associated party is calling with updates to an ongoing case or a previously rejected case, then the RD Clerk will update the record and/or transfer the call to the appropriate party (e.g. assigned Investigator).
 - The system shall check when a user tries to create a new case if the case has already been created an alert the user to the existing case record to update.
 - The system shall identify potential duplicate cases.
 - The system shall allow an authorize user to confirm potential duplicate cases and merge the records into one case file.
- For homicide cases, first and second calls will be recorded and clearly identified on the case record. This includes case appearance on a Case Backlog List.
 - The system shall track updates to previously rejected cases.
 - The system shall track updates to previously reported cases.

Potential Change in Jurisdiction Call:

- The system shall support jurisdictional updates for specific cases.
- For example, a decedent's doctor may call to decide whether or not to sign the Death Certificate. The system shall track transfer of these calls to the appropriate staff and record timestamps of case updates.

Mortuary Caller:

- The RD Clerk will search case records to check whether the decedent's death has been reported and recorded in the system.
- The system shall conduct a real-time search as the RD Clerk enters decedent name, Date of Death, and Date of Birth.
- RD Clerk and/or Investigator will provide necessary information to facilitate Counter Signouts. The system shall provide scheduling capabilities, including for Counter Signouts.
 - If the Mortuary is unable to bring in the body, then the case should be tagged as a NAME exception and assigned to an Investigator (via WC).
 - Note: Mortuary signout cases that require an Investigator to drive to a mortuary and conduct an external examination should be reduced in the

future with treating all Hospital cases as Field calls. All calls will be treated as Field calls in the future including Mortuary Signouts.

Cycle Time & Performance Metrics:

- Number of Calls Per DMEC staff estimates: 100 calls per day (36 cases created in CME per day at 90th percentile); 5-15 minutes per call duration before calls are transferred to WC for triage/assignment/dispatch
- Track hospital compliance with release windows
- Track reasons for decedent unavailability (for NAME reporting purposes)
- Time of call vs. agreed upon pick-up time

Required Capabilities in Future State System:

- As permissions allow, RD Clerks should have visibility to case/autopsy/exam status, along with search capabilities via multiple fields (e.g. decedent name, time of death, location of death).
- All calls will be classified and saved in the system (recorded data includes time of call, duration, and caller info).
- Provide a capability to identify and track organ and tissue procurement cases, as well as cases where DMEC staff is unable to make a pick-up due to external delays.
 Note: Provide this capability to RD Clerks, Investigators, and Forensic Attendants, as delays may be realized at various points between call and pick-up.
- Unique call numbers shall be created sequentially—all calls regardless of type.
- Ability to generate reports on all cases and sort by type.
- Record call information (time of call, length of call, abandoned call, time of duty doctor notification, etc.).
- Capture an audit trail for case updates.
- Change and update jurisdiction on existing case records.
- Conference Investigator/Duty Doctor into initial call.
- Record non-jurisdictional call info and initiate associated workflows.
- Provide strong search capabilities to locate unidentified decedents' case records (by location, date of death, type of death, body characteristics ("missing arm"), etc.).
- Associate follow-up calls with initial call/case record.
- Ability to merge case records in case of multiple reports of the same decedent.
- Track transfer of calls.

3.2 Dispatch Investigator and Coordinate with DSU

Purpose & Objectives:

The Watch Commander (WC) owns the processes for assigning Investigators and DSU staff and dispatching staff from the moment of call to decedent arrival (or Signout completion). Role is analogous to that of an air traffic controller. WC is responsible for case management until decedent arrives at Forensic Science Center (FSC) (on-time, fulfilling SLA), working with autopsy/exam staff to keep them informed and prepared to take over, and monitoring completion of investigative reports.

The WC is responsible for ensuring that cases are assigned to Investigators and DSU staff based on committed pick-up window, staff availability, and daily workload.

The WC monitors the compliance with NAME standards and is responsible for dispatching personnel to meet commitments and satisfy NAME standards.

Actor/Role:

- Watch Commander (WC)
- Supporting Actor: DSU Supervisor

Process Owner:

Chief of Operations

Trigger Events:

- A case is created within DMEC jurisdiction and WC is notified.
- Jurisdiction changes resulting in DMEC jurisdiction.
- Investigator is assigned to a case.
- Case is created but Investigator does not take assignment. See Alternate Flows.
- DSU Supervisor is notified that case has been created and assigned to Investigator.
- Criminalist is requested, if needed.

Pre-Condition:

- WC and Investigators are logged into the system, tracking staff statuses in real-time.
- DSU Supervisor is tracking case statuses and Forensic Attendant (FA)/van locations.
- Case is active and DMEC has accepted jurisdiction.
- Case information from initial call to RD is available for review.
- On-duty Investigators (and vehicles) are known, along with status, availability, location, and skill levels. Investigator statuses may include, but are not limited to the following:
 - Idle; Assigned to Case; En Route to Site; In Field Responding; In Field Clear and En Route to FSC; Communicating Preliminary Report; Finalizing Case Report
- Investigator has system access via mobile equipment (e.g. tablet, laptop).
 Note: CME provides remote access capability today, but DMEC is interested in a tablet-like future solution with touch screens, simplified data entry, and real-time updating capability.
- WC monitors current staff scheduling, upcoming shift schedule, and actual staff availability of Investigators, FAs, and Criminalists (See Use Case: Update Schedules and Notify Parties (WC)). Staff levels will be at a level to meet the 90th percentile of expected caseload to minimize impact of staff absences, sick days, or additional variations in caseload and calls (like police, fire stations, etc.). The system shall track and display the following:

- Daily schedule of staff, along with individuals' status/availability
- Case information, case status, and resource statuses ("Dashboard")
- Case lifespans and automatically generated flags on cases that are nearing NAME targets (or expired)
- o Resources that will become available soon (e.g. +2-hour window)
- The time since report and time left to meet objective (e.g. NAME 48 hr. requirement).

Post-Condition:

- Case has been assigned and staff dispatched/assigned (until case completion; Investigator, FA, Criminalist).
- Case and resource statuses are up-to-date.
- The system has created information in "INVESTIGATOR'S CASE ASSIGNMENT FORM" and "TRANSPORT DRIVER MESSAGE" (DSU form), and Investigator and FA have received or confirmed receipt of information.
 - o System shall allow print-out of these forms.

Use Case Flow:

- 1. WC is notified of a new case that needs assignment and dispatch or sees a backlog list of cases needing assignment and dispatch.
 - a. The system shall display the case on the screen alongside cases that were scheduled for next pick-up window.
- 2. WC reviews the case information and confirms availability of Investigators to meet the promised pick-up window. WC checks the schedule of DSU staff for pickup. WC shall have similar visibility to DSU staff and vans as is available for assigning an Investigator.
 - a. If staff is not available, then WC or investigator will contact the reporting organization (Caller) and plan an alternate pick-up window. See Alternate Flow.
 - b. The system shall maintain a queue/schedule of all yet-to-be assigned cases and agreed pick-up windows.
- 3. For immediate investigation/pickup, WC confirms Investigator is assigned. WC confirms DSU Supervisor has assigned and dispatched FA. WC can also assign and dispatch FA for pick-up.
 - a. The system shall update the case with names, roles, and responsibilities of assigned staff.
 - Note: WC may need to coordinate with DSU Supervisor to assign FAs.
 - b. The system shall initiate a workflow and notify all critical staff. Note: Staff is expected to acknowledge receipt of case assignments within a predefined time. If this has not happened, then the system shall notify WC to take action.
- 4. WC views that Investigator and FA have confirmed assignment to the case and update to their status (in route, etc.) (See Use Cases: Conduct Investigation and Pick-Up Decedent).
 - a. The system shall display status update when Investigator and FA have confirmed assignment to the case and update their statuses accordingly.

Alternate Flows:

- Insufficient Resources for Caseload:
 - If current resource availability cannot accommodate workload to deliver on pickup windows, then WC must escalate to leadership.
- Investigator Absence:

 If an investigator does not show up, or leaves a shift early, then WC updates staff status manually in the system (See Use Case: Update Schedules and Notify Parties (WC)).

Signout Cases:

- The system shall track cases requiring Investigator response without FA response.
- Counter Signouts will be scheduled for decedents currently in mortuary possession that require an external examination (See Use Case: Manage Counter Signouts).
- In addition to identifying and processing Counter Signouts, the RD Clerk and Investigator receiving calls shall be able to screen for hospital cases that do not require examination at DMEC (e.g. traffic, overdose with survival >24 hours at hospital). There will be collection of admission blood if available and a buccal swab for DNA. The body will be released directly to the mortuary from the hospital (See Alternate Flows in Use Case: Conduct Investigation).
- Signout Cases that then require DSU pick up.
 - Investigators may notify the WC /DSU Supervisor that a case previously identified as not needing a DSU pick up, now needs a DSU pick up.
 - The system shall allow an authorized user to change a case from not requiring a DSU pick up to requiring a DSU pick up.
 - The WC/DSU supervisor would then follow the normal flow of assigning a FA for response.

Cycle Time & Performance Metrics:

- Time from case creation to dispatch, time of assignment acknowledgement
- Percent and name of hospitals that are not ready to release body within pick-up window
- Time of dispatch, time of FA arrival, time of Investigator arrival
- Track time in route, time on scene, time to clear
- Address, distance, and time to/from destination to be used in the future to improve scheduling

Required Capabilities in Future State System:

- Track case and resource statuses.
- Provide capability to identify and track organ and tissue procurement cases, as well as cases where DMEC staff is unable to make a pick-up due to external delays.
 - Track One Legacy cases pending organ procurement.
 - Track cases where Law Enforcement gives a first call to DMEC, but scene has issues preventing DMEC pick-up (e.g. radiation).

Note: Provide this capability to RD Clerks, Investigators, and Forensic Attendants, as delays may be realized at various points between call and pick-up.

- Provide capability to report on exceptional case data separately from NAME-qualifying case response performance.
- For mobile work, have an offline capability to record information to device and allow syncing with the case file once internet connection is restored.
- Display associated case lifespans and flag cases that are nearing NAME targets (or expired).
- System shall allow staff to manually record time of arrivals at scene.
- Provide system dashboard(s). Display may include, but is not limited to the following:

- o Names of individuals in the office and individuals who are not yet assigned
- Staff reporting to work during next shift (based on existing shift calendar)
- All investigators in the field and their expected time of return
- Any backlog reported deaths without dispatch
- o Time of reported case and time left to meet NAME 48-hour requirement
- Location of investigators/DSU van (e.g. vehicle locator, GPS)

3.3 Update Schedules and Notify Parties (WC)

Purpose & Objectives:

The purpose of this use case is to allow the WC (or assistant) to update schedules and change assignments throughout the day to ensure that the system accommodates events that may result in schedule/assignment changes (e.g. staff absences, hospital delays).

Actor/Role:

Watch Commander (WC)

Supporting Actor: DSU Supervisor

Process Owner:

Chief of Operations

Trigger Events:

- Scheduled staff member experiences an unexpected delay or absence.
- Any scene is unprepared (field scene/hospital/mortuary) and sends FA/Investigator back to DMEC empty-handed. FA/Investigator becomes available to pick-up a different case.
- Traffic congestion, vehicle breakdowns, and other delays impact case turnaround time to such an extent that pick-up time needs to be rescheduled.
- An FA clears a scene and becomes available to pick-up another decedent.
 Note: The concept of Investigators and FAs taking on additional cases while in the field may reduce driving time and improve response time in the field, but may have negative consequences including:
 - o Interim reports not available when body arrives at DMEC autopsy/exam delay
 - Increased movement of bodies into and out of the crypt
 - Spikes in workload (i.e. multiple bodies arriving at FSC at one time) causing additional backlog for FAs and Forensic Technicians
- Decedent arrives at FSC, FA completes drop off work and is available to for new case.

Pre-Condition:

- WC and Investigators are logged into the system, tracking staff statuses in real-time.
- Weekly and monthly work schedules are defined.
- On-duty Investigators (and vehicles) are known, along with status, availability, and skill levels. See Use Case: Dispatch Investigator and Coordinate with DSU for status list.

Post-Condition:

- Case and resource statuses are up-to-date.
- Service commitments (pick-up windows) have been updated.

Use Case Flow:

- 1. WC identifies the need to make an update based on new information they receive.
 - a. System shall display various options, including, but not limited to the following:
 - i. Update Staff Availability
 - ii. Update Assignments
 - iii. Update Pick-Up Windows
 - iv. Update Case Status (e.g. Hospital cannot release body)
 - v. Other
- 2. **Update Staff Availability**: WC enters staff's name and updates his/her availability. Staff can also update their own availability (e.g. calls in sick, goes home for family emergency;

Note: Staff's updates may be subject to WC/Supervisor approval). Finally, WC/DSU Supervisor can add staff as needed (e.g. overtime scheduling).

- a. The system shall display the current staff schedule.
 - i. The unit supervisor regularly updates the schedule.
- b. The system shall notify the staff and relevant parties of any changes.
- c. The system shall track any additions to typical shift availability.
- d. The system shall support the definition of various levels of user roles, permissions, and approval requirements for staff updates to their own schedules.
- 3. **Update Case Status** (e.g. new pick-up window): WC searches for the case to be updated.
 - a. The system shall support search by case number, decedent name, etc.
 - b. Once the case is identified, the system shall display case information and status.
 - c. The system shall display time of last update. The system shall display an alert when an open case record has not been updated beyond a pre-determined time (i.e. an assigned case has not changed status for an extended period).

WC/DSU Supervisor updates the case information.

 d. The system shall notify staff and relevant parties of any changes (See Use Case: Dispatch Investigator and Coordinate with DSU).
 Note: Impacted staff must confirm receipt of status change notifications.

Alternate Flows:

- Assigning Multiple Individuals to a Single Case:
 - The system shall allow assignment of multiple resources to the same case (e.g. Investigators, FAs, vans).
 - Resource statuses and availability should reflect this type of assignment. The system shall track statuses of resources in addition to staff such as DSU vans, Investigator vehicles, etc.
- Major Incident or Scene:
 - The system shall allow tracking a major incident or scene by linking several cases to one incident.
 - o This designation shall be made via manual entry or system rules.
- Related Cases:
 - The system shall allow linking or connecting multiple cases together as related (e.g. multiple decedent scene, family).
 - The system shall provide visual indication whenever a user accesses a case that has related cases (e.g. automatically open all related case records when one record is accessed).
- Delays at Scene:
 - In cases where an Investigator and/or FA experiences significant delays upon arrival at the scene, WC must be notified and in contact with affected staff.
 - o In some cases, an Investigator will have the option to leave the scene and return later. The system shall track this temporary change in availability.
 - If a Criminalist is required at the scene and an Investigator/FA must wait for his/her arrival, then the system shall facilitate communication between the assigned parties and provide visibility into coordinated arrival time.

Cycle Time & Performance Metrics:

Time at Scene versus Access to Scene (Investigators)

Time at Scene versus Access to Take Custody (FAs)

Required Capabilities in Future State System:

- Maintain and track schedules of all resources and staff.
- Allow Investigators and FAs to update their own availability and reason, as permitted by defined roles/permissions/approvals (e.g. busy finalizing report, court appearance).
- Measure total unavailable time per staff member (performance management).
- Maintain online supervisors' log sheets/dashboard.
- Provide workflow and notification capabilities.
- Provide WC with visibility to upcoming shift schedule and actual resource availability.
- The system shall provide the WC a dashboard with drill-down capabilities:
 - Display all Investigator/DSU staff currently at work
 - Display current status of Investigator/DSU staff
 - o Display number of cases in route, schedules for pickup (future window)
 - Display all open cases and time since first reported
 - Display statuses of preliminary and finalized reports
 - Display daily, weekly, monthly, and annual NAME metrics (also by type of case)
- The system shall provide schedule and assignment visibility/access between WC and DSU Supervisor (or Senior FA, or Supervising FA).

3.4 Manage Counter Signouts

Purpose & Objectives:

Counter Signout cases (external examinations of decedents in mortuary possession on-site at mortuary facilities) will be initiated in advance through the RD and coordinated by the on-duty Investigation Supervisor during the designated days/times of Counter Signouts.

The objective is to support an efficient option for case processing at DMEC, facilitated by participating mortuaries, while recording detailed case data in the system.

Additionally, the process will record exceptions against NAME standards as DMEC cannot control elapsed time between call and exam for Signout cases.

Note: Counter Signouts must be individually reported and agreed upon between the Caller (mortuary staff) and WC. There should be no surprise arrivals on Counter Signout day.

With Counter Signouts schedule, staff need to only be assigned to Counter Signout duty when a case is schedule and can be available for other work for the rest of the day.

Actor/Role:

- Watch Commander (or delegate to Investigation Supervisor)
- Supporting Actors: RD Clerk, Investigator

Process Owner:

Chief of Operations

Trigger Event:

Mortuary reports the case to DMEC RD.

Pre-Condition:

- Participating mortuary is in possession of the decedent.
- Mortuary staff has called RD with a new case to assign as a Counter Signout.
- Counter Signout Inspector has been scheduled (in some case, DME is participating).

Post-Condition:

Decedent has arrived and is available for exam.

Use Case Flow:

- 1. RD Clerk accepts a call from a mortuary staff representative reporting a death and who needs to bring a decedent to DMEC as a Counter Signout. Call shall be transferred to Investigator, who will collect call information and determine jurisdiction.
 - a. See Use Case: Take Call, Triage & Initiate Case. The system shall provide additional functionality for RD Clerk/Investigator, displaying date/time of next Counter Signout window and confirming bandwidth for desired arrival date/time.
- 2. Investigator confirms case to be processed during next Counter Signout window, as well as specific arrival time (if possible).
 - a. The system shall connect case record to Counter Signout schedule view.
 - b. WC and Investigation Supervisor on-duty at time of call and date/time of Counter Signout each receive an alert to expect the decedent (case number and name).
- 3. WC and/or Investigation Supervisor on-duty during day of Counter Signout oversee staff and resource availability and cross-reference with the list of expected decedents.
 - a. The system shall display staff availability and a list of incoming decedents with mortuary contact information. Note: If case volume exceeds capacity for the

dedicated Counter Signout team, then the system shall generate an alert. This alert is triggered as soon as the conflict is anticipated—even if that happens prior to date of Counter Signout.

- 4. Doctor determines the cause and manner of death based on available history.
 - a. The system shall provide associated case history and support DME entry of cause and manner of death information.
- 5. Investigators complete Counter Signouts (external examinations) at DMEC as bodies arrive (See Use Case: Conduct Autopsy/Exam & Make Ready for Release).
 - a. The system shall record external exam information and update case status.
 - b. External exam info automatically populates into Investigative Summary Report document, to be approved by Investigation Supervisor.

Alternate Flows:

- Mortuary Caller Cannot Accommodate Next Counter Signout Date:
 - o If the participating mortuary staff representative cannot agree to DMEC's next available Counter Signout date, then the call is escalated to WC. At this point, WC can determine whether to schedule for the following day or to request that caller calls back later when they are able to commit to a specific (near-term) date/time for external exam processing at DMEC.

Cycle Time & Performance Metrics:

- Exception to NAME Standards track call time from initial reporting to actual examination
- Report on individual mortuary performance, volume

Required Capabilities in Future State System:

- Clearly distinguish Counter Signout cases (as opposed to general "Signout" distinction).
- Display Counter Signout schedule and anticipated case arrivals.
- Capture additional timestamps throughout life of Counter Signout cases.

4.0 Investigation & Transportation

This section provides a set of use cases describing DMEC's future state processes and system requirements in support of investigative and DSU transportation staff. The scope includes pickup, arrival (including all steps prior to hand-off to Forensic Attendants (FAs)), preliminary report development and presentation to DMEs, and final report completion. The actors and system will work together to provide efficient, robust response efforts to deliver decedent cases to the forensic medical team.

Alongside Investigator dispatch, DSU dispatches FAs to pick-up decedents and transport them back to the Forensic Science Center (FSC). See Use Case: Dispatch Investigator and Coordinate with DSU. Investigators are responsible for collecting property and/or physical evidence from the scene and transporting these items back to FSC as well as maintaining chain of custody. Note: FAs may also collect digital evidence from the scene (e.g. scene photos) via mobile-enabled equipment.

In some cases, a Criminalist is called to the scene to collect physical evidence. This evidence is also collected and transported back to FSC.

This section includes the following use cases:

Table 3. Investigation & Transportation Use Cases

Use Case # - Use Case Name	Description
4.0 Investigation & Transportation	
4.1 – Conduct Investigation	Investigator completes a death investigation.
4.2 – Pick-Up Decedent	Forensic Attendant picks up decedents and returns them to DMEC for intake.
4.3 – Pick-Up Property & Evidence	Investigator (and others) collect and manage property and/or digital/physical evidence.
4.4 – Approve Preliminary Report	Investigation Supervisor reviews and approves Preliminary Report.
4.5 – Approve Investigation Report	Investigation Supervisor reviews and approves complete Investigative Summary Reports.

4.1 Conduct Investigation

Purpose & Objectives:

Depending on the nature of the case, an assigned Investigator is responsible for dispatching to the scene of the decedent, collecting necessary case information and evidence, compiling case notes, generating a Preliminary Report (to enable autopsy/exam to start), and producing a final Investigative Summary Report.

Actor/Role:

- Investigator
- Supporting Actors: DSU Supervisor, Forensic Attendant (FA), Watch Commander (WC)

Process Owner:

Chief of Operations

Trigger Events:

 Case is assigned to an Investigator. See Use Case: Dispatch Investigator and Coordinate with DSU.

Pre-Condition:

- RD staff/Investigator has confirmed DMEC jurisdiction of a new case. Case is ready for FA/Investigator response.
- Investigator and reporting organization have agreed on a pick-up window within the next 4 hours.
- Investigator has enough time left on his/her shift to respond to case and complete a Preliminary Report. Note: This will support an effort to reduce instances of case assignments carrying over from shift-to-shift.
- Investigator carries a mobile field technology device (e.g. tablet) with barcode scanner.

Post-Condition:

- Investigator has completed his/her investigation.
- Preliminary report has been documented.
- Final report has been documented and approved by Investigation Supervisor (WC).

Use Case Flow:

- 1. Investigator is assigned to a case.
 - a. The system shall alert the Investigator.
- 2. Investigator confirms assignment by selecting the digital case record from the queue.
 - a. The system shall update case and investigator status to "Active".
 - b. The system shall prompt Investigator to print (upload) necessary case files and forms (e.g. "call sheet" call summary, property receipt, evidence log).
 Note: These documents and/or associated information may be electronicallyenabled on mobile technology.
- 3. Investigator prepares evidence collection envelopes and labels (currently packaged at the scene, labeled afterwards), property bags (currently packaged at the scene, labeled afterwards), and additional materials needed for case response.
 - a. The system shall automatically associate the case (and decedent) with the barcode and case numbers on physical materials.
- 4. Investigator coordinates directly with FA. Investigator departs to scene of decedent.
 - a. The system shall update Investigator's status as responding to the scene.

- b. The system shall track his/her geolocation (e.g. vehicle GPS, mobile field technology GPS, manual updates from field location).
- 5. Investigator arrives at the location of the decedent and opens the case on the tablet to record information. Note: Some Investigators may prefer to record information on paper and entering it into the system later.
- 6. Investigator records arrival time and begin data collection.
 - a. The system shall update Investigator and case status and record a timestamp.
 - b. On mobile device, the system shall display current case info and action menu.
 - i. Collect Physical Evidence. See Use Case: Inventory & Manage Physical Evidence for Investigator/system sequences related to collection of physical evidence from the scene. This includes the collection of admit blood from hospitals, medical records, and personal property.
 - ii. Take Pictures. See Use Case: Manage Digital Evidence (Photos, X-rays, CTs) for Investigator/system sequences related to photography at the scene.
 - iii. Collect Personal Property. See Use Case: Inventory & Manage Property for Investigator/system sequences related to collection of decedent property from the scene.
- 7. Investigator conducts interviews.
 - a. The system shall prompt Investigator to record interviewee role (e.g. Next of Kin (NOK), Law Enforcement Agent (LEA), mortician, physician, nurse), name, and contact information.
 - b. The system shall prompt Investigator with typical questions, providing mobile capability to enter text and/or audio files and to update the case file remotely. Note: A standardized list of questions might become more cumbersome than open text entry, depending on case type and Investigator's level of experience.
 - c. The system shall pull relevant content into the "Narrative" portion of the preliminary and final report.
- 8. Investigator conducts body examination.
 - a. Mobile field technology shall support electronic forms and template drawings.
- 9. Investigator concludes on-site responsibilities and marks his/her status as "Clear". If applicable, the Investigator picks up medical charts (See Use Case: Pick-Up Property & Evidence; Note: Technically, medical chart is neither property nor evidence).
 - a. The system shall provide a checklist for step-by-step case completion. Note: The risk of over-standardization may apply.
 - b. The system shall auto-populate already collected case information recorded at the scene into a Preliminary Report and a final Investigative Summary Report.
 - c. The system shall update Investigator's status.
- 10. Investigator confirms identification of decedent and Next of Kin (NOK). Investigator successfully notifies NOK of death.
 - a. System shall record and confirm identity of decedent, record identity and contact information of NOK, and track NOK notification of death. If Victim cannot be immediate identified, see Use Case Section: Disposition, Release Planning & Release.
 - b. The Investigator may determine NOK for the decedent will be different than NOK for the property and identify NOK for the property.
 - i. The system shall track Next of Kin (NOK) for property separately from NOK for the decedent.
- 11. Investigator returns to DMEC and provides Preliminary Report to DME. The contents of a Preliminary Report may include, but are not limited to the following (Investigators' perspective):

- Case Number, Name, Age, Date of Death, Injury
- Synopsis (written summary is preferable to raw notes text)
- Medical history, Drug history, Diagnoses, Surgeries
- EHR reference ID (if applicable and available)
- Disclaimer (standard)
- Forensic matters and content specific mean for the DME to make decisions about the exam type or areas to focus in the exam
- a. The system shall allow the DME to view a section of the Investigator's Preliminary Report or generate a specific report view of the Investigator's Preliminary Report that is tailored to informing the DME on matters necessary for making decisions about the type of exam or areas to focus on the exam which may not include other types of information necessary for the case.
- b. The system shall alert the forensic medical staff (Forensic Technician and/or Deputy Medical Examiner (DME)) of Investigator's arrival and completion/status of preliminary report.
- c. The system shall facilitate communication between Investigator and acting DME to share Preliminary Report file.
- d. The system shall record case information at time of Preliminary Report (i.e. create a "snapshot" to preserve the up-to-date report info that was used to initiate autopsy/exam).
- 12. Investigator completes his/her written report (final Investigative Summary Report).
 - a. The system shall provide an easy-to-use interface and simplified view of required fields.
 - b. When the report is submitted, the system shall alert the Investigation Supervisor, Laboratory staff, and DME.

Alternate Flows:

- Investigator Is Unable to Meet the Predetermined Pick-Up Window:
 - Investigator notifies WC.
 - WC flags case and updates system record.
 - The system shall have the capability to record reasons for unsuccessful pickup as well as hospital or LEA preventing the pickup for future reporting and process improvement reasons.
 - RD Clerk calls the reporting organization to reschedule the pick-up window.
 - The system shall record follow-up call data and associate it with the case.
 - The system shall alert WC and Investigation Supervisor until case is assigned to and confirmed by a replacement Investigator.
- Investigator Is Interrupted Mid-Transit to or from Scene of Decedent:
 - The system shall enable his/her access to view multiple active cases at a time.
 - o The system shall allow Investigator to accept "other case" in qualifying scenarios.
- Mortuary Signout Cases:
 - If non-Counter Mortuary Signout cases take place in the future state (Investigator drives to mortuary to conduct external examination), then the system shall facilitate and record communications between Investigator and DME in charge of external examinations. Information from external examinations shall be supported remotely by the system.
 - If transport is required (i.e. a case changes type from Mortuary Signout to FSC case), then an Investigator may escalate the Signout case to WC for DSU coordination and FA dispatch.

- The system shall allow changing a case from not requiring a pick up by DSU to requiring a pick up by DSU. See alternate flow in Use Case: 3.2 Dispatch Investigator and Coordinate with DSU.
- Field/Hospital Signout Cases:
 - o If RD Clerk/Investigator receive a call from a hospital reporting a new decedent and they determine that the case does not require examination at DMEC, then the investigation shall consist of an Investigator dispatching to the hospital to collect admission blood (if available) and a buccal swab for DNA.
 - o The body shall be released directly from the hospital to a mortuary.
 - This applies for specific categories of decedent (e.g. traffic, overdose with survival >24 hours at hospital).
 - The system shall allow release of a decedent and signout of a case in the field
- Property Is Released by Investigator in the Field:
 - See Use Case: Release Property.
- Physical Evidence Is Released in the Field:
 - In some cases, a piece of physical evidence may be released to a Law Enforcement Agency representative in the field. In such cases, the system shall record a description of the item, as well as transactional details documenting the transfer of custody.
- Investigator Is Unable to Process Case Upon Arrival:
 - The system shall record reasons for on-site field delays and flag affected cases for NAME exception (e.g. LEAs block access).
 - The system shall facilitate communication between Investigator and Investigation Supervisor in case the delay triggers a reassignment (See Use Case: Update Schedules and Notify Parties (WC)).
- Investigator is Unable to Secure Immediate Identification and/or Notification of NOK:
 - See Use Case: Identification and Notification of DOE Cases.
- Suspected Homicide:
 - If case is a suspected homicide, then Investigator notifies appropriate Law Enforcement Agency (LEA).
 - The system shall track LEA notification and subsequent interactions with DMEC.
 - The system shall allow tracking of the LEA's case number.
- Decedent is not a Regular Body:
 - o In certain cases where Investigator/FA determine decedent is not a regular body and cannot be identified with a regular toe tag, the Investigator may be responsible for retrieving the decedent (e.g. bone). The system shall support the ability to assign an Investigator as transport in the same way it may assign an FA.
 - Ankle band may be stapled to specimen bag and scanned/linked.
 - The system shall record all information entered by Investigator onto SPECIMEN CONTROL CARD in the field.
- Suicide Cases and Suicide Notes:

 If a suicide note is recovered from the scene, then the Investigator shall photograph/scan/upload an electronic version into the screen. Any physical form retrieved from the scene shall be packaged and specifically identified before drop-off to Property unit.

Cycle Time & Performance Metrics:

- Current (RptdBy, Arrive, InvRptSupv) and additional investigation timestamps including, but not limited to:
 - Drive time
 - Scene processing time
 - Report writing time
- System should keep track of case items collected by Investigators. These items include, but are not limited to the following:
 - Decedent identification (Y/N, date)
 - o NOK notification (Y/N, date) including if there is separate NOK for property
 - Body intake (Y/N, date)
 - Intake items
 - X-ray complete (image file)
 - Weight recorded
 - Height recorded
 - Fingerprints (image files)
 - Body location (field/DMEC + autopsy/exam station/crypt location)
 - Preliminary Report complete (Y/N, date)
 - Toxicology Report complete (Y/N, date)
 - Investigative Summary Report complete (Y/N, date)

Required Capabilities in Future State System:

- Record and track Investigator's location, status and updates.
- "Availability" views (Dashboard) account for time until end-of-shift.
- Auto-populate reports via checklist and allow for subsequent editing by Investigator.
- Provide mobile functionality
 - Note: CME provides remote access capability today, but DMEC is interested in a tablet-like future solution with touch screens, simplified data entry, and real-time updating capability. For example, if WC updates NOK info from the FSC, then the Investigator should see this new info on his/her mobile field equipment.
 - In areas with no cell/data reception, any updates made by DMEC staff in the field shall be retained and updated into the system upon re-establishment of a network connection.
- Support barcode scanning in the field and at major hand-off locations.
- Mobile functionality enables case record updates and case status monitoring.
- Text and audio file entry are supported (i.e. voice recording of interviews, transcribing).
- Consider ability to upload digital images in field directly to system either directly from camera, PDA, or combination.
- Support mobile communication between assigned Investigator and FA.
- Preliminary Report features supported (e.g. Ops Doc has access to in-progress write-up by Investigator, system saves snapshot of case write-up at time of Preliminary Report).
 - Any Preliminary Report that is used by a DME to begin an autopsy/exam must be preserved for later reference in case details change after exam occurred.
- Supports electronic signature for chain of command.
- Integrates with evidence and property logs.

- Provides visibility to downstream case processors (e.g. Forensic Technician, DME).
- Supports remote external examinations.
- On-site interview forms/questionnaires are customizable by investigator/case type. Form also supports open text entry ("Notes").
- Investigator-facing forms are configurable (e.g. required items, radio buttons, order of fields, case type templates, user templates).

Note: CME screens are collecting the right information, at an appropriate level of detail. However, the layout could be improved.

- From Investigator's Narrative Form 3 (input can be standardized vs. open text required):
 - Information Sources Open text
 - Investigation Case Number
 - Location Geo
 - Informant/Witness Statements Open text
 - Scene Description Open text
 - Evidence Open text
 - Body Examination Open text
 - Identification Name, Date/Time Identified
 - Next of Kin Notification Name, Relation, Date/Time Notified
 - Tissue Donation Type
 - Autopsy Notification Date/time
- The system shall provide Investigators and DME/FT team with access to X-ray files and studio photos (which are uploaded in real-time).
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

4.2 Pick-Up Decedent

Purpose & Objectives:

Most reported deaths under DMEC jurisdiction require the decedent to be picked up and brought in to the Forensic Science Center (FSC) for post-mortem examination and/or autopsy. The objective of this use case is to describe process and system capabilities in support of retrieving a decedent.

Actor/Role:

Forensic Attendant (FA)
Note: See Use Cases: Pick-Up Property & Evidence and Inventory & Manage Property for additional "pick-up" events.

Process Owner:

Chief of Operations

Trigger Events:

- FA is assigned to a case with a known location and established service window ("pick-up window"). See "TRANSPORT DRIVER MESSAGE" form for detailed information that is required.
- FA acknowledges receipt of case assignment.

Pre-Condition:

- FA and van are available.
- Body is available for pick-up (confirmed).
- Van is properly stocked with necessary equipment and forms, including, but not limited to the following:
 - o Equipment:
 - Cameras
 - Various kits
 - "Sked"
 - Ropes
 - Consumables:
 - Containers
 - Body bags
 - Toe tags and ankle bands
 - Sheets
 - Personal Protective Equipment (PPE) (e.g. gloves)
 - Body control card(s) (Note: Electronic in future state)
 - Barcode labels for different purposes
 - o Forms:
 - Hospital Report Form (Form 18) to be filled out by hospital
 - Specimen card for bone and tissue collection
 - Property receipts
 - Mobile Field Technology:
 - Tablet/Computer In the long term, it can be assumed that the FA will have a tablet or computer and application to record all activities at the scene related to pick-up. It is also assumed that the mobile Application/System will be part of the new systems.

 The system shall support both online and offline recording with synchronization back to the main case management system(s).

Post-Condition:

- FA has recorded custody of decedent.
- FA has arrived back at FSC with the body. FA and case statuses have updated.
- If applicable, admission blood has been collected and barcoded (See Use Case: Pick-Up Property & Evidence).

Note: The actual check-in process (weigh-in, overhead photo, fingerprinting) upon arrival to FSC is documented in Use Case: Unload and Check-In Decedent ("Receiving").

Use Case Flow:

- 1. FA acknowledges receipt of case assignment.
 - a. The system shall record FA's acknowledgement (date/time) and notify WC and DSU Supervisor.
 - b. The system shall support assignment sheet print-outs (optional for FA). See "TRANSPORT DRIVER MESSAGE" for required information.
- 2. FA prints out and prepares barcoded labels and toe tags.
 - a. The system shall automatically associate the case (and decedent) with the barcode and case numbers on physical materials.
- 3. FA leaves FSC for scene and records the time of departure in the system.
 - a. The system shall have the capability to record departure time and updated status. Some location-based status updates may require manual input by the FA.
- 4. FA arrives at the scene.
 - a. The system shall record his/her arrival time and updated status.
- 5. FA gains access to the decedent and begins processing the case.

 Note: FA may not have access to decedent upon arrival to scene. See Alternate Flows.
- 6. FA records decedent information as found at scene, places a unique identifier on decedent (barcoded toe tag or RFID chip), scans the barcode, and links it to the decedent case.
 - a. The system shall have the capability to record all information entered by FA at the scene regarding the decedent. See Form BODY CONTROL CARD.
 - b. The system shall have the capability to record FA and DMEC custody of decedent in the field.
 - Note: For current state hospital pickups, FA must receive a completed and signed Form 18. However, when Investigators respond to hospital cases in the future state the form/info collection capability of the systems together with eSignatures may eliminate the need for Form 18.
- 7. FA loads decedent into van.
- 8. FA returns to FSC with decedent.
 - Note: It is assumed that FA picks up one body per dispatch. See Alternate Flows for multiple pickups.
 - a. The system shall record decedent's arrival at FSC. See Use Case: Unload and Check-In Decedent ("Receiving") for details.

Alternate Flows:

- FA Is Unable to Process Case Upon Arrival:
 - o FA records his/her inability to access the decedent.
 - The system shall have the capability to record reasons for on-site field delays and flag affected cases for NAME exception (e.g. LEAs block access).

- The system shall have the capability to record date/time of delay.
- The system shall facilitate communication between FA and DSU Supervisor in case the delay triggers a reassignment (See Use Case: Update Schedules and Notify Parties (WC)).
- In some cases, a difficult decedent recovery is known at time of the call. RD and WC will flag cases for Special Operations Response Team (SORT) as needed.
 FA may request SORT assistance from field, as well.
 - The system shall record cases that require SORT.
- Decedent is not a Regular Body:
 - In certain cases where FA determines decedent is not a regular body and cannot be identified with a regular toe tag (e.g. bone), he/she must coordinate with Investigator assigned to the case.
 - Note: There are instances where an Investigator completes transport (e.g. bones and/or babies). The system shall support the ability to assign an Investigator as transport in the same way it may assign an FA.
 - See Use Case: Conduct Investigation.
- Multiple Pickups:
 - As mentioned, future state dispatch of FAs will focus on single decedent pick-up and retrieval. However, if the DSU Supervisor determines that a multiple decedent trip is required (e.g. multiple dead at scene), then the system shall support case management and generate alerts for receiving staff.

Cycle Time & Performance Metrics:

- FA Acknowledgement of Case Assignment
- FA has Left FSC for Pick-Up
- FA Arrival at Scene
- FA Access to Decedent (may default to same time as arrival at scene unless exception is recorded)
- FA arrival should be recorded in the system for internal purposes.
- FA has Left Scene with or without Decedent
- FA has Arrived at FSC
- Additional Evidence and/or Property Collected at FSC
- Hospital performance records per arrival vs. access to decedent timestamp data
- Delays due to organ or tissue procurement (number of cases, percentage of cases; delays by hospital)

Required Capabilities in Future State System:

- Mobile access
- Offline capture of data with later synchronizations
- FA statuses include, but are not limited to the following:
 - Assigned for Pick-Up; FA En Route; Processing Scene; Picked Up; En Route to FSC: Available: En Route to Additional Scene
- Decedent Status:
 - Available for Pick-Up; In Custody of DMEC Not Ready for Release; In Custody of DMEC – Ready for Release
 - Barcode tracking of decedent at each pick-up and hand-off location

4.3 Pick-Up Property & Evidence

Purpose & Objectives:

Most cases require the decedent to be picked up and delivered to the Forensic Science Center (FSC) for post-mortem examination and/or autopsy. Decedent's personal property must be collected and managed appropriately. In some cases, evidence is collected and managed by DMEC. During decedent processing at FSC, additional property and/or evidence may be collected and managed separately from the decedent.

The goal of this use case is to support the retrieval and collection of property and evidence for processing and to maintain chain of custody.

Note: The collection, handling, and inventory processes vary significantly between property and evidence. It should not be implied that both categories of items addressed in this use case are interchangeable. See Use Case Section: Manage Property & Evidence for more information.

Actor/Role:

- Investigator
- Supporting Actors: Forensic Attendant (FA; may collect items from scene), Criminalist (may be called to scene to collect evidence), Forensic Technician, Deputy Medical Examiner (DME)

Process Owner:

Chief of Public Services (Property) and Chief of Forensic Laboratory (Evidence)

Trigger Events:

- Investigator is dispatched to the scene.
- Evidence/property is found during investigation, body processing, and/or autopsy/exam.

Pre-Condition:

- Case exists within DME jurisdiction.
- Investigator is assigned to a case with a known location and established service window.
- Investigator has acknowledged receipt of case and has arrived at the scene.
- DMEC vehicle ("car") is available and assigned to Investigator. Assignment and resource status is maintained in the system.
- Investigator's car is properly stocked with necessary equipment and forms. Investigators maintain stock within their own "gear bags" which include, but are not limited to the following items:
 - Containers
 - Cameras (point-and-shoot, tablet, large phone, or phablet)
 - Barcode labels for different purposes
 - Various kits
 - Specimen card for bone and tissue collection
- In the long term, it is assumed that investigators will have tablets or computers and an application to record all activities at the scene related to evidence and property collection.

Post-Condition:

- Investigator/FA has recorded custody and inventory of decedent, property and/or evidence
- Investigator/FA has uniquely identified and labeled property (e.g. barcode labeled).
- Chain of custody can be confirmed.

Use Case Flow:

- 1. Investigator identifies property or evidence that needs to be collected and selects the option to record the information in the system.
 - a. The system shall allow staff to record property and evidence (separately) for each case.
 - b. The system shall prompt Investigator with a checklist of evidence and property to collect, based on case information collected during the initial call.
- 2. Investigator photographs the scene and enters relevant information into the system.
 - a. The system shall allow staff to upload photos and associate them with the case.
 - b. The system shall allow staff to record information associated with photos, such as the type of photo (e.g. scene photo, decedent at scene, or photo of evidence at scene).
 - c. The system shall capture metadata associated with photos (e.g. title, device ID, date/time).
 - d. The system shall allow staff to record a brief description of each photo or set of photos that are uploaded.
- 3. Investigator may identify physical evidence to be collected at the scene. If so, then he/she will record and inventory that evidence. In some cases, a Criminalist may be called to the scene to collect evidence. See Alternate Flows.
 - a. The system shall have the capability to record all information entered by Investigator at the scene regarding physical evidence that is physically separate from the decedent. See EVIDENCE LOG (pages 1-2) for information that is recorded at the scene.
 - b. If evidence is collected, then the Investigator records an LEA tracking number (police report number, if available; name of agency and point of contact).
 - i. The system shall allow staff to record an LEA tracing number to associate with the DMEC case.
- 4. Investigator may identify property to be collected at the scene. If so, then he/she will record and inventory the property. If applicable, a witness signs off. See Form 2 PERSONAL EFFECTS INVENTORY. Note: The form is filled out via Witness Declaration in the field.
 - a. The system shall allow staff to record information associated with property at the time of collection. See Form 2- PERSONAL EFFECTS INVENTORY for information recorded at time of collection.
 - b. The system shall allow staff to capture the signature of a witness to the property collection and record dual custody.
- 5. Investigator returns to FSC with property and/or evidence. Investigator creates labels for the property and/or evidence and attaches them to the packages.
 - a. The system shall have the capability to create unique identification numbers and labels for each package of property and evidence.
 - b. The system shall allow staff to create unique identifiers for property and evidence (e.g. barcode labels or RFID tags).
 - c. The system shall provide reports or other means to print a barcode label with the barcode to scan and corresponding human readable text.
- 6. Investigator drops property and evidence at temporary storage locations at FSC, record their drop-off and release (hand-off) of custody.
 - a. The system shall allow staff to record that they've dropped off property and evidence at a temporary storage location (e.g. property drop, evidence drop box).
 - i. The system shall allow capture of signature of the receiving party.

b. The system shall track unique storage locations of the property and associate them to the case.

Alternate Flows:

- Regional Investigator Hands Evidence to FA, Who Drives Evidence to FSC:
 - The system shall record evidence handoffs between staff, such as from a regional Investigator to an FA for transport back to FSC, and update location and status of evidence.
- Forensic Attendant May Collect Admission Blood at Hospital:

Note: FA must validate that they are receiving the right blood before leaving hospital.

- The system shall record Admission Blood collected by FA in the same way it records property collected by Investigator.
- o The system shall record who collected the Admission Blood on behalf of DMEC.
- Investigator May Collect Medical Chart:
 - The medical chart—neither property nor evidence—is a form of external documentation that may be collected by an Investigator.
 - When required as part of investigation/pick-up, the item shall be reflected on the system's list of necessary materials/files from the scene.
- Criminalists May Collect Evidence at Scene:
 - o The system shall record evidence collected by Criminalists.
 - The system shall record who collected the evidence on behalf of DMEC.
- Suspected Homicides or Other Special Cases (See Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station)):
 - o Forensic Technician (FT) may remove clothing from decedent at FSC.
 - The system shall record whether clothing is collected from decedent at FSC and update case evidence inventory.
 - FT processes clothing to drying rack. Once clothing is dry, FT packages clothing as evidence.
 - The system shall record when clothing has been placed in drying rack.
 - The system shall record when clothing is removed from drying rack and packaged.
- Property and Evidence Is Discovered on (or in) the Decedent While Body Is at FSC (See Use Cases: Unload and Check-In Decedent ("Receiving") and Prep for Autopsy/Exam (including X-ray, CT & Exam Station)):
 - The system shall record property collected at FSC from decedent and update case file inventory.
 - The system shall record staff who collect property (e.g. investigator, FT, DME).
 - The system shall record temporary storage location on service floor of property/evidence.
 - The system shall alert Investigator to notify family of property to pick-up if no property was previously collected for the decedent and Investigator had not previously notified family.
- Suicide Notes Collected:

- Investigator will collect papers and record them as property. Investigator will also take a photo of the suicide note and upload the photo to the case as digital evidence.
 - The system shall identify whether a photo is a suicide note.
- Wills/Durable Power of Attorney (DPOAs)/Advanced Healthcare Directives Collected:
 - Investigator will collect papers and record them as property. Investigator may identify the papers as a Will, DPOA, or advanced healthcare directive. Investigator may scan or take a picture of the documents.
 - The system shall allow staff to identify whether documents collected are a Will, DPOA, or advanced healthcare directive.
 - The system shall display whether a case has a Will, DPOA, or advanced healthcare directive for staff to review during the investigation and disposition of property and decedent.
 - The system shall allow staff to identify whether a photo is of decedent papers.
 - The system shall allow staff to scan documents associated with the decedent and upload them to the case file.

Cycle Time & Performance Metrics:

- Elapsed lifespan of evidence and property
- Time until item reaches age of disposal
- Time from notification of property NOK to release
- Reports available that list items currently available for disposal

Required Capabilities in Future State System:

- Identify NOK for property separately from NOK for decedent
- Property Statuses may include, but are not limited to the following:
 - Available for Pick-Up; In Custody of DMEC Not Ready for Release; In Custody of DMEC – Ready for Release
- Physical Evidence Statuses may include, but are not limited to the following:
 - Available for Pick-Up; In Custody of DMEC Not Ready for Release; In Custody of DMEC – Ready for Release; Released to LEA
- Mobile field equipment (e.g. tablets) support both online and offline recording with synchronization back to the main case management systems upon network availability (e.g. upload photos from the field).
- Investigators have a barcode scanner or RFID reader linked to the mobile field equipment.
- Mobile field equipment system supports electronic signatures and each form requiring a signature is integrated (e.g. witness signatures).
- System records location of property and evidence collection (e.g. field, exam table).
- Ability to record dual custody
- Records and supports LEA tracking numbers.
- System shall have the ability to take pictures, scan documents, and upload and link to case.

4.4 Approve Preliminary Report

Purpose & Objectives:

With the introduction of a Preliminary Report—generated from Investigators' initial case findings and shared with medical staff to expedite decedent's autopsy/exam start time—the department may decide to insert an approval step in the process. The purpose of this use case is to describe how an Investigation Supervisor may consistently review and approve Preliminary Reports as they are created while minimizing unnecessary delays to autopsy/exam start time.

Actor/Role:

Investigation Supervisor
 Supporting Actors: Investigator, Deputy Medical Examiner (DME)

Process Owner:

Chief of Operations

Trigger Events:

Investigator submits Preliminary Report.

Pre-Condition:

- Investigator has collected sufficient information from his/her case investigation to populate all required fields of the Preliminary Report, including information the DME needs to make decisions about the type of exam.
- Investigation Supervisor is logged into the system and available for real-time Preliminary Report review/approval.
- Decedent is in-transit to DMEC FSC or will be soon.
- Investigation Supervisor has received message (inbox, queue) indicating that a new preliminary report is available for review.
- The time of when report is available for review is recorded by the system.

Post-Condition:

- Preliminary Report is reviewed and approved by Investigation Supervisor.
- Time when report has been reviewed/approved has been recorded in the system.
- Preliminary Report is captured as a "snapshot" and shared with DME assigned to decedent's autopsy/exam.

Use Case Flow:

- 1. Investigation Supervisor reviews Dashboard of on-duty Investigator staff and status of ongoing investigations.
 - a. The system shall generate an alert for the Investigation Supervisor whenever an Investigator submits a Preliminary Report.
 - b. System will record the time of Preliminary Report submission.
- 2. Investigation Supervisor responds to alert by opening the decedent case file and the Preliminary Report.
 - a. The system shall provide a user-friendly view of basic case information and an intuitive path to view Preliminary Report.
 - b. The system shall indicate whether contents of the Preliminary Report have been edited by the Investigator. Ideally, the contents of this report will populate automatically from the information collected as part of the Investigator's routine investigation (See Use Case: Conduct Investigation). However, the system shall also provide the ability for an Investigator to edit, clean-up, or augment these pre-

- populated notes and data fields. Note: Any Preliminary Report updates should also update the forms from which the data is pulled to avoid discrepancies.
- c. Supervisor may decide to reject the Preliminary Report. See Alternate Flows.
 - i. The system shall have the capability to notify the Investigator responsible for the report if the initial report draft is rejected.
 - ii. The system shall have the capability to escalate this notification when applicable.
 - iii. The system shall have the capability to allow the exam /autopsy to be scheduled without an approved Preliminary Report.
 - iv. The system shall take a "snapshot" version of the report to be saved of the version that is used to make the exam /autopsy decision.
 - v. The system shall have the capability to allow edits to the Preliminary Report and track any changes that are made, after the exam decision is made and before the Preliminary Report is approved.
- 3. Investigation Supervisor reviews the contents of the Preliminary Report, confirms that all required fields are completed, and determines that it is ready to share with DME.
 - a. The system shall clearly display required data fields.
 - b. The system shall support comments by the reviewing party.
- 4. Investigation Supervisor approves the Preliminary Report.
 - a. The system shall capture timestamp and any comments, incorporating them into the "snapshot" version of the document that will be visible to the DME.
 - b. The system shall generate notifications for the assigned DME—ideally prior to decedent's arrival in the autopsy/exam room.
 - c. The system shall trigger status updates and alert the Supervising DME of the status change to ensure optimal scheduling.

Alternate Flows:

- Preliminary Report Is Incomplete or Requires Updates:
 - In cases where the Investigation Supervisor does not approve the Preliminary Report, the system shall support comments on the document itself, so when it is returned to the Investigator, he/she can quickly see the reasoning behind the rejection and respond accordingly.
 - The system shall facilitate communication between Investigation Supervisor and Investigator to expedite the process of addressing necessary improvements.
 - The system shall alert WC and Supervising DME to ensure that resource status is updated and projected for expected re-work.
 - The system shall escalate Preliminary Report rejections to WC when an Investigator is off-duty at the time that his/her report is rejected. The ability for Investigative staff to update/edit reports that they did not create is a subject for policy discussion.

Cycle Time & Performance Metrics:

- Time from Preliminary Report submitted to Preliminary Report reviewed and approved
- Duration of review
- Approval rate (overall, by Investigator)
- Category of reasons for non-approval

Required Capabilities in Future State System:

 Version control and secure access prevents multiple parties from viewing and updating the Preliminary Report at once.

- Comment functionality allows Investigation Supervisor to annotate approved and nonapproved reports.
- Snapshot version capture at time of review and approval—maintain a record of the document that DME will use to begin his/her autopsy/exam

4.5 Approve Investigation Report

Purpose & Objectives:

A case cannot be officially "Closed" until the Investigation Supervisor has reviewed and approved the complete Investigative Summary Report. This use case documents the approval process.

Actor/Role:

Investigation Supervisor (aka Watch Commander)

Process Owner:

Chief of Operations

Trigger Events:

Investigator submits his/her complete Investigative Summary Report.

Pre-Condition:

- Investigative Summary Report has been completed to the best of Investigator's ability.
- Investigation Supervisor is logged into the system, tracking case statuses, and available to review reports.

Post-Condition:

 Investigative Summary Report is approved and forensic medical staff is notified (likely post-autopsy/exam).

Use Case Flow:

- 1. Investigation Supervisor is logged into the system.
 - a. The system shall alert him/her to all Investigative Summary Reports that have been submitted as "Complete" by the Investigator.
- 2. Investigation Supervisor opens a case report for review.
 - The system shall log the action and update case report status to "Under Review".
 - b. The system shall display a user-friendly view of the report, support comments, and highlight any missing data or unusual information.
- 3. Investigation Supervisor approves the report and verifies its completion ("signs off on it").
 - a. The system shall mark case "Complete", record supervisor approval, and alert Investigator and DME/FT to the final version of the report.

Alternate Flows:

- Investigation Supervisor Finds an Issue/Omission/Error in the Review and Does Not Wish to Approve It:
 - The system shall alert the Investigator to the rejection and reasoning behind it.
 - The system shall facilitate communication between Investigation Supervisor and Investigator to speed up addressing necessary improvements.

Cycle Time & Performance Metrics:

- Currently no metric to capture report submission by Investigator, but "InvRptSupv" is recorded at time of supervisor approval.
- Approval rate
- Similarity to Preliminary Report (quantify material changes that may have impacted autopsy/exam)

 Backlog of incomplete Investigative Reports per Investigator (anticipate tendency of Investigators to complete Preliminary Reports without completing Final Reports)

- Notification of LEA if Death becomes a Homicide
- Electronic report interfaces with report statuses and automates alerts between Investigator(s) and Investigation Supervisor.
- Supports comments and annotation capabilities.
- Supports Investigation Supervisor's capability to make corrections independent of Investigator who created the report. For example, if an Investigator leaves on their weekend, but made significant errors in the report (e.g. name, DOD), then the Supervisor shall be able to fix the errors to prevent additional errors down the line.
- Final version of approved report should be "locked," that is it cannot be changed (e.g. auto-generate a PDF final version for electronic storage upon approval).
 - The system shall have the capability to automatically generate reports or generate reports based on a periodic schedule. (e.g. create a PDF of all Investigative Reports approved each day)

5.0 Manage Property & Evidence

This section addresses use cases and requirements around managing property and evidence and establishing the corresponding chain of custody. These use cases cover the time after initial pickup and investigations.

This section covers the following use cases:

Table 4. Manage Property & Evidence Use Cases

Use Case # - Use Case Name	Description
5.0 Manage Property & Evidence	
5.1 – Inventory & Manage Property	Inventory decedent property and manage chain of custody while in DMEC possession.
5.2 – Release Property	Release property to eligible successor or otherwise dispose of property.
5.3 – Inventory & Manage Physical Evidence	Inventory physical evidence and manage chain of custody while in DMEC possession.
5.4 – Release Physical Evidence	Release physical evidence when Final Mode of Death is determined or evidence is requested by Law Enforcement Agency (LEA).
5.5 – Manage Digital Evidence (Photos, X-rays, CTs)	Inventory digital evidence and manage chain of custody while in DMEC possession.
5.6 – Share Digital Evidence	Digital evidence is shared with LEA or external party, subject to status of case and evidence in question.
5.7 – Dispose of Evidence	In accordance with retention policies, dispose of physical and digital evidence.

5.1 Inventory & Manage Property

Purpose & Objectives:

The goal of this use case is to inventory decedents' property and manage the chain of custody while in DMEC possession (until release or destruction).

Actor/Role:

Property Unit Staff

Process Owner:

Chief of Public Services

Trigger Events:

 Property becomes available at FSC drop points on service floor and investigator area for processing.

Pre-Condition:

- FA and/or Investigator has picked up property, recorded it and packaged it for further processing. Information in Form 2 – PERSONAL EFFECTS INVENTORY has been completed.
- FA and/or Investigator has dropped off property at temporary storage locations at FSC on the loading dock and investigator area.
- Property has been labeled with a barcode by Investigator or FA.
- Any property released in the field to law enforcement has been recorded. See Use Case: Release Property.

Post-Condition:

- All property has been collected and inventoried at FSC.
- Property has been uniquely and electronically identified and linked to the DMEC case and case file has been updated.
- Property staff has identified family member(s) eligible to receive property ("Property Next of Kin (NOK)).
 - Note: While decedent is released to NOK per Health and Safety Code, property is released to family per Probate code. These individuals may be different people.
- Property staff have notified family or authorized person that decedent's property is available for pick-up.

- 1. Property Staff reviews the contents of the loading dock property drop box, records the unique identifier for each piece of property, and signs for the receipt of the property to take custody. A second Property Staff also signs as a witness.
 - a. The system shall support barcoding capabilities for unique identification and recording of property items.
- 2. Property Staff confirm the number of envelopes and packages compared to the information recorded by parties who dropped off the property (see log at Service Floor and Investigations drop box for information included).
 - a. The system shall display a log of property contained in the drop box per case as documented by DSU and Investigations staff.
 Note: The property should already be associated with case files.
 - b. The system shall have the capability to display screens to enter received property.
 - c. The system shall require and support witness signatures as defined by property staff protocol.
 - d. The system shall update that property is no longer at temporary storage locations in service floor drop box or Investigator's cage and has been picked up by property staff.
 - e. The system shall allow multiple people to electronically sign for possession of property.
- 3. Property Staff transports the property to the processing location, opens each envelope, and accounts for individual items.
 - a. The system shall have the capability to record envelope inventories and to confirm contents.
 - b. The system shall require a second staff member to verify contents of envelope.
 - c. The system shall allow multiple people to electronically sign for possession of property.

- 4. Property Staff collects the property and moves it to the property vault or downstairs location.
 - a. The system shall record receipt of property at long-term inventory location.
 - b. The system shall track inventory locations of different sizes within inventory location (e.g. shelf, bin).
 - c. The system shall have the capability to track multiple inventory locations (e.g. property vault versus downstairs area for larger items).
 - d. The system shall support bar code readers (and/or RFID scanners) at each storage location.
- 5. Property Staff consolidates any property from service floor and investigator's cage into one container of property per case, or multiple packages.
 - a. The system shall have the capability to record such consolidation of different pieces of property for a case into one location or envelope.
- 6. Property Staff updates location of property on the grounds of DMEC (for any change of location/storage).
 - a. The system shall track the location of property at different storage locations within DMEC. For example, bin number within property inventory area.
- 7. Property Staff researches case file to identify family eligible to receive property.
 - a. The system shall provide Property Staff with up-to-date visibility into case details and status (e.g. Property NOK identified and notified; checkbox for Parent of Minor Child; if a Will exists; if a spouse exists). See ECFS field for separate data field.
- 8. Property Staff coordinates with appropriate family member(s) to prepare for proper pick-up/release.
 - a. The system shall have the capability to record and support family phone calls to the unit.
 - b. The system shall provide a Property Staff questionnaire to identify and confirm to whom the property is released (e.g. if had wife but also had Will).
 - c. The system shall support recording of receipt of family's copy of Will and/or Trust (fax or email) and ability to link information to the case record.
- 9. Property Staff enters case notes at time of any document upload and in anticipation of a scheduled release.
 - a. The system shall have the capability to record case note entries at time of document upload.

- Property Staff Discovers Discrepancy Upon Property Pick-Up:
 - If Property Staff encounters a discrepancy between information recorded about property and actual envelopes/packages/contents left at drop-off, then he/she will notify the Investigator.
 - For major discrepancies, an Investigator's update to the property record may not be sufficient. In any case, the system shall facilitate tracking of communication between Property and Investigation Staff.
- Property Is Requested by an External Agency or Investigator:
 - The Property Staff and system shall follow necessary steps to record any transfer of custody, change in location, and verification of receiving party.
 - The system shall support location tracking beyond DMEC-specific locations.
 - See Use Case: Release Property.

- Property Is Separated from Original Envelope:
 - In some cases, a piece of property will need to be released separately from other decedent property. For example, an Investigator may need a decedent's key to access his/her residence if the decedent left a pet at home.
 - The system shall have the capability to record property locations when property is divided. Additional barcode/labeling may be used to support splits in property while maintaining system tracking.
- Suicide Notes as Property:
 - Property Staff will separate suicide notes upon receipt.
 - o The system shall track these notes separately from other property.
 - The system shall have the capability to link scanned images and photos of documents and attach to the case.
- Property Contains Will or Durable Power of Attorney (DPOA):
 - Property Staff will confirm Will or DPOA identified on the case file, scan the items, and upload them to the case file (if not previously scanned and uploaded by Investigator).
 - If these items are discovered by Property Staff, then the system shall notify relevant parties when sensitive documents are uploaded and added to the case file (i.e. documents may impact ongoing investigation).
 - Note: Wills are filed in Superior Court.
- Property Is Collected by FTs or DMEs:
 - In some cases, property may be collected from the decedent during preparation and autopsy/exam processes (e.g. tongue ring). FTs shall package property in a new property envelope, label/barcode the envelope, and deliver the envelope to Property Staff using the same channels as FAs/Investigators.
 - Prior to recovery, the FT shall check with Investigator and case file to review any relevant notes about removing property (e.g. wedding ring). The system shall display and highlight property notes on DME/FT case view.
 - The system shall support the capability to record any instances of leaving property on the decedent.
- Property Nears Age of Final Disposition:
 - From time to time, Property Staff should monitor age of property.
 - If property is XX days old and has not been released, then the system shall notify Property Staff to process property for final disposition.
 - The system shall record how long property has been in custody of DMEC and provide reports identifying and prompting follow-up and/or scheduling disposal.
 - If family does not pick up property 30 days after death, then Property Staff sends
 90-day notice so the family gets another month to pick up property.
 - The system shall provide standard forms and have the capability to send notices to families to pick-up property. These notices may be sent via email or USPS mail
 - The system shall have the capability to record disposal of property in dual custody.

Security Hold Cases:

Investigator flags case as a Security Hold case.

- The System shall have the capability to mark property as a Security Hold.
- Property Staff connects LEA to determine if property can be released

Cycle Time & Performance Metrics:

- Property volume (overall, per location, by type)
- Property transfer times (highlight and count any violations of chain of custody)

- The future state Case Management System shall have the capability to track property inventory by case and location and link inventory to case/decedent.
- The system shall support multiple property statuses, as determined by location, custody, and decedent case status. The list of statuses may include, but not be limited to the following:
 - DMEC Has Custody of Property for a Case
 - Property Has Been Collected Property at FSC In Inventory
 - Property Has Been Dispositioned Property Has Been Destroyed By DMEC
 - Property Has Been Dispositioned Property Has Been Released to another County agency
- The system shall have the capability to record how many pieces of property are associated with each case.
- The system shall have the capability to record and track any instances of "envelopes inside of envelopes" in cases where additional property is collected and added to a single case.
- Property shall be uniquely identifiable with electronic barcode readers, RFID chips, or similar technology. Each location where property is picked up or delivered will also have a unique identifier to allow for check-in and check-out of items.
- The system shall display and document dual custody of property collected, inventoried and disposed.
- Electronic signatures shall be authorized for documents related to property—including multiple signatures where needed.
- Identification of family eligible to receive property shall be maintained and independently defined from NOK.
- The system shall display if a Will exists.
- The system shall have the capability to record a request for Will /Trust.
- Task List (send letter, dispose property, etc.)
- Reporting on Property (e.g. inventory figures, amount released/disposed per month, cash deposits to Finance /Accounting)
- The system shall record and track the date and time of document upload.
- The system shall track document types uploaded to case file (e.g. wills, suicide notes, DPOAs, misc. papers collected at scene, scans of IDs).
- The system shall alert users to the existence of documents uploaded and attached to case (e.g. Suicide Note, Will, etc.).
- The system shall organize all scene photos in a single location. If ID photo is identified then it will be tagged as Property. If suicide note is not a piece a paper, then it will be photographed (e.g. writing on wall, screen shot of text on phone).
- If identification occurs on DOE case, then Property Staff is alerted to start the Property Notification process.
- The system shall track the age of property and notify staff when key actions need to be taken.

5.2 Release Property

Purpose & Objectives:

Next of Kin (NOK), family or other members of the public may request property of a decedent from DMEC (See Use Case: Manage External Request). DMEC will process the public request.

If DMEC has the decedent's property and determines the member of the public is eligible to receive the property, then Property Staff will process the request, find all property, and release property to requestor.

Actor/Role:

Property Unit Staff

Process Owner:

Chief of Public Services

Trigger Events:

DMEC has received a request to release property.

Pre-Condition:

- NOK for Property has been notified of property for pick-up.
- DMEC has already identified who is authorized to pick-up the property.

Post-Condition

 Property has been released to the requestor (See Alternate Flows for other disposition methods when property is not released to public).

- 1. Property Staff receive the request and review the case file to identify and locate property associated with the decedent.
 - a. The system shall display the status of all associated property, the location of property, and a list of all individuals eligible to receive property.
- 2. Property staff notifies family of decedent that property is ready for pick-up ("First Notice" prior to requestor contacting DMEC). As part of Notification of Death, Investigator shall also notify Property Staff.
 - a. Any notification of NOK should identify if NOK is eligible to pick-up Property. If not, then the system shall track a separate timer for Notification to NOK for Property.
- 3. Property Staff confirms that public requestor is a previously identified eligible family member to receive property (NOK for Property, or Successor's Agent) and decides that the requestor is eligible to receive the property.
 - a. The system shall allow updates to case files' records of persons eligible to receive property separately from Next of Kin.
- 4. Property Staff meets with member of the public eligible to receive decedent's property, records Declaration of Release of Property and Successor Declaration from family member or agent. Staff also scans successor's ID, makes a copy, and attaches to Form 7 Successor Declaration.
 - a. The system shall record the DMEC staff member who is releasing property to family per Declaration for Release section of Form 2 – Personal Effects Inventory, including copy of government ID.

- b. The system shall update and record family member receiving property per Form 2 Personal Effects Inventory and Form 7 (Successor Declaration) "Declaration Pursuant to Section 27491.3 Government Code".
- c. The system shall update the record of property custody as having been released to family.
- 5. Prior to release, Property Staff opens envelope and accounts for contents of envelope (with witness), and verifies against property record.
 - a. The system shall display a clear list of property items associated to decedent.
 - b. The system shall support an eSignature from the successor, who signs for property.

- Family/Successor Designates another Party to Receive Decedent's Property:
 - The system shall support updates to "Property NOK" listed and associated to the decedent case (See the second page of Form 7 – (Successor Declaration) "Declaration Pursuant to Section 27491.3 Government Code" for current equivalent).
- Requestor Identifies a Discrepancy:
 - Property Staff has ability to record a case note in circumstance of any perceived discrepancy. The staff is also able to escalate the issue to the appropriate parties associated with the case (e.g. WC).
- Property is Cash:
 - o Property Staff can write checks for amounts of cash less than \$500.
 - The system shall capture pertinent details from these transactions.
 - For cash totals greater than \$500, the Property Staff must send a notice to DMEC Accounting.
 - A check writing and mailing process will be initiated based on requestors' preferred address.

Note: If a large amount of case is recovered as property, then the Investigator should have identified the dollar value and initiated a second witness (third person) to accept custody of cash/property.

The system shall identify a new custody requirement of a second witness when the identified dollar amount of decedent cash is greater than \$500.

- Property Staff conducts daily cash handling process, reconciling all cash collected, making separate envelopes for cash, making receipts for each case of cash collected, and sending envelopes to Accounting.
- If retrieval is to occur on the same day as cash was received, then cash will be released directly to the family (for amounts less than \$500).
 - The system shall track the release of decedent cash by the County.
- Family does not Pick-Up Property:
 - If family does not take property, then Property Staff will identify property for disposal.
 - The system shall allow an authorized user to identify decedent property for disposal.

- Ineligible Individual Attempts to Pick-Up Property:
 - If a request comes in or a family member comes in, but the person is not eligible to receive property, then Property Staff will record the interaction and instruct the individual on the issue.
 - The system shall record each interaction with the public and potential decedent NOK (successful and unsuccessful attempts to release property).
- Request Received before Property Is Received:
 - If a request for property comes in and property has not been received by Property Unit, then the system shall facilitate communication and scheduling for estimated time of eligible pick-up.
 - The system shall allow searching for property collected by Property Staff (e.g. property reported, but in-field).
- Investigator Releases Property in the Field:
 - In cases where an Investigator recovers property from a scene and is required to release the property while at the scene, he/she must record each step of the process in accordance with chain of custody requirements.
 - The system shall support the input of property information, possession, property NOK identification, and release.
 - Where applicable, the system shall capture eSignatures for each change in custody.
- Alternate Agents for Property Release:
 - The system shall identify alternate agents for property release (e.g. NOK is not available to take property). See alternate DPOA for Release of Remains and/or Property—which also contains release for remains/decedent.
- Property is Associated with an Identified Decedent without Property NOK:
 - In cases where the decedent is identified, but he/she does not have any Next of Kin or family members eligible to receive property, the Property Staff shall dispose of property.
 - Note: Property that is not claimed is disposed and sent for auction.
 - The system shall have the capability to record release of valuable property to other County agencies.
 - o Property staff will destroy property that is of no value such as credit cards.
 - System shall record destruction of non- valuable property by DMEC.
- At the time of inventory Property Staff will return government identification cards to issuing agencies. The system shall record return of identification card property to issuing agencies.
- If property is associated with a DOE, and DOE is dispositioned (body released) prior to Doe being identified, then the property is provided to Public Administrator for auction.
 - The system shall allow staff to indicate property associated with a DOE has been released.

Cycle Time & Performance Metrics:

N/A

- Capability to maintain warehouse inventory and location of property within storage
- Support multiple storage locations
- Link property to decedent case
- Allow staff to locate property by decedent case number
- Support "condition" field for property items. For example, cash may be designated as
 "dirty/decomposed". Additionally, if contaminated, then property may be identified as a
 biohazard. Such designations may be made by Investigator prior to drop-off or Property
 Staff upon receipt.
- The system shall generate alerts and flag Property Staff displays if the requestor if different from previously identified eligible persons for Property release.
- The system shall record all scans of requestors' IDs.
- The system shall display whether any property has been collected that is contaminated and/or not available for release.
- The system shall establish a 30-day trigger for follow-up after time of Notification to NOK for Property.

5.3 Inventory & Manage Physical Evidence

Purpose & Objectives:

There are several potential situations depending on where evidence is discovered and collected:

- Forensic Attendant (FA), Investigator, or Criminalist may have collected physical evidence at the scene.
- FA has collected physical evidence during intake of decedent at FSC.
- Criminalist may have collected evidence at FSC
- Investigator may have collected evidence at FSC
- Forensic Technician (FT) will collect clothing evidence and may have discovered physical evidence during preparation of decedent for autopsy/exam and collects all this evidence.
- DME collects evidence at autopsy.

This use case addresses how DMEC envisions the management of inventory of physical evidence to ensure proper security, confidentiality, and chain of custody.

Actor/Role:

Evidence Unit Staff

Process Owner:

Chief of Forensic Laboratory

Trigger Events:

- User logs into the system through a barcode or RFID scan of their ID badger or other means to identify the personnel to the system
- Each item of Evidence is scanned to show submission of evidence via "the chute".
- Each item of Evidence is scanned to show submission of evidence via the chute.
 - When evidence staff reviews the evidence submitted via the chute, it is accepted as received or rejected for corrections.

Each item of evidence is submitted directly to evidence unit and scanned at that time.

Pre-Condition:

- Evidence has been collected and barcoded. Note: The system shall provide a unique barcode for all pieces of evidence that when scanned provides identifying information including type of evidence, the collector's name and the date and time of collection.
- Any evidence released in field has been electronically signed for by the person receiving the evidence with a date and a data/time and who released /name of person releasing it.
- System has recorded location of evidence (chute, brought to Evidence Unit, or in crypt evidence cage).

Post-Condition:

- All evidence has been collected and assigned security permissions and retention policy.
- All evidence records have an associated LEA tracking number for the case.
 System has updated location of evidence and type of evidence (e.g. LEA shelf, retention shelf, Medical Evidence, GSR kit, Silicone Impression, Shaved Hair, Pacemaker, Freezers, and Evidence Hold

Use Case Flow:

- 1. Evidence Staff receives the evidence, verifies the description against chute submission, links the evidence (e.g. envelope or package) to a unique identifier (barcode), and logs in to system to take custody (i.e. receive the items).
 - a. The system shall provide a simple interface to cross-check evidence received with evidence previously logged and associated to the case.
 - b. The system shall provide the capability to record receipt of evidence and update the chain of custody.
 - c. The system shall provide the capability to record when Evidence Staff has confirmed their receipt of evidence packages that Investigators other personnel have recorded as having dropped off.
 - d. Note: GSR kits are held per retention schedule.
 - e. Medical evidence is held.
 - f. Silicone Impressions are held.
 - g. Shaved Hair (PE) is held.
 - h. other personnel, Silicone Impressions are held
 - i. Shaved Hair (PE) is held
- 2. Evidence Staff consolidates evidence into one container.
- 3. Evidence Staff puts evidence in temporary storage until all evidence is received for a case.
 - a. The system shall record evidence's location in storage (Retention only)
- 4. (LEA or Retention only) Once Final Mode is identified, Evidence Staff marks evidence as available for release.
 - a. A report of this evidence available for release can be generated to send to LEA to let them know case evidence is ready for pick-up or they may authorize via signature to dispose of the evidence.
 - A report of this evidence available for release can be generated to send to LEA to let them know case evidence is ready for pick-up or they may authorize via signature to dispose of the evidence.

Alternate Flows:

- Discrepancies at Time of Inventory:
 - The system shall facilitate communication between Evidence Staff and any party who delivered evidence to the unit.
 - If evidence is rejected the system should notify the collector that evidence has been rejected and to retrieve it from their evidence locker (note: each division has its own evidence locker (e.g. Medical, Autopsy, DSU, Investigations).
 - The system shall generate an alert to ongoing investigations to update the system with vital information such as LEA and case number.
 - If evidence is rejected the system should notify the collector that evidence has been rejected and to retrieve it from their evidence locker (each division has their own evidence locker (Medical, Autopsy, DSU, Investigations).
- If a request comes in for evidence to be analyzed by Forensic Labs, then the system shall record each check-out evidence and check-in evidence (e.g. GSRs, Medical, to be analyzed by Forensic Labs-out evidence-in evidence).
- Final Mode, but No Identified LEA:
 - o If a final mode is reached that determines that the evidence belongs to a LEA, however a but the LEA has not been able to be identified for the case. Then the

Evidence Control Officer will make the final decision about the evidence's disposition.

Deferred Case:

 Evidence associated with deferred cases will be placed in the Deferred Status location and the system will periodically ping medical division to update this status. Once Deferred status has changed to a final mode the Evidence Unit will be notified by the system to update location of evidence.

Evidence is Put on Hold:

- o If evidence is put on hold, then the location will be updated accordingly and the system shall track the hold duration (e.g. Court Hold).
 - Note: Evidence is held for up to 5 years.
- Evidence Staff Retrieves Evidence from Inventory:
 - o The system shall track location of evidence if in inventory or not.
 - The system shall track if inventory location contains evidence or not.
- Specimens as Evidence:
 - By some definitions, specimens are considered evidence. When specimens are received, they must be barcoded, labeled, and logged into the system accordingly.

Cycle Time & Performance Metrics:

- Number of days in storage
- Number of days until associated release date or hold period

- Track physical location of evidence, person who picked up and moved evidence.
- The system shall trigger a report indication when an action needs to be taken regarding the evidence (e.g. due for disposal).
- The system shall trigger rejection and notify collector.
- The system shall trigger final mode update.
- The system shall record a start time to calculate evidence lifespan.
- The system shall track all evidence in inventory per case, final mode and LEA.
- The system shall have the capability to record a unique identifier associated with evidence and who the collector was and when evidence was collected.
- The system shall provide the capability to produce case reports detailing the complete chain of custody.
- The system shall trigger rejection and notify collector.
 The system shall trigger final mode update, final mode and who the collector was and when evidence was collected.

5.4 Release Physical Evidence

Purpose & Objectives:

Evidence is not released until a Final Mode of Death is determined, unless requested by LEA. Case evidence will be collected based on the incoming Mode of Death. Cases will be in "Deferred" status and held for varying amounts of time until the Final Mode is determined.

DMEC staff must have LEA that is handling the case and LEA case number to release evidence to them as they will not take evidence without their associated case number. and

have LEA that is handling the case and LEA case number them as they will not take evidence without their associated case number.

Actor/Role:

Evidence Unit Staff

Process Owner:

Chief of Forensic Laboratory

Trigger Events:

- LEA requests evidence. See Use Case: Manage External Request.
- LEA has numerous cases that are needing to be picked require pick-up.

Pre-Condition:

- Final Mode has been determined by DME or LEA has requested evidence.
- Evidence is in known location and associated with Coroner Case number.
- Law enforcement has been notified of evidence.

Post-Condition:

 All evidence associated with a case that is for the LEA has been released and the inventory has been updated.

- 1. Upon request, Evidence Staff verifies that the evidence is ready to be released (e.g. Final Mode status or, all evidence has been received in the Unit for release) and creates a list for each LEA of evidence ready for pick-up.
 - a. System shall display Final Mode status and availability for evidence to be released.
 - b. System shall create a report of evidence available for release and organize reports by LEA.
- 2. Evidence Staff sends notice to LEA regarding evidence pick-up with an option for their authorization to let DMEC to dispose evidence this requires a signature from LEA
 - a. The system shall have the capability to send notices including list of evidence available for release or directly sending notice to LEA's case management system.
 - b. The system shall have the capability to log communication to LEA.
- 3. Evidence Staff receives response from LEA (e.g. LAPD, LASD).
 - a. The system shall record response from LEA.
 - i. Record acknowledgement from LEA (e.g. ad-hoc appointment scheduling or LEA to visit at a regularly scheduled time (LAPD, LASD).
 - ii. Record when LEA comes in to retrieve evidence.Note: Today, DMEC has a standard pick-up schedule for LAPD/LASD

and supports special pick-up times for additional agencies, such as CHP and Glendale (by appointment).

- b. The system shall record if LEA responded with approval to dispose.
- 4. When LEA arrives for pick-up, Evidence Staff verifies identity of the requestor, determines whether LEA agent is authorized to receive evidence, and initiates release.
 - a. System shall provide a report of all evidence contained in evidence bag (e.g. clothing, hair & nail kit) related to the case.
 - b. System records DMEC staff member releasing evidence.
 - c. System records who evidence was release to and when it was released including signature, badge number and agency.
 - d. System (although this would already need to be in system typically) confirms record of associated LEA case number (associated to DMEC case number).

Alternate Flows:

- Case Does Not Have LEA Case Number:
 - The system shall display whether an LEA is associated with the case (i.e. record of jurisdiction at scene).
 - The system shall display original location/jurisdiction of homicide investigation (e.g. projectile found at autopsy, but gunshot was in another jurisdiction where LEA investigation began).
 - System will regularly notify original Coroner Investigator to provide this
 jurisdiction and after a specified time has elapsed, this evidence may be
 authorized for disposal by the Evidence Control Officer (e.g. research has been
 exhausted).
 - System will regularly notify original Coroner Inv. to provide this jurisdiction and after a specified time has elapsed, this evidence may be authorized to dispose by the Evidence Control Officer if research has been exhausted.
- Evidence Released at the Scene:
 - If evidence is released at the scene, then the Investigator will capture an eSignature from the LEA representative in the field. The system shall capture the evidence record and the transfer (and signatures) to LEA custody.
- Family Requests Evidence:
- Once evidence retention time is up, then evidence is available to release upon request by family. The evidence can be submitted to the Property section via the original investigator for release to NOK.
 - o The system shall track the expiration of evidence retention time.
 - The system shall allow an authorized user to transfer custody of evidence in the system to the Property section.
 - The system shall allow an authorized user to mark evidence as available for release to decedent or property NOK.
- Criminalist Called to Collect Evidence:
 - A Criminalist may be called by Investigator or Law Enforcement Agent to collect and package evidence. This process closely mirrors the Investigator's workflow.
 Once called, the Criminalist must write a report that may have additional forms (e.g. sexual assault evidence documentation). The system shall support this type of report generation while also enabling the Criminalist to store a copy of his/her

notes either within the system or in a unit-specific shared drive location.

- System shall track status of LEA notification for evidence pick-up.
- System shall track contact information for LEAs to receive evidence.
- System shall track communication with LEA.
- System shall track time elapsed and whether follow-up notice will be needed to pick-up evidence.
- System shall support evidence report print-out to provide with physical release at time of release.
- System shall interface with Los Angeles County case management systems (future version).

5.5 Manage Digital Evidence (Photos, X-rays, CTs)

Purpose & Objectives:

Digital evidence managed by DMEC can include photos, X-rays, and CT scan image files. Digital evidence will be created and uploaded from various points in the process (e.g. scene photos, overhead photos, X-rays and CT scans, fingerprints and Live Scans, exam photos).

This digital evidence is also separate from the electronic case file or any electronic results generated in processing the case (e.g. decedent height and weight, laboratory test results, tool mark analysis results or gunshot residue results; it is assumed that any detail needing to be shared externally regarding these test results will be updated in the case file).

The goal of this use case is to ensure:

- Digital inventory is managed to requirements for security, confidentiality and chain of custody.
- Digital evidence is accessible from the case file or can be received by authorized staff.
- Digital evidence can be readily shared with appropriate law enforcement agencies.
- Proper retention, backup /recovery and destruction policies are enforced.

Actor/Role:

Staff

Note: Evidence Unit does not handle digital evidence. Digital evidence is current created and managed by the two bureaus collecting physical evidence; Operations and Forensic Medicine. For this reason, the actor of this use case is currently generalized to "Staff".

Process Owner:

Chief Deputy Director (Chiefs of Operations, Forensic Laboratories & Forensic Medicine)

Trigger Events:

 Two individuals in charge have been notified that new digital evidence has been uploaded to pre-specified locations.

Pre-Condition:

- Investigator may have created digital evidence at scene (See Use Case: Conduct Investigation).
- Forensic Attendant (FA) has created digital evidence during intake of decedent at FSC (See Use Case: Unload and Check-In Decedent ("Receiving")).
- Forensic Technician (FT) may have created digital evidence during preparation of decedent for autopsy/exam and/or during exam (See Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station). Note: Digital evidence (photographs) may have been created by the DME at autopsy, dentist, anthropologist, or another consultant.
- Digital evidence has been uploaded to a storage location.
- Digital evidence is stored and organized by case.
- Workflow has been initiated by collecting party (e.g. Investigator).

Post-Condition:

- All evidence has been collected and assigned security permissions and retention policy.
- All evidence records have an associated LEA tracking number for the case.
- Case file is updated to reflect location of evidence.

- 1. Staff reviews new digital evidence files as they upload and "clean them up". "Clean-up" includes matching ankle band to case, dark/light adjustment on photos and confirming files have been appropriately tagged or categorized (e.g. scene photo v. overhead intake photo).
 - a. The system shall capture an audit log of each digital evidence file (i.e. photos), version, and associated user. Original documents shall be preserved. Staff notes shall be supported.
 - The system shall allow tagging of keywords and other metadata to files including photos for later searching and incorporation into investigative and medical findings.
- 2. Supervising technician reviews all evidence that has been uploaded and verifies it is identified and associated to a case.
 - a. The system shall display all digital evidence associated with a case (e.g. scene photos, initial overhead photo, exam photos, X-rays, CT scans).
 - b. The system shall provide the supervising technician with a simplified, user-friendly navigation from case to case for efficient review.
- 3. Staff verifies that all digital evidence required for the case has been collected.
 - a. The system shall verify if expected evidence has been recorded per case based on scene location (i.e. if field) and autopsy complexity (A/B/C/D).
 - b. The system shall notify staff of any missing items.
 - c. The system shall facilitate communication with associated case staff if follow-up is needed.
- 4. Staff verifies that all photos have been taken prior to release of body (including a release photo).
 - a. The system shall clearly display case status as it relates to required and missing digital evidence items.

- Staff Identifies Need to Re-Take Photo:
 - Upon initial upload and "clean-up", staff might identify instances where a photo needs to be retaken.
- If a case has been marked as a suspected homicide or other special case, and Evidence Staff identify that scene photos have been collected, Evidence Staff escalate issue with Investigator if scene photos are not available.
 - System shall provide completeness checks for the collection of digital evidence per case type.
- In-House Photography by Outside Agencies:
 - DMEC staff should have visibility and complete knowledge of all digital files generated in-house.

Cycle Time & Performance Metrics:

- Number of photos, X-rays, CT scans
- Re-take count by file type

Required Capabilities in Future State System:

 Manage inventory of digital evidence and ensure proper security, confidentiality, and chain of custody.

- Ensure that digital evidence is accessible from the case file or can be received via case number.
- Ensure that proper retention is enforced.
- Ensure proper backup and recovery.
- Record relevant transactions for financial reporting (e.g. charge LASD for copy of CT scans).
- Case management system should interface with vendor neutral archiving (VNA) system called Lexmark. X-ray and CT scan images are stored locally here.
 Note: VNA future state specifications will result from conversations with vendor.
- Support the ability to search and view case information, photos, X-rays, and keywords.
 This feature and practice shall provide a scientific basis for medical findings.
- Metadata (e.g. type of photo)
- Enforce security around confidential documents (DMEC photos, X-rays, and CT scans are not public).
- Capture an audit trail on searching, viewing, exporting, and sharing files; ensure originality and evidence of any tampering.
- Support the ability to set detailed-level permissions (e.g. individuals assigned to case) and to categorize cases by level of sensitivity.
- Provide functionality to grant user access.
- The system shall receive photos from cameras wirelessly (encrypted transmission; including field "point-and-shoots" and overhead camera at receiving).
- The system shall support the integration of all digital evidence storage locations, as dictated by staff workflows (including field technology).
 Note: Photos may be stored locally on phones, cameras, and investigator computers. Investigators also store photos on a shared drive per case number.
- The system shall support annotations, measurements, and additional applications to benefit staff (e.g. court preparation, education).
- The system shall support the creation of teaching and training modules.

5.6 Share Digital Evidence

Purpose & Objectives:

Evidence is not released until a Final Mode of Death is determined, including digital evidence (e.g. copies of photos, or x-rays). Most cases will be in "Deferred" status when evidence is collected and inventoried. Evidence is held for varying amounts of time until the Final Mode is determined.

DMEC staff must confirm and validate proper authorization before sharing digital evidence with an authorized LEA or authorized Next of Kin (NOK)/person.

This use case captures the process leading up to and throughout the sharing of digital evidence. Across each step, the system shall ensure a consistent record of sharing the evidence with external parties.

Actor/Role:

Staff

Note: Evidence Unit does not handle digital evidence. Digital evidence is current created and managed by the two bureaus collecting physical evidence; Operations and Forensic Medicine. For this reason, the actor of this use case is currently generalized to "Staff".

Process Owner:

Chief Deputy Director (Chiefs of Operations, Forensic Laboratories & Forensic Medicine)

Trigger Events:

- Law Enforcement Agency requests evidence (See Use Case: Manage External Request).
- Files may be ordered via subpoena.

Pre-Condition:

- Final Mode has been determined by DME or LEA has requested evidence.
- Digital evidence is stored electronically and associated with the electronic case file.
- LEA has been notified of evidence.

Post-Condition:

All evidence has been shared and DMEC record has been updated.

- 1. Staff verifies evidence is ready to be shared and creates lists of evidence ready for "pick-up" (digital sharing). These lists are organized by LEA and case.
 - a. The system shall display Final Mode status and availability for evidence to be released (shared).
- 2. Staff shares digital evidence electronically with designated LEA associated with the case.
 - a. The system shall allow staff to share digital evidence electronically with LEA(s).
 - b. The system may generate a notification to LEA ("Evidence file ready to be shared...").
 - c. The system shall track whether LEA has been notified of digital evidence release.
 - d. The system shall have the capability to record and track communication with LEAs.
 - e. The system shall record the desired method of release (digital evidence may be shared electronically via multiple channels).

- Case Does Not Have LEA Case Number:
 - The system shall display whether an LEA is associated with the case, even if DMEC does not have the associated LEA case number (i.e. record of jurisdiction at scene).
 - The system shall display original location/jurisdiction of homicide investigation (e.g. projectile found at autopsy but gunshot was in another jurisdiction where LEA investigation started).
- Physical Copy of Digital Evidence Is Required:
 - Examples include but are not limited to:
 - Printed photos (DMEC has a photo processing lab)
 - CD-ROM
 - Flash Drives
 - Trigger Event: DMEC receives a service request to share evidence (e.g. subpoena).
 - Pre-Condition: DMEC Accounting knows how much to charge for requested item(s).
 - Staff creates copy of digital evidence. Action is tracked and each copy is given a unique identifier.
 - Creation of physical copies is a daily process. The items can be picked up by requesting agency the following day.

Cycle Time & Performance Metrics:

- Time duration between request for digital evidence and receipt of digital evidence
- Costs and volume of digital-to-physical requests

- Enable sharing of digital files between DMEC and external agencies (e.g. scene photo sharing with LASD)
- The system shall create a report of evidence available for release.
- The system shall have the capability to send notices including lists of evidence available for release or directly sending notice to LEA's case management system.
- The system shall track contact information for LEAs that receive evidence.
- The system shall have the capability to record DMEC staff member releasing evidence ("Audit" capability).
- The system shall have the capability to record any LEA case numbers associated to DMEC case numbers.
- Create physical copies of digital evidence upon request (e.g. print, CD-ROM).

5.7 Dispose of Evidence

Purpose & Objectives:

The evidence possessed by DMEC, must be disposed in accordance with case-specific retention policies. This use case documents the process of evidence disposal when an item reaches expiration.

Actor/Role:

- Evidence Unit Staff
- Note: It is assumed the physical copies of digital evidence do not need to be created unless requested but to be shared. If physical copies of digital evidence are created, then there is a retention policy. It is assumed the retention policy for digital evidence is to never dispose of the evidence.

Process Owner:

Chief of Forensic Laboratories

Trigger Events:

Evidence staff review inventory of physical evidence for potential disposal.
 Note: This information shall be regularly generated as a report.

Pre-Condition:

- Evidence is in known location and associated with case file.
- Any associated parties' (e.g. LEAs, NOK) own retention/jurisdictional claims to evidence are known and past expiration.
- Daily report of evidence available for disposal is available for review.

Post-Condition:

- Physical evidence is disposed.
- Digital evidence is retained It is assumed digital evidence follows the retention policies
 of the digital case file (i.e. retained forever).

- 1. Evidence Unit Staff regularly sweeps evidence inventory for items ready for disposal.
 - a. The system shall provide a simple, ranked display of evidence items that have qualified for disposal (e.g. passed retention period). Item descriptions and locations are clearly displayed.
 - b. The system shall clearly list any associated LEAs or NOK parties that may have a claim to evidence.
- 2. Staff completes any necessary diligence/research on evidence associated to an LEA case number.
 - The system shall facilitate any necessary communication with an LEA point-ofcontact by case number.
- 3. Staff confirms and locates evidence items that have passed expiration date. Staff disposes of evidence.
 - a. The system shall update evidence status as "Disposed".

- Evidence Has Passed Retention Period, but Does Not Have Associated LEA Number:
 - o Staff completes research on evidence without associated LEA case numbers.
 - The system shall allow staff to identify whether evidence has been thoroughly researched (previously) and no LEA case has been identified.
 - The system shall log attempts at contacting LEA and document any conversations confirming DMEC permission to dispose of evidence prior to disposal.

Cycle Time & Performance Metrics:

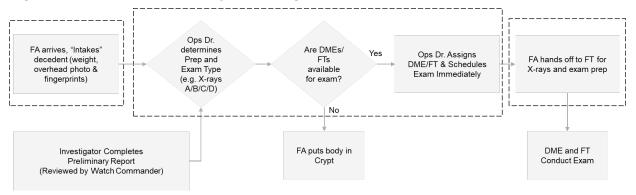
- Number of DMEC cases with evidence but no LEA case number
- Number of DMEC cases that end up being homicides but LEA claims they were never notified of homicide

- Retention tracking for evidence
- History of associated LEA case numbers, contacts
- Final status post-disposal
- Audit capabilities

6.0 Autopsy/Exam & Medical Report

This section addresses use cases and requirements surrounding autopsy/exam processes in the lifecycle of a decedent case. These use cases cover (Figure 3) the time after decedent arrival at DMEC through the moment when the decedent's body is ready for release from DMEC.

Figure 3. Exam Prep & Autopsy Flow Diagram



This section covers the following use cases:

Table 5. Autopsy/Exam & Medical Report Use Cases

Use Case # - Use Case Name	Description
6.0 Autopsy/Exam & Medical Report	
6.1 – Unload and Check-In Decedent ("Intake")	Forensic Attendant processes decedent through weight, overhead photo, and finger printing.
6.2 – Determine Prep Type & Assign Exam	Ops Doc uses case notes and preliminary report to manage DME/FT schedule.
6.3 – Update Autopsy/Exam Schedules and Notify Parties	Ops Doc monitors case and staffing updates in real-time to manage DME/FT schedule.
6.4 – Prep for Autopsy/Exam (including X-ray, CT & Exam Station)	Forensic Technical (FT) processes decedent through any X-rays or CT scans, and prepares for an autopsy with a DME.
6.5 – Conduct Autopsy/Exam, Draft Report (Ready for Release)	DME and FT conduct autopsy.
6.6 – Write & Complete Report	DME creates test orders and writes Medical Report.

6.1 Unload and Check-In Decedent ("Receiving")

Purpose & Objectives:

The goal of this use case is to check-in the decedent at DMEC's Forensic Science Center (FSC). The Forensic Attendant (FA) who transports the decedent in a DSU van may be responsible for recording decedent weight, height, capturing overhead photo, and fingerprinting/conducting Live Scan of the decedent. Alternatively, there may be dedicated FA staff handling the check-in process. If the van driver FA follows his/her decedent case through check-in, an FA will prepare the decedent through hand-off to Forensic Technician (FT).

Actor/Role:

Forensic Attendant (FA)

Process Owner:

Chief Deputy Director (Chiefs of Operations & Forensic Medicine)

Trigger Event:

Decedent arrives at FSC.

Pre-Condition:

- Case has been created in the case management system.
- FA has arrived with decedent in DSU van.
- FA is available to unload body and conduct receiving steps before autopsy/exam prep.
- Resources needed for check-in are functioning and available (e.g. weight station, X-ray machine).

Post-Condition:

- Decedent has been weighed, overhead photographed, and fingerprinted.
- Supervising Deputy Medical Examiner (DME) (aka "Ops Doc") has been notified that decedent has been checked in.
- The decedent is either in the crypt or has been passed directly to FT for preautopsy/exam preparation.
- Senior Doctor has made CT decisions for all bodies currently at DMEC.
 Note: For CT processing details, see Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station).
- Decedent status and location are up-to-date in system.
- If case prep is undetermined & Preliminary Report has been received by DME:
 - Ops Doc has determined that decedent should either be placed in crypt or transferred to FT for immediate preparation for exam (including X-rays, CT scans, and finger removal if needed). See Use Case: Determine Prep Type & Assign Exam.
 - Ops Doc has determined preparation (e.g. X-rays required (Y/N)) and made a preliminary determination of autopsy/exam type. See Use Case: Determine Prep Type & Assign Exam.

- 1. FA unloads decedent at FSC and records arrival of decedent.
 - a. The system shall record arrival of decedent at FSC. Check-in shall be facilitated via unique identifier on decedent (e.g. barcode or RFID).
 - b. The system shall update FA status and DSU vehicle status, as well.

- 2. FA weighs decedent and takes overhead photo.
 - a. The system shall track movement and completion of work at each station.
 - i. System records weight of decedent.
 - System records/uploads overhead photo in real-time so it can be viewed by others. See Use Case: Manage Digital Evidence (Photos, X-rays, CTs).
- 3. If Transport takes decedent back to clear of artifacts, then case will jump directly to fluoroscope.
- 4. FA takes fingerprints of decedent and initializes a Live Scan search.
 - a. The system associates fingerprint file and Live Scan search results to case record
 - b. For cases that cannot be fingerprinted, the FA refers the case for special processing. In special processing cases, fingerprint and palm print files are sent to the appropriate agencies (e.g. severely decomposed bodies).
 - i. The system shall allow a user to refer the decedent internally for special processing.
 - ii. The system shall allow a user to collect specimens from the decedent for further processing, including potential sending out external to DMEC, to assist in identification.
- 5. FA notifies Ops Doc that decedent is checked in and ready for further processing or exam. See Use Case: Determine Prep Type & Assign Exam.
 - a. The system updates status of decedent check-in.
- 6. If Ops Doc confirms DME availability and decides to process decedent for same-day autopsy/exam, then FA hands-off decedent to FT as directed by Ops Doc.
 - a. The system updates transfer of decedent from FA to FT.
 - b. See Use Case: Determine Prep Type & Assign Exam for list of DME statuses (Required Capabilities in Future State System section).
- 7. If Ops Doc decides to delay exam (or if Ops Doc is unavailable), then FA checks decedent into the Crypt. FA reviews system for available/recommended crypt location.
 - a. The system shall display available locations.
 - b. The system shall maintain inventory of all crypt locations and decedents (See EXCEL SMTL 11042018).
- 8. FA—along with an associated supervisor and/or Ops Doc—conducts quality control check on "Receiving" processes and double-checks that the right bodies are in the right place(s). FA checks decedent into crypt location.
 - a. The system shall record decedent check in to crypt or FT's workstation.
 - b. Note: Ideally, each crypt location shall have an electronic ID, so that FA staff can scan crypt location and barcoded toe tag, thus avoiding accidental misplacement.

- FA Recovers Physical Property and/or Evidence During Check-In:
 - See Use Cases: Inventory & Manage Property and Inventory & Manage Physical Evidence. FA coordinates with Investigator, Property, and Evidence Staff as needed.
 - Such downstream additions to the decedent's case record shall generate notifications for Investigator (who may be working on report writing, for example).
- Unidentified Decedent:
 - Case is escalated for follow-up with Identification unit.

- FA completes check-in processes, but likelihood of direct transfer to FT for autopsy/exam prep is reduced.
- The system shall track and highlight unidentified statuses prior to decedent being loaded into the crypt.
- See Use Case: Identification and Notification of DOE Cases.
- Decedent Arrives Overnight:
 - Weighing/overhead photo/fingerprints are still conducted upon arrival at FSC.
 - Decedent is placed in crypt (awaiting morning shift).
 - Case information is compiled with other overnight arrivals for morning staff to plan the day's autopsy/exam schedule.
- Case Requires Assessment by LEA at DMEC Facilities:
 - o If case requires an on-premises assessment by a Law Enforcement Agency at DMEC, then the decedent must be held for a pre-determined time window. The courtesy of offering a time window for LEA assessment requires a "default" time (daily) to notify LEAs of decedents eligible for their assessment. In general, and to accommodate LEAs, this type of cases is typically scheduled first thing in the morning.

Cycle Time & Performance Metrics:

- Timestamps including, but not limited to the following:
 - Arrival, Receiving start ("unload"), Intake stages, Intake complete, FT prep start
- Case breakdown by prep type and exam type

- Automatically records timestamp for each physical stage of "Receiving".
- Communication between FA and Ops Doc, FT, DME is supported.
- The system shall track user information for each step of the receiving process (i.e. who weighed the decedent).
- The system shall update crypt location availability and occupant list/locations.
- Crypt location tracking is barcode-enabled.

6.2 Determine Prep Type & Assign Exam

Purpose & Objectives:

DMEC shall classify all autopsy/exam types conducted at DMEC to promote case completion within NAME standards (48 hrs.). This use case documents processes performed by the Supervising Deputy Medical Examiner (DME) (aka "Ops Doc") to ensure autopsy/exam quality standards, support associated report completion, and proactively determine cause of death.

Actor/Role:

- Ops Doc
- Supporting Actors: FA (intake (unload, weight, overhead photos, fingerprints)); Forensic Technician (FT); Supervising FT

Process Owner:

Chief of Forensic Medicine

Trigger Events:

- Decedent has been "checked-in" to crypt or to FT workstation.
- Preliminary Report is completed and has been communicated to Ops Doc.

Pre-Condition:

- Ops Doc knows DME and FT availability (incorporating pre-determined weekly schedules, real-time statuses, and on-duty staff skillsets).
- Ops Doc knows station availability and machine statuses.
- Ops Doc has access to Preliminary Report information from Investigator.
- Ops Doc has access to backlog case information (pre-autopsy/exam decedents in crypt).
- Ops Doc knows the cases that require Law Enforcement Agency (LEA) participation.

Post-Condition:

 DMEs & FTs are assigned for exams. Decedent prep and expected exam complexity have been determined by Ops Doc. All cases are accounted for.

- Decedent arrives at FSC and/or Preliminary Report info reaches Ops Doc. Ops Doc makes an initial decision of case complexity to determine what prep will be required of the FA and FT.
 - a. The system shall provide visibility to case notes in real-time, including the Preliminary Report. Alternatively, the Ops Doc may communicate verbally with the Investigator to better understand the situation.

 Note: It is assumed that the Investigator is available for this type of consultation in-person or via mobile phone.
 - b. The system shall alert associated parties and automatically update their schedules when the complexity of an assigned case's prep is determined.
- 2. Ops Doc further evaluates case information, check-in information, and/or Preliminary Report to determine anticipated exam type. Essentially, the Ops Doc creates the "work order".
 - The system input shall update schedules/statuses for staff, resources, and cases.
- 3. Based on availability and prep/exam complexity designation, the Ops Doc assigns cases to FT and DME staff.

- a. The system shall display an Ops Doc "Dashboard" view of exams currently being performed and scheduled to be performed, as well as unscheduled decedent cases for the day.
- b. The system shall allow for assignment of cases to a trainee (fellow or resident) with DME supervision
- 4. Upon completion of the autopsy/exam, the Ops Doc reviews prep and exam outputs to assess whether complexity determinations were accurate and followed by medical forensic staff and enters the information into the case system.
 - a. The system shall display and report on relevant data and highlight any discrepancies between designated prep and exam type and actual elapsed time result in alerts to Ops Doc (i.e. if a "simple" prep takes 2+ hours).

- Backlog Cases:
 - The same procedure is followed by the Ops Doc to classify and schedule necessary prep and autopsy/exam for any backlog decedents (e.g. bodies that arrived overnight).
- Case Complexity Changes Mid-Prep and/or Exam:
 - FT and DME must have functional capability to update status, extend prep and/or autopsy/exam expected time, and escalate issues to the Ops Doc.
 - Ops Doc should have ability to shuffle FT/DME staff as needed throughout the day.

Cycle Time & Performance Metrics:

- Accuracy of prep type determinations
- Accuracy of exam type determinations

Required Capabilities in Future State System:

- Case Management System needs capability to create weekly/monthly schedules for all medical forensic staff.
- Ops Doc must be able to update status (e.g. no-shows).
- The system shall provide "Dashboard" functionality to display availability and automatically update statuses at time of assignment.
- DMEs/FTs must be able update their own status (including via terminal on autopsy/exam service floor; multiple terminals available).
- In any case of verbal communication between Ops Doc and Investigator, a memorialized, digital record must be maintained in the system.
- DME statuses may include, but are not limited to (visible to Ops Doc for start of day and mid-day scheduling purposes):
 - o Ready for Autopsy/Exam Assignment
 - Conducting Autopsy/Exam
 - Busy Report Writing (Note: This time must be protected.)
 - Busy Paperwork Day
 - Busy Other
 - Busy Court/Appointment*
 - On-Duty as Duty Doctor

*Note: Doctors frequently get scheduled for non-urgent appointments (e.g. family member calls to discuss autopsy results). Most are scheduled in the afternoon, but may cause a restraint on number and complexity of cases to be assigned for the day. To the extent possible—and as a preference—Subpoena Desk staff should try to schedule non-urgent appointments on days when the impacted DME is on his/her Duty Doctor shift ("Duty Doctor day") or paper day.

- FT statuses may include, but are not limited to (visible to Ops Doc for start of day and mid-day scheduling purposes):
 - Preparing Workstation
 - Ready for Autopsy/Exam

6.3 Update Autopsy/Exam Schedules and Notify Parties

Purpose & Objectives:

The Supervising Deputy Medical Examiner (DME) (aka "Ops Doc") shall work proactively to anticipate and classify decedents' required prep and autopsy/exam processes. However, he/she must also manage the medical forensic staff schedule throughout the course of each day. This use case documents the Ops Doc's responsibilities around managing an efficient autopsy/exam schedule as DMEs and Forensic Technicians (FTs) may experience changes in availability and status—both expectedly and unexpectedly.

Actor/Role:

- Ops Doc
- Supporting Actors: DME, FT, Supervising FT

Process Owner:

Chief of Forensic Medicine

Trigger Events:

- Unanticipated, priority decedent case arrives at DMEC.
- Exam schedule and/or DME/FT status altered due to unforeseen case complexity/priority change.
- Mid-shift DME/FT availability changes (e.g. illness).
 Note: These changes may be communicated directly by medical forensic staff to Ops Doc, or observed in background review by Ops Doc.
- Two-hour interval alarm goes off (Ops Doc revisits his/her dashboard and classifies exams/autopsies as permitted by on-duty FT/DME availability).

Pre-Condition:

- Ops Doc knows DME and FT availability (incorporating pre-determined weekly schedules, real-time statuses, and on-duty staff skillsets).
- Ops Doc knows station availability and machine statuses.
- Subpoena Desk staff have tried to schedule all non-urgent DME appointments on "Duty Doctor days" (thus freeing up maximum time for autopsies/exams and urgent appointments).

Post-Condition:

Schedules have been updated.

- 1. Ops Doc identifies an ongoing or upcoming conflict in staff and exam/autopsy schedule.
 - a. The system shall record a temporary "Schedule Conflict" flag on case record.
 - b. The system shall notify involved staff that conflict is recognized and under review by Ops Doc.
- 2. Ops Doc communicates directly with affected staff (e.g. previously assigned DME who had to leave mid-shift and pre-autopsy/exam due to illness).
 - a. The system shall create a record of each interaction and associate it to the case record.
- 3. Ops Doc reviews his/her options for rescheduling and/or reassigning the affected decedent case for autopsy/exam.
 - a. The system shall provide an intuitive, informative "Dashboard" display to support Ops Doc efforts in shifting and arranging autopsy/exam schedule.

- 4. Ops Doc enters updates once a resolution plan is identified.
 - a. The system shall update decedent case record and status, as well as affected staff statuses.
 - b. The system shall notify Ops Doc when newly assigned FT/DME confirms receipt of autopsy/exam schedule update.

- Ops Doc Is Unable to Resolve Schedule Conflict:
 - In cases where current staff availability prevents the Ops Doc from resolving and rescheduling a decedent autopsy/exam, the system shall all him/her to escalate the issue to internal and external parties who may be impacted by the delay.
 - o If an exam cannot be completed during the assigned shift, then the decedent is moved to the crypt. Ops Doc will review up-to-date case information to ensure that progress is not lost between "stop" point and eventual "re-start" point. The system shall track these cases as "backlog" to be scheduled for continued exam.
 - The system shall flag significantly delayed cases and record reason for delay (as entered by Ops Doc and/or DME).

Cycle Time & Performance Metrics:

- Issue resolution time
- Staff utilization
- Staff delays by type and individual

- The system shall provide contact information and visibility to staff location/status.
- "Dashboard" view of current decedent cases and FT/DME staff availability (current and near term).
- The system shall measure anticipated conflicts at varying degrees of severity (e.g. "Yellow Alert: DME Smith has two autopsy/exams scheduled with less than 30 minutes between them", "Red Alert: DME Jones is scheduled to begin autopsy/exam in 10 minutes and has not updated status to 'Ready for Autopsy/Exam Assignment").

6.4 Prep for Autopsy/Exam (including X-ray, CT & Exam Station)

Figure 4. Illustration of Autopsy/Exam Prep Lines to Minimize Crypt Movement

Since DMEC cannot control decedent arrival rate, it should organize prep and autopsy/exam work to minimize waste. Specific case needs must be determined (D) earlier in the lifecycle, then process should "feed" cases directly to FT/DME. Scenario 1: Case prep and exam DSU (Crypt until disposition) decisions (e.g. photo, CT, exam type) are **Exam** (Prep) made at multiple stages between arrival and examination. As a result, the decedent is moved into and out of the crypt. Each movement introduces waste. D_{Idea} Scenario 2: The case is categorized up-Crypt until disposition (Type A) DSU Exam front as the body arrives. Regardless of complexity or identification status, FTs DSU Crypt until disposition (Type B &C) Exam and DMEs are scheduled in advance to (Prep) handle the work. The body proceeds from arrival to prep to exam without pit stops in Crypt until disposition (Type D) DSU **Exam** the crypt.

Purpose & Objectives:

As soon as check-in procedures are completed by the Forensic Attendant (FA), the case is handed to a Forensic Technician (FT), who conducts a series of preparatory steps in advance of autopsy/exam. The level of detail of this prep is determined on a case-by-case basis by the Ops Doc (ideally prior to decedent arrival to FT; See Use Case: Determine Prep Type & Assign Exam). This use case follows all prep processes until Deputy Medical Examiner (DME) is ready for the examination.

Actor/Role:

- Forensic Technician (FT; aka "Exam Tech")
- Supporting Actors: Dedicated FTs for photography, X-ray, fingerprints

Process Owner:

Chief of Forensic Medicine

Trigger Events:

 Supervising FT receives assignment from Ops Doc and assigns FT (and DME) to decedent.

Pre-Condition:

- Decedent has arrived at Forensic Science Center (FSC), post-receiving.
- Preliminary Report information is available to Ops Doc.
- Ops Doc has made decision on prep type and exam type based on Preliminary Report.

Post-Condition:

- Decedent is ready for autopsy/exam.
- Decedent has been moved to Exam station.
- Exam Station is prepared and ready for DME to begin exam.

Use Case Flow:

- 1. Forensic Attendant (FA) delivers decedent to assigned FT, who scans decedent into his/her custody.
 - a. The system shall confirm chain of custody transfer and records timestamps.
 - b. The system shall update case, FA, and FT availability statuses.
- 2. If applicable, FT delivers decedent to X-ray tech and X-rays are collected. See Use Case: Determine Prep Type & Assign Exam for DME determination process for X-ray requirement.
 - a. The system shall alert FT within case record view if X-ray is required.
 - b. The system shall provide visibility into X-ray equipment and support staff availability. If either are limited to point of interference with case prep, then issue is escalated to Ops Doc.
 - c. The system shall allow an authorize user to confirm required imaging has been completed (e.g. x-ray, CT and Live Scan).

Note: Same sequence applies for CT and Live Scan (when required).

- 3. FT prepares autopsy area, equipment, and forms (electronic).
 - a. Forms are automatically uploaded within the case file and displayed intuitively. Note: This is empowered by Preliminary Report information and—eventually—final Investigative Summary Report information.
- 4. FT rolls decedent body to available autopsy/exam space and updates the location.
 - a. The system shall provide the capability to track decedent location and real-time status of staff and resources.
- 5. FT conducts additional prep. Note: Timing of label printing is subject to DME preference and may be up for policy discussion. In some cases, FT will create labels ahead of time for standard collections and as specimens are collected. FT is capable of basic troubleshooting through common label printer issues and raw material (label/ribbon) reinstallation.
 - a. The system shall provide user-friendly interface, prompting FT to complete necessary steps and collect necessary prep information (e.g. measurements of body, equipment checklist for autopsy/exam).
 - b. The system shall pull specific data from prep entry to populate downstream reports.
 - c. The system shall have the capability to print barcoded labels.
- 6. FT suits up for autopsy/exam.
 - a. The system shall provide visibility into assigned DME's schedule and location around expected start time.
 - b. The system shall alert DME and provide station location and start time info.
 - c. The system shall log confirmation from end of prep (by FT).

- Unanticipated Delays within Prep Stages (e.g. unforeseen complexity):
 - o FT updates case and his/her own status in system.
 - Ops Doc receives alerts and manages schedule updates (See Use Case Determine Prep Type & Assign Exam).
- FT Shift Ends Shortly After Prep Concludes, New FT Assigned for Autopsy/Exam:
 - The system shall support transfer of assignments between Prep and Autopsy/Exam.

- Ops Doc is alerted for such cases, as early as possible.
- FT Is Assigned to Multiple Autopsy/Exam Case Prep Simultaneously:
 - The system shall notify Ops Doc of parallel prep responsibilities.
 - The system shall support clear distinctions between cases to minimize incidents of confusion.
- FA Unable to Recover Prints from Live Scan:
 - Supervising FT and dedicated FT assess alternative methods to recover prints.
 - If no Live Scan, then ink.
 - If ink doesn't work, then FT shall flag the case for chemistry process (fingerprint specialist requested).
 - Body is moved to "In Chemistry" status, held at crypt.
- Additional prep time may be required for the following:
 - Sexual assault kit
 - Criminalist consultation
 - Dental consultation
 - Culture bottles and paperwork, cassettes, additional storage containers

Note: Ops Doc might have opportunities to identify these additional needs and contact associated parties (e.g. Criminalist) ahead of time.

Cycle Time & Performance Metrics:

- Elapsed time between various stages of prep
- Breakdown of prep type (simple vs. complex); accuracy of determinations
- Equipment utilization and downtime reported data

- Chain of custody support
- The system shall provide barcode technology for FT acceptance and movement of decedent across various stages of prep, including receipt from FA.
- Chain of evidence tracking for any specimens/items involved in decedent's exam
- Timestamps across individual prep stations
- Prep station status capability
- Ops Doc and assigned DMEs' visibility into case statuses ("Dashboard" view)
- Autopsy/exam room equipment to support form entry, case info visibility and integrate with report writing (including populated data from Preliminary Reports, as approved by Ops Doc).
- System provides DME/FT team with access to X-ray files and studio photos (which are uploaded in real-time).
 - Note: A future state document/content management system may be pursued to strengthen the storage and management of digital files associated with a case (including X-ray and CT scan image files). Any instance of a centralized repository granting visibility/access to multiple divisions must also support audit trail functionality (i.e. track chain of custody). Additionally, the system shall support image file annotations, measurements, and additional applications for court preparation and/or staff education, while also preserving the original image files and tracking modifications (date, user). Finally, the system shall support keyword tags and search functions to provide a scientific basis for medical findings.

- Internal messaging supported to flag follow-up items and notify users who need to complete an associated process (e.g. DME notices bite marks during autopsy, notifies specialist to report to service floor for assessment).
- User profiles to capture and communicate preferences as they relate to autopsy/exam processes (e.g. "Dr. Smith prefers for FT to print standard labels prior to autopsy/exam").
- Support specialist requests.

6.5 Conduct Autopsy/Exam & Make Ready for Release

Purpose & Objectives:

This use case documents the completion of an autopsy/exam to the extent required for a given decedent case. Deputy Medical Examiner (DME) and Forensic Technician (FT) staff resources and equipment/space resources are tracked, monitored, and updated over the course of the autopsy /exam. This use case also encompasses DMEs ordering any Consults, drafting of the medical report and any final "wrap-up" steps to prepare decedent for eventual release.

Actor/Role:

- Deputy Medical Examiner (DME)
- Supporting Actor: Forensic Technician (FT)

Process Owner:

Chief of Forensic Medicine

Trigger Events:

FT has prepared the body and exam station and has notified the assigned DME.

Pre-Condition:

- Decedent is ready for autopsy/exam.
- DME is assigned an autopsy/exam, either from the backlog of decedents awaiting examination or in the form of a new case.

Post-Condition:

- Autopsy is complete.
- Consults have been requested.
- Specimens and test orders have been submitted to lab.
- Draft Medical Report is complete.
- Decedent is ready for release.

Use Case Flow:

- 1. DME acknowledges autopsy/exam assignment.
 - a. System provides simplified visibility into pertinent case details (e.g. Preliminary Investigative Report info, scene photos, case notes, assigned FT info, prescribed exam type per Ops Doc).
- 2. DME confirms autopsy/exam type and confirms unique identifier of decedent. (Note: The following level of detail is determined by the level of required examination i.e. some exams will not require creation of specimens).
 - a. The system shall update case status to "Active" and start the autopsy/exam "clock" (external examination).
 - b. The examination time shall be broken up into "external examination" and "internal examination". This will allow detailed tracking of how long each section takes to complete. For example, an external examination of a 30+ gunshot wound may take more than two hours, while an overdose case may only require 10 minutes.
 - c. The system shall record how long different exams take based on exam types (e.g. A, B, C) and injury descriptions.
 - d. The system shall allow a user to update an estimated duration for standard exam types so as exam types are identified the system can estimate exam schedules and DME workloads.

- 3. DME notes in the system when he/she starts and completes both "external examination" and "internal examination" portions of the autopsy/exam.
 - a. The system shall allow FT to assist in making case time entries mid-exam.
- 4. DME/FT creates specimen labels and prints (subject to DME preference and FT system access).
 - a. The system shall create labels including barcodes.
- 5. DME instructs FT to open body and remove the organs. Organs are weighed and information is recorded.
 - a. The system shall allow staff to use touch screens to enter information into the system.
 - b. The system shall auto-populate downstream forms and medical report with information entered during the exam.
 - c. The system shall provide checklists and standard forms for different types of autopsies, decedents, and anatomy of decedents.
- 6. DME/FT labels specimens and stores them. DME/FT confirms which specimens were collected from decedent and updates the case file. In addition to specimen support, FT shall also assist DME in labeling medical/physical/projectile evidence for time efficiency. Note: Labeling bullets after the autopsy can add an additional hour to case processing.
 - a. The system shall have the capability to update status (and list) of associated specimens and their locations.
- 7. DME/FT alerts Forensic Lab of test orders. See Use Case: Send Test Orders.
- 8. DME requests consult(s).
 - a. The system shall allow staff to create requests for consults on a case including but not limited to;
 - i. Radiology Cons (DMEC writes a note to a remote radiologist, transmits X-ray files, receives his/her consultation electronically)
 - ii. Eye Path Cons
 - iii. Brain Neuro consult or DME to cut (typically conducted at DMEC)
- 9. DME/FT finishes autopsy/exam.
 - a. The system shall allow staff to indicate an autopsy /exam has been completed by electronic signature.
- 10. DME records that the decedent is ready for release and enters cause of death.
 - a. The system shall update the case record and capture time when decedent was identified as ready for release.
 - b. The system shall capture "Preliminary Notes" snapshot of DME autopsy notes at time decedent is ready for release.
 - c. The system shall allow staff to indicate a cause of death for the decedent.
- 11. DME/FT hands off custody of decedent and/or processes decedent in to crypt.
 - a. The system shall track crypt location of decedent.

- FT Is Assigned to Multiple Autopsies/Exams Simultaneously:
 - The system shall require confirmation of decedent identifier to minimize confusion of data entry between cases.
 - The system shall allow an FT to work on multiple cases at a single point in time.
 If there is a need to assign multiple autopsies to an FT, the system shall prioritize assignment of multiple autopsies with the same DME to an FT (i.e. DMEs/FTs are assigned to autopsies in teams).
 - Ideally, this alternate flow shall only apply in cases where an FT is assigned to multiple autopsies/exams under a single DME. As a rule, technicians should not

- have overlapping tasks with multiple doctors. This typically results in errors and waiting.
- The system shall prevent doctors from being assigned or starting work on multiple exams at one time.
- FT Is Assigned to Additional Tasks (e.g. dishwashing):
 - In addition to exam/autopsy responsibilities and assignments, the system shall support non-exam/autopsy responsibility scheduling. The Supervising FT manages these actions in a similar fashion to FTs' autopsy/exam assignments.
 See Use Case: Update Autopsy /Exam Schedules.
- Pregnant Decedent:
 - o When an unborn child is delivered in the autopsies/exam, FTs will call control desk and create a new case. DME/FT team experiences an unanticipated second autopsy/exam because of the initial one. Notifications section and DSU must be notified so that both individuals may be released. Both cases shall be linked to facilitate tracking and follow-up (e.g. NOK processes).
 - Ops Doc manages schedules as needed.
- Autopsy /Exam ends and DME identifies the need to hold the decedent (not release).
 - The system shall allow staff to indicate that exam has been completed but decedent is not ready for release.
- Autopsy /Exam ends and DME has not identified a Cause of Death.
 - The system shall allow staff to indicate that a decedent is ready for release but no cause of death has been identified (i.e. "Deferred" status).
- DME Requests Consultations See Form 15 for different consult requests.
 - At various points of autopsy/exam, the DME may order consult requests.
 - The system shall generate notifications and provide confirmation when consults are accepted or scheduled.
 - The system shall identify cases with pending consult requests.
 - The system shall identify when a consult request has been fulfilled.

- Autopsy/exam duration by case type
- Autopsy/exam stage durations within overall time of autopsy/exam
- Error incidents (e.g. switched specimens)

- The system shall support voice-to-text and similar capabilities.
- The system shall provide and support an electronic evidence log.
- "Ready for Release" button, hit by DME post autopsy/exam to signify NAME clock stop
 Functionality should be available to DMEs at service floor.
- The system shall alert DME when cases are assigned, including anticipated schedule impact for the day (e.g. body expected to arrive at 14:00, exam type B anticipated (2 hours to complete), next available at approximately 16:10).
- The system shall allow DMEs to order consult requests and assign them to specialized DMEs or consultants.
- The system shall provide the capability to interface with EDRS when EDRS is ready to support such integration.

6.6 Write & Complete Autopsy Report

Purpose & Objectives:

The Deputy Medical Examiner (DME) writes a Medical Report for each assigned autopsy/exam. This use case documents processes associated with the report writing.

The timeline of Medical Report writing is particularly relevant to DMEC's NAME accreditation efforts. The NAME target is to complete 90% of reports within 90 days.

Actor/Role:

- DME
- Supporting Actor: Ops Doc

Process Owner:

Chief of Forensic Medicine

Trigger Events:

Autopsy/exam is complete. Test results may be provided.

Pre-Condition:

- Investigator has completed Preliminary Report.
- FT/DME have entered information during autopsy/exam.

Post-Condition:

Final Medical Report is complete.

Use Case Flow:

- 1. DME follows-through on assigned decedent case, or pulls case from pool requiring report writing.
 - Note: The Medical Report may be written and signed same-day as autopsy/exam (no additional pieces needed). However, the more likely scenario is that the DME cannot complete his/her report that day because the case is waiting for additional information (e.g. police report, toxicology, medical records, histology, specialty consult(s)).
 - a. The system shall clearly display pending case statuses and reasons for delay/missing pieces. This information should be displayed to both DME, Senior DME and Public Services staff.
 - b. The system shall display turnaround time since examination (eg green button for less than 60 days, yellow button for past 60 days, and red button for past 90 days)
 - c. The system shall have push notifications for completed ancillary reports/request
 - d. The system shall generate an electronic signature with a timestamp upon report completion.
- 2. DME begins writing Medical Report.
 - a. The system shall reflect DME status as "Busy Report Writing".
 - b. It is anticipated that the system shall have standardized report templates for different types of autopsy/examination and it is further assumed that the system can pre-populate key pieces of the report from already collected case data {e.g. name, circumstances of death, type of autopsy performed, test results, decedent weight, decedent height, decedent BMI (via built in calculator) decedent eye color}.

- c. The system shall have modules to develop a report depending on the extent of examination (e.g. external examination, internal examination, evidence of injury, cause of death/manner of death entry, summary and opinion, neuropathology consult etc).
- d. The system shall have modules that differentiate an adult examination from a pediatric examination (eg. External examination (adult/pediatric), internal examination (adult/pediatric) etc).
- e. The system shall have examination modules that can incorporate DME specific templates into a free text box.
- f. The system shall reflect review status of ancillary reports (e.g. toxicology, consult reports etc) by DME.
- g. The system shall provide a case dashboard with links to review photos, investigator reports, toxicology and radiology while working on the examination report.
- h. The system shall have a single entry for cause and manner of death that auto populates in other areas of the system to prevent multiple manual entries
- i. The system shall have digital diagrams that can be drawn on, with each drawing having a separate free text box with heading linked to it. See DMEC's inventory of paper forms for current diagrams (e.g. adult and pediatric protocols).
- j. The system shall have the ability to schematize autopsy photographs which can be annotated.
- k. The system shall have the ability to scan and upload bar coded documents to allow flexibility in using a digital report versus hand written.
- I. The system shall have the capability to search all examination reports for key words.
- m. The system shall have the ability to create a miscellaneous form for DME notes (separate from case notes) that is with the electronic case file but not automatically disseminated upon request for the examination report.
- 3. DME completes writing Medical Report, confirms that no further processes are needed, and hits "Ready for Review" button.
 - a. The system shall perform completion check to verify all outstanding requirements have been completed (e.g. cause and manner of death, test results reviewed)
- 4. DME reviews and approves Medical Report.
 - a. The system shall capture timestamp and eSignature.
 - b. The system shall generate an alert to Ops Doc whenever DME completes a report.
 - c. The system shall allow authorized users to check the status of report completions.
 - d. The system shall also generate alerts when cases' medical reports have not been submitted after a pre-determined length of time (from time of prep end).

- Items may be pending, preventing completion of the Post Mortem Report.
 - o The DME may request items after the autopsy/exam is completed.
 - These requests shall produce queues for the user responsible for follow up items
 - See Use Case: Conduct Autopsy/Exam, Draft Report (Ready for Release).
 - o The system shall track pending items after exam including but not limited to:
 - Investigator Follow-Up:
 - Police Report

- Medical History
- Investigations
- Admission blood
- Forensic Medicine Follow-Up:
 - Radiology Cons (DMEC writes a note to a remote radiologist, transmits X-ray files, receives his/her consultation electronically)
 - Eye Path Cons
 - Brain Neuro consult or DME to cut (typically conducted at DMEC)
 - Other histopathology is sent out (samples go out for blocks/slides, which come back from an external party)
 Note: Testing is not limited to those items listed on Form 15.
- Forensic Laboratory Follow-Up:
 - Tox for Cause of Death (COD)
 - Tox for Rule-Out (R/O)
 - Microbiology
 - Criminalistics Gunshot Residue (GSR), Sexual Assault, Other

Trainee DME

- DMEs in training can complete Medical Reports. In these cases, the report will be forwarded to the respective Supervising DME for review and approval.
 - The system shall have a Supervising DME review and approve Medical Reports completed by trainees.
- Death Becomes Homicide:
 - o DMEC will notify Law Enforcement Agency (LEA).
 - The system shall support push notification capabilities to notify investigators.
 Notifications may be generated for such events as updating case status to homicide, request for information, etc.
- Auditing & Quality Assurance
 - Periodically, a Supervising DME will pull completed case records to review the quality of the work.
 - The system shall support random sampling of completed cases.
 - The system shall support assignment and tracking completing of a quality assurance review task on completed cases.

Cycle Time & Performance Metrics:

- Report writing timelines
- Categorization of any reasons for delayed report completion

- The report forms shall be integrated with upstream processes. Screens shall display existing information within the form.
- The system shall have the capability to change report status and automatically notify Ops Doc of reports requiring his/her review.
- The system shall track all follow-up processes requested for an ongoing decedent case.
- The system shall allow a DME's direct supervisor to monitor the status of his/her case work. This will provide greater visibility into which doctors are having trouble finishing their reports. Note: A DME's supervisor is not necessarily the Ops Doc.

7.0 Process Specimens & Test Orders

This section addresses use cases and requirements surrounding the forensic laboratory and the case management processes. Specifically, it documents the processing of decedent case specimens and evidence to fulfill the needs of medical and investigative staff.

Multiple items may be pending at the end of autopsy/exam. Follow-up may be required from Investigations, Forensic Medicine, and/or Forensic Laboratories.

It is assumed that the Department will pursue a separate Lab Information Management System (LIMS) to manage specimens, interface with lab robotics and instruments and process run/batch results into specimen test results per case (this includes replacing the Access database). This LIMS would interface with the department-wide case management results for the hand-off of specimens and test orders and communication of test results.

Note: Outside agencies may request Gun Shot Residue (GSR) analysis. External agencies may drop-off evidence for DMEC to test. DMEC will test and provide the results, return the evidence and send a bill to the outside agency (See Use Case: Manage External Request). Outside agencies may also request analysis of tools and/or toxicology testing.

This section covers the following use cases:

Table 6. Process Specimens & Test Orders Use Cases

Use Case # - Use Case Name	Description
7.0 Process Specimens & Test Orders	
7.1 – Send and Request Test Orders (Toxicology, GSR, Tools, etc.)	DMEs send test orders alongside decedent specimens for laboratory processing.
7.2 – Receive Specimens and Test Orders	Criminalists in the forensic laboratory receive specimens and corresponding test orders from DMEs.
7.3 – Process Specimens, Evidence & Generate Test Results	Criminalists process specimens/evidence, coordinate external processing, and return test results to DMEC staff.

7.1 Send Test Orders (Toxicology, Histology, Medical Evidence, Tool Marks, etc.)

Purpose & Objectives:

Deputy Medical Examiners (DMEs) may request the Forensic Laboratory to conduct testing to gain insight into the cause of death of a decedent.

Actor/Role:

DME
 Note: Test requests may also originate from external sources (see Use Case: Manage External Requests).

Process Owner:

Chief of Forensic Medicine

Trigger Events:

 Autopsy/exam is complete. Case requires post-examination follow-up, as determined by assigned DME.

Pre-Condition:

- Specimens have been collected and labeled.
- Test order has been submitted.

Post-Condition:

Lab has received Test Orders.

Use Case Flow:

- 1. DME reviews autopsy notes and specimens collected during autopsy/exam.
 - a. The system shall display a list of specimens collected at autopsy. Specimens can include, but are not limited to the following:
 - i. Blood: Heart, Femoral (with Technique identified), or Other (specification needed)
 - ii. Stomach contents
 - iii. Vitreous
 - iv. Spleen
 - v. Kidney
 - vi. Bile
 - vii. Liver
 - viii. Urine (with Glucose dipstick result identified)
- 2. DME determines test orders and requests the lab to perform (or send out) the tests.
 - a. The system shall allow DME to identify tests to be conducted on various specimens, create a test order, and send test orders to the Forensic Laboratory. Laboratory tests may include but are not limited to the following:
 - Histology: Regular or Oversized and whether the Histopathology was cut in the Autopsy or the Lab (Histopathology test orders will include the type of staining and slides requested by DME)
 - ii. Screens: C, H, T, S, D
 - iii. Alcohol only
 - iv. Carbon monoxide
 - v. GSR
 - vi. Tool mark
 - vii. Bite mark
 - viii. Other: (specify drug and tissue)
 - b. A test order applies to the "whole decedent". The laboratory system (and staff) shall decide which specimen(s) to use for a given test.
 - c. Tests and orders of tests must link to decedent case number.
- 3. DME reviews whether any additional test orders or requests are needed and confirms initial round of testing.
 - a. The system shall allow staff to confirm that all initial round tests have been ordered for the specimens collected.
 - The system shall also distinguish various rounds of toxicology testing as requested by the DME
- The system shall indicate if admission blood from the hospital is available (at DMEC, or in process or retrieval) for testing

Alternate Flows:

- No Toxicology test orders may be made after examination ("You always send specimens, but may not send requests.").
 - o The system shall display if no test orders were made after examination.
- Admission blood may be collected from a hospital.
 - Admission blood is collected by DSU with the body, but stored in a separate drop-off area within the crypt. Blood should not be sitting with the body.
 - While it is ideal to test the blood as soon as possible, the forensic laboratory will
 not run tests until they receive input from the DME.
- Specimens may be collected from the organ and tissue procurement agency
 - The system shall allow receiving and identification of specimens collected from the organ and tissue procurement agency.
- Medical evidence may be collected and need to be tested.
 - The system shall allow staff to identify if medical evidence has been logged for the case.
 - Medical evidence and paraphernalia are occasionally tested (e.g. "mystery pill" in cases where initial testing does not determine cause of death).
 - Some medical evidence collected by DMEs during autopsy may be sent to lab for testing.
 - o DME would submit test order for medical evidence after reviewing case notes.

Tool Mark Analysis:

- o Specimen is collected, logged, and tracked.
- Test/evaluation request shall be built into system.
- Tool Chain of Custody Form tracks transfer between external evidencecontrolling party (Law Enforcement Agency) and DMEC counterpart.
- Tissue See Tissue Chain of Custody Form
- Doctor shall be notified of external tool mark analysis.

Gun Shot Residue:

- GSR kit is collected (from Investigator or Forensic Attendant; pre-autopsy/exam), logged, and tracked on Evidence Log.
- o GSR requests for analysis are often received from detectives or District Attorney.
- GSR Chain of Custody Form Coroner, Outside GSR (OGSR; received via FedEx, hand-delivered)
- GSR Case Processing Form Rule /Out (R/O) arrives with outside kits. Form lists who is requesting it and whom to bill.
- System shall track the number of requests received (number of kits and number of samples) and number of cases worked on.
- System shall be able to report status of individual tests and all tests.

Requested Material on Pending Cases:

- Police Report
- Med History
- Investigations
- Radiology Cons

- o Eye Path. Cons
- Brain Neuro consult or DME to cut
- Tox for COD
- Tox for R/O
- Microbiology (sent to LAC USC or Public Health labs (specimens and test orders); time sensitive; handled independently of other reports; results are received, checked by DME)
- Criminalistics GSR, Sexual Assault (notification of collection by DMEC criminalist; tested externally), Other
- External test requests may be required due to exposure (e.g. first responder is exposed to decedent's blood).
 - These requests are also received by DMEC's laboratory.
- DME may request STAT test for carbon monoxide
 - The system shall support this request. Specimens and test request will be sent ahead of other specimens and test requests.

- Time between specimen receipt by lab and test order receipt
- Time duration of all types of testing
- Volume of follow-up test orders

- Support time and date blood was taken. Note: If blood is retrieved from a hospital, then
 the system shall also indicate whether it is admission blood.
- The system shall record Medical Record Number (MRN) of the decedent.
- The system shall display which procurement samples are available.
- DMEC LIMS will not need to integrate with every type of external lab processing. Case Management System should integrate. For example, microbiology results never pass through DMEC's lab. but DMEs need to view results.
- The laboratory system must support DME comments regarding prioritization of screens requested (in cases where specimen is limited) and preference of which specimens to test.
- The system shall support multiple follow-up process statuses and offer visibility of test statuses to DMEs and Lab staff (Case Pending (any Requested Material); Pending Investigative information; Pending Consultation; Pending Laboratory).

7.2 Receive Specimens and Test Orders

Purpose & Objectives:

Forensic Medicine may create specimens and test orders for the Forensic Laboratory to test. The lab must track all specimens and test orders received.

Actor/Role:

- Criminalist
- Note: Other lab staff may be involved such as evidence custodian, or lab technician.

Process Owner:

Chief of Forensic Laboratory

Trigger Events:

- Specimens are received at the lab.
- Test orders are received at the lab.

Pre-Condition:

- Specimens have been created and sent to the lab.
- Test orders have been created and sent to the lab.

Post-Condition:

• The Lab has received and "checked-in" all specimens and test orders for a case.

Use Case Flow:

- Criminalist reviews specimens received, performs reconciliation, and checks them into the lab. Note: Evidence Custodian or Lab Tech may conduct this step of the use case flow.
 - The system shall allow staff to review all specimens collected and confirm receipt of specimens.
- 2. Criminalist reviews all test orders received.
 - a. The system shall display all pending cases with an autopsy assigned and if specimens have been collected.
 - b. The system shall display all pending test orders for each case and status.
- Criminalist confirms receipt of all test orders. By confirming that test orders match specimens received, he/she can create a lab order to process specimens according to requests.
 - a. The system shall visually display test order and specimen lists as checked into the lab. The Criminalist shall benefit from a simple, side-by-side view to confirm that a case is ready for specimen processing.
 - b. The system shall provide relevant contact or processing instructions for external parties.

- Some specimens may be received and immediately sent out for external testing.
 - The systems shall allow staff to identify specimens have been sent out for external testing.
- Criminalist Finds Discrepancy Upon Specimen and Test Order Receipt:
 - o Case specimens are put on hold. Lab communicates with DME.

 In some cases, the system shall generate alerts automatically. For example, if lab staff scans and checks-in a specimen that the DME never claimed to have collected.

Cycle Time & Performance Metrics:

Specimens received match specimens sent

- Facilitate communication between laboratory staff and medical staff (e.g. notice of discrepancies, additional testing required).
- The system shall support barcoding of specimens and test orders, association with case records, and up-to-date location and status tracking through duration of lab processes.
- The system shall send test orders to the lab (See Form 15).
- The system shall interface with a Lab Information Management System (LIMS) and send specimen test orders to the LIMS.

7.3 Process Specimens, Evidence & Generate Test Results

Purpose & Objectives:

The Forensic Laboratory will process specimens and provide results against the test orders. Some processing will occur outside of DMEC facilities, but the Forensic Lab staff will track progress and manage expectations on behalf of Deputy Medical Examiners (DMEs) and other staff who may be waiting on results to complete case reports.

Actor/Role:

Criminalist

Process Owner:

Chief of Forensic Laboratory

Trigger Events:

Lab reviews instrument run data and posts a final result for the test order.

Pre-Condition:

Test Orders and specimens have been received by lab.

Post-Condition:

Lab has generated all requested test results and posted them.

Use Case Flow:

- Criminalist reviews lab testing raw data and determines if results are final.
 Note: Lab supervisor may need to approve test results and issue reports before they are released.
- 2. Criminalist posts final test results.
 - a. The system shall allow staff to send final test results for each case.

 Note: Different sections may be sent before others, within a single case.
 - b. The system shall interface with a LIMS to electronically receive test results (future requirements). In the short-term, the User shall be able to enter test results in the case management system and link to the case.
- 3. Criminalist confirms test results are posted.
 - a. The system shall display test results for each test order.
 - b. The integration of LIMS and case management system shall also provide a simplified view for Criminalists and DMEs who may want to view all results on a case-specific basis.

Alternate Flows:

Tool mark analysis and other specialized processing within Lab

Cycle Time & Performance Metrics:

- Turnaround time by test order type
- Volume of cases awaiting results

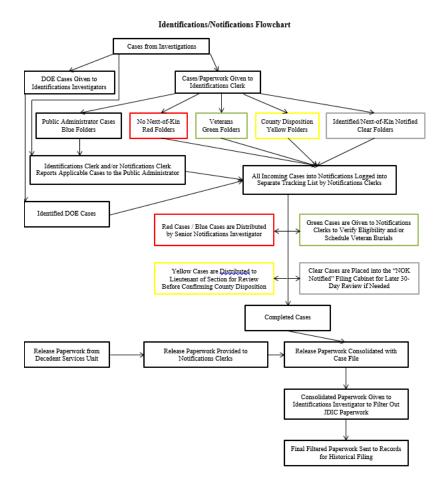
- The system shall track testing duration and projected time/date of results. This information shall be visible to all concerned parties (e.g. DME).
- The system shall notify DMEs when lab results are generated and released by lab staff.
- The system shall track work conducted (including volunteer hours).
- The system shall produce a report of the lab results for outside parties (e.g. LEA, courts).

8.0 Disposition, Release Planning & Release

This section covers use cases involving the Identifications and Notifications (IDNOT) team. There are several complicating factors that may impact the decedent's disposition /release. Specifically, a decedent may not be released until positive identification is established, Next-of-Kin (NOK) is identified and notified, and NOK makes arrangements for the decedent. Additional processing time may be required in cases where the Public Administrator must investigate the case for assets and the National Cemetery Scheduling Office must verify the decedent's eligibility to be buried at the Riverside National Cemetery.

The Identifications section manages unidentified decedents, or "DOE" cases, as in "Jane" or "John Doe". The Notifications section function is to find family (NOK) and notify of death in cases where handling Investigator has been unable to do so. Below, Figure 5 shows a high-level representation of steps for identification and notification. Note: The elements included in Figure 5 are not intended to represent a sequential process of identification and notification. Instead, this representation should reflect the process of a case floating through the IDNOT section.

Figure 5. Identifications /Notifications Flowchart



This section covers the following use cases:

Table 7. Disposition, Release Planning & Release Use Cases

Use Case # - Use Case Name	Description
8.0 Disposition, Release Planning & Release	
8.1 – Identification of DOE Cases	Identifications Investigators manage extended identification processes required for several types of DOE cases.
8.2 – Notifications	Notifications Investigators manage processes to identify and notify family/NOK.
8.3 – Track Decedents' Disposition	Notifications Clerks and sections Lieutenant manage disposition of decedents throughout post-autopsy/exam lifespan.

8.1 Identification of DOE Cases

Purpose & Objectives:

This use case captures the processes overseen by and connected to the Identifications Investigator responsible for due diligence required on unidentified, or "DOE" cases.

Actor/Role:

- Identifications Investigator
- Supporting Actor: Identifications Clerk

Process Owner:

Lieutenant of Identifications and Notifications

Trigger Events:

Decedent has not been positively identified in Preliminary Investigative Report.
 Investigation requires follow-up from Identifications section.

Pre-Condition:

 Investigator has performed his/her due diligence in attempting to secure positive identification but has not been successful.

Post-Condition:

Decedent has been identified.

Use Case Flow:

- 1. Identifications Investigator takes ownership.
 - a. The system shall provide capability to notify the Identifications section that a case is pending positive identification.
 - b. The system shall provide capability for initial Investigator to record and communicate the reason that he/she could not establish identification. This information shall be visible to Identifications Investigator upon case follow-up.

- c. The system shall generate confirmation of case transfer to Identifications. Information captured in this confirmation shall include date/time of transfer and name of person to whom case is assigned.
- d. The system shall update the case record status after case transfer to Identifications.
- 2. Identifications Investigator conducts due diligence to secure positive identification. Identifications Investigator documents the various searches and results of his/her research.
 - a. The system shall have the capability to record various search results in the process of identifying a DOE (e.g. Investigator's initial search, Identifications Investigator's extended search).
 Note: The current system records this information in case notes. The future state system shall provide the capability to record this information in a structured, specific location (e.g. "Identifications tab"). The collection of searches completed by initial Investigator shall be displayed in an obvious fashion to inform Identifications Investigator follow-up.
 - b. The system shall support the tracking of Identifications cases by type.
 - c. The system shall provide a simple display of case statuses within these tracking lists and generate alerts for necessary follow-up.
- 3. Upon completion of the research, Identifications Investigator updates the case with the findings.
 - a. The system shall notify the Notifications Clerks and Notifications section that a decedent has been positively identified.
 Note: Sharing this update with Notifications is a critical trigger for Notifications follow-up to locate/notify family (in cases where family/NOK was not previously identified and notified, but forced to wait for positive identification before being able to make arrangements).
- If NOK notification is still outstanding, then Notifications completes location/notification of NOK and Notifications Clerk consolidates complete Case File with release paperwork from DSU.
 - a. The system shall support the consolidation of all information within the decedent case file.
- 5. Identifications Investigator reviews the consolidated Case File, in order to remove any sensitive JDIC paperwork that should not be released by Records.
- 6. Once the Identifications Investigator has removed all sensitive JDIC paperwork, the Case File is sent to Records.
 - a. The system shall send/store final filtered paperwork for historical filing.

- County Disposition ("Hard DOE"):
 - When a supervisor determines that a DOE case Identification Investigator has exhausted efforts to establish a positive identification, he/she may decide to initiate County Disposition.

- Turnaround time by case type
- Volume of cases awaiting identification
- Volume of cases awaiting County disposition
- Volume of cases awaiting Public Administrator disposition

- The system shall generate notice of "10-Day and Over" cases (and other cases requiring IDNOT review and/or action).
- The system shall support, update, and generate report capabilities for a Supervisor Master Tracking List.
- The system shall support notifications to the Public Administrator for applicable cases.
- The system shall support shared alerts between Identifications and Notifications sections, so that both sections are aware of the real-time status of a case.
- The system shall provide supervisor with birds-eye view of case statuses.
- The system shall provide the capability to track whether bone specimen has been sent to CA DOJ or DMEC lab for kinship analysis or DNA retention.
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

8.2 Notifications

Purpose & Objectives:

This use case captures the processes overseen by and connected to the Notifications Investigator responsible for identifying and notifying the decedent's family/Next-of-Kin (NOK). As a point of clarification, DOE cases are not the only cases that may require NOK identification and notification. This use case may apply to cases with identified individuals.

Actor/Role:

- Notifications Investigator
- Supporting Actors: Section Lieutenant, Identifications Section Notifications Clerks
 Note: Although the Identifications Investigator is primarily focused on the positive
 identification of a decedent, he/she may also notify NOK once identification has been
 established.

Process Owner:

Lieutenant of Identifications and Notifications

Trigger Events:

Decedent has been positively identified, but the NOK has not been located or notified.

Pre-Condition:

 Investigator assigned to the case must have performed his/her due diligence in attempting to locate/notify the NOK, but has not been successful. Follow-up is required from Notifications section.

Post-Condition:

NOK has been located and notified of death.

Use Case Flow:

- 1. Notifications Investigator takes ownership of case.
 - The system shall provide capability to notify Notifications Investigator and associated supervisors of NOK cases requiring follow-up (pending location/notification of NOK).
 - b. The system shall generate confirmation of case transfer to Notifications section.
 - c. The system shall update the case record status after case transfer to IDNOT.
- 2. Notifications investigator conducts due diligence to locate NOK contact information and notify NOK.
 - The system shall have the capability to record various search results in the process of locating and notifying NOK (including Investigator's initial attempts to locate/notify NOK).
 - Note: This information is currently stored in case notes. The future state system shall store this information in a structured, specific location (e.g. "Notifications tab") to clearly describe Investigator's initial attempts to locate/notify NOK and to inform Notifications follow-up.
 - b. The system shall support the tracking of Notifications cases by type.
 - c. The system shall provide a simple display of case statuses within these tracking lists and generate alerts for necessary follow-up.
- 3. Upon completion of the research (i.e. location of NOK), Notifications Investigator updates the case with the findings.
 - a. The system shall notify the Notifications Section that NOK has been located.

- 4. Notifications Investigator notifies appropriate parties of decedent's death and property for release. He/she marks the case complete.
 - a. The system shall allow staff to indicate that NOK have been notified of death.
 - b. The system shall allow staff to indicate that NOK have been notified that the decedent is available for release.
- 5. Notifications Clerk consolidates complete case file with release paperwork from DSU.
 - a. The system shall support the consolidation of all information within the decedent case file.
- 6. Identifications Investigator reviews the consolidated Case File, to remove any sensitive JDIC paperwork that should not be released by Records.
- 7. Once the Identifications Investigator has removed all sensitive JDIC paperwork, the Case File is sent to Records.
 - a. The system shall send/store final filtered paperwork for historical filing.

- County Disposition (pending Notification):
 - When a supervisor determines that a pending notification case Notification Investigator has exhausted efforts to locate/notify NOK, he/she may decide to initiate County Disposition.
- Notifications Clerk Makes Death Notification:
 - In some cases when family of a decedent calls into IDNOT inquiring about the death of a decedent, the Notifications Clerk who answers the call may be responsible for sharing the death notification. Otherwise, Notifications Investigators are responsible for handling death notifications.
- Decedent Identified, but NOK Never Identified (stuck in Notification):
 - "Red Folders" are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
 - The system shall track cases where decedent is identified but no know NOK are identified.
 - The system shall track cases where Next of Kin are identified but have not been notified of death.
 - The system shall alert staff of cases where NOK are not identified or not yet notified.
 - Exhaustive search is conducted (See Identifications-Notifications Guidelines Next-of-Kin Search Fulfillment document).
 - The system shall track if investigators make updates to pending NOK identification or notification status until NOK are identified.
- Public Administration (PA) Case:
 - Once located and notified, NOK may not have enough money to make arrangements (i.e. pay for the release of decedent).
 Note: In these cases, the decedent's estate must have enough value for the PA to take from it and make arrangements.
 - Additional conditions under which a case may be referred to the Public Administrator's Office include, but are not limited to the following:
 - NOK is unknown, but the decedent's estate has sufficient assets to for the PA to make burial arrangements.

- NOK is out of the country and/or desires to have the PA's assistance in handling arrangements/estate.
- Decedent property is at risk of being damaged or stolen (PA must be immediately notified, if NOK is pending).
- "Blue Folders" are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
 - The system shall allow staff to indicate the disposition of a decedent will be with the PA.

- Turnaround time by case type
- Volume of cases awaiting NOK notification
- Volume of cases pending arrangements 10 days and 30 days after NOK notification
- Volume of cases awaiting County disposition
- Volume of cases awaiting Public Administrator disposition

- The system shall notify the Supervising Investigator of the Notifications section when a body has been in DMEC care and NOK has been notified for more than 10 days. At this time, a 10-Day Letter shall be generated and sent to NOK to remind them to make arrangements. Once a body has been in DMEC care and NOK has been notified for more than 30 days, the Supervising Investigator and Notifications Clerks shall be notified, so that follow-up can be performed with NOK to determine why arrangements have not been made.
- The system shall support, update, and generate report capabilities for a Supervisor Master Tracking List.
- The system shall support notifications to the Public Administrator for applicable cases.
- The system shall support shared alerts between Identifications and Notifications sections, so that both sections are aware of the real-time status of a case.
- The system shall provide supervisor with birds-eye view of case statuses.
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

8.3 Track Decedents' Disposition & Release

Purpose & Objectives:

Regardless of decedent process flow throughout DMEC, the case status and status of final disposition shall be tracked and managed by DMEC staff. This use case documents the process of tracking decedent disposition.

Actor/Role:

- Notifications Staff
- Supporting Actor: Lieutenant of Identifications and Notifications Sections, Notifications Clerks, Supervising Investigators, and Identifications Staff Note: Notifications Clerks and Supervising Investigators are primarily responsible for managing the status of case disposition. Notifications Investigators shall also perform these tasks, but current state case volumes inhibit bandwidth. As a result, Notifications Clerks and Supervising Investigators own these responsibilities. Additionally, Identifications personnel may be involved if they have already established contact with NOK and the decedent's release was waiting on positive identification (Case File will still be transferred through Notifications).

Process Owner:

Chief of Operations

Trigger Events:

- Decedent has been positively identified and the NOK has been located/notified.
- Decedent has not been identified and thus there is no family/NOK to contact (See Alternate Flows for County Disposition, PA-Handling, and Indigent Veteran Burial).
- Decedent has been identified, but family/NOK is unable to make arrangements (See Alternate Flows for County Disposition, PA-Handling, or Indigent Veteran Burial)
- Decedent has been identified, but family/NOK is unwilling or has not made arrangements after 30 days from notification (See Alternate Flow for County Disposition).
- Decedent has been identified, but family/NOK requests Public Administrator (PA) assistance (PA handles disposition, if there are sufficient funds in decedent's estate).
- Decedent has been identified, but family/NOK has not been located/notified and the decedent has sufficient money in his/her estate to make arrangements (See Alternate Flow for PA-Handling).
- Decedent has been identified, but family/NOK has not been located/notified and the decedent was eligible for an indigent veteran's burial (See Alternate Flow for Indigent Veteran Burial).
- Decedent has been identified, family/NOK has been located/notified, insufficient funds to make arrangements, and decedent is confirmed as an eligible veteran (See Alternate Flow for Indigent Veteran Burial).

Pre-Condition:

- Decedent is in the custody of DMEC and has been identified as ready for release.
- Next of Kin (NOK) has been notified of death.

Post-Condition:

Decedent has been released.

Use Case Flow:

- 1. Notifications Staff accepts decedent case for disposition. Identification has been confirmed by Investigator, along with notification of Next of Kin (NOK).
 - a. The system shall designate identified decedents with identified NOK that have been notified of death and where the decedent is ready for release.
- 2. Notifications Staff confirm that NOK has identified a mortuary and is able to pay for release from DMEC.
 - a. The system shall have the capability to connect payments received from the NOK to the CMS case record, as such payments are tracked and processed by Public Service staff.
 - Note: The actual cash or check is provided to the accounting department for deposit and other accounting.
 - Note: IDNOT does not handle payment processing. All payment checks are to be received through Public Services.
- 3. Notifications Staff confirm that release forms are complete, including a final photo of release and confirmation that there is no outstanding specimen missing from decedent (e.g. bone specimen sent to DOJ for analysis). DSU supervision must be engaged at this point. This ensures that the whole decedent/remains can be released.
 - a. The system shall confirm there is no outstanding specimen needing to be release, before release, so how decedent is release (e.g. includes any bone specimen sent for analysis)
 - b. The system shall allow staff to update cases with release information collected from party accepting decedent and final photo of decedent at release.
 - c. The system shall record the DSU supervisor and /or any other DMEC involved in the release of the decedent per chain of custody tracking.
- 4. Mortuary staff arrives and picks-up decedent body on behalf of NOK.
 - a. The system shall require that all cases have decent identification verified by the FA and FA Supervisor before decedent may be released.
 - b. The system shall provide capability to verify and document mortuary staff and generate notifications (internal and external (e.g. NOK)) of decedent release.

- Indigent Veteran Burial:
 - If decedent was a veteran without NOK, or a decedent whose NOK is unable/does not want to make private arrangements, then the decedent may qualify for an indigent veteran's burial at the RNC instead.
 - "Green Cases" are confirmed by Identifications Clerk and given to Notifications Clerks, who verify eligibility and/or schedule veteran burials.
 - o The system shall allow staff to indicate cases for veteran burial.
 - See Identifications-Notifications Guidelines Indigent Veteran Burials document.
 - Note: If the decedent is eligible to be buried at the RNC and the NOK desires County Cremation, then County Cremation will not be allowed, as the DMEC/LAC does not place indigent veterans through the County Disposition process.

- County Disposition ("Hard DOE", pending Notification, or NOK unable to pay for release):
 - When a supervisor determines that a DOE case Identification Investigator has exhausted efforts to identify the decedent and/or a pending notification case Notification Investigator has exhausted efforts to locate/notify NOK he/she may decide to initiate County Disposition.
 - The system shall allow staff to update the disposition of a case to County Disposition.
 - Similarly, if the NOK is unable to pay for decedent release due to funding, County Disposition shall be offered.
 - The system shall provide the capability to generate County Disposition paperwork as an option from the case (paperwork already consisting of the decedent's pre-filled information and the case's pre-filled information).
 - The system shall support immediate mailing of generated paperwork to NOK to prevent any delays in releases.
 - IDNOT staff coordinate disposition and case record is updated to reflect final status.
 - The system shall allow staff to indicate decedent has been released to County Disposition.
- Decedent Identified, but NOK Never Identified (stuck in Notification):
 - After exhaustive search, IDNOT confirms disposition to Public Administrator (if decedent's estate has enough assets to allow for PA to make arrangements) or County Disposition.
- Public Administration (PA) Handling:
 - Once located and notified, NOK may not have enough money to make arrangements (i.e. pay for the release of decedent).
 Note: In these cases, the decedent's estate must have enough value for the PA to take from it and make arrangements.
 - Additional conditions under which a case may be referred to the Public Administrator's Office include, but are not limited to the following:
 - NOK is unknown, but the decedent's estate has sufficient assets to for the PA to make burial arrangements.
 - NOK is out of the country and/or desires to have the PA's assistance in handling arrangements/estate.
 - Decedent property is at risk of being damaged or stolen (PA must be immediately notified, if NOK is pending).
 - "Blue Folders" are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
 - The system shall allow staff to indicate the disposition of a decedent will be with the PA.

- Volume of cases by disposition status
- Throughput by case type

Required Capabilities in Future State System:

The system shall support the capability to track case status.

- The system shall provide Notifications Clerks and supervisors with the ability to track pending cases and it shall provide the capability to assign follow-up tasks for disposition.
- The system shall report on and display the data currently tracked in the Supervisor Master Tracking List and Body Reconciliation List (BRL).
- The system shall track the Crypt inventory including, but not be limited to the following fields:
 - Crypt #
 - Crypt space type (Regular, Heavy, Decomposed, etc.)
 - Case #
 - Notification Investigator
 - Notification Pending (status)
 - Received in Notification (status)
 - # Days Pending Notification
 - In Veteran Burial Process
 - o In Public Administrator (PA) Process
 - Waiting on Next of Kin (NOK)
 - Ready Date
 - Current Date
 - # Days Ready
 - # Days since Legal NOK notified of death, so DMEC may determine when to send 10-Day Letter and when to consider cases for County Disposition (>30 days)
 - In Identifications
 - Investigation Status
 - Examination Status
- The system shall provide notifications when parameters of the crypt inventory approach and cross different thresholds, for example if the crypt is approaching full capacity, and number of decedents in different statuses like pending ID/NOT, ready for release /waiting on NOK, or no exam yet.
- The system shall provide the capability to indicate to Notifications section staff whether a decedent may be a veteran.
- The system shall provide the capability to reflect decedent name changes in real-time. For any name changes that occur through positive identification or updates, the most upto-date full name must display throughout the system immediately. This will prevent decedent releases in error (especially in cases where decedents share a name).

9.0 Manage Public Requests

This section addresses use cases and requirements surrounding the interaction between DMEC and the public which it serves. While decedent case initiation and processing are covered in preceding use cases, this section addresses the variety of additional tasks which must be fulfilled by the department to fully serve the community.

This section covers the following use cases:

Table 8. Manage Public Requests Use Cases

Use Case # - Use Case Name	Description
9.0 Manage Public Requests	
9.1 – Perform Self-Service Inquiry	Members of the public contact DMEC with requests for public-facing services and frequently asked questions (beyond decedent report initiation).
9.2 – Manage External Request	DMEC staff manage a variety of incoming requests from the public (beyond decedent report initiation).
9.3 – Create Death Certificate	Certifications staff create an official copy of the Death Certificate upon request.

9.1 Perform Self-Service Inquiry

Purpose & Objectives:

DMEC provides a public facing website for residents to find answers to common questions and to serve as a common entry point for a variety of non-death reporting interactions.

This use case assists Los Angeles County residents in viewing assorted DMEC information and accessing website-enabled actions.

Actor/Role:

Public Citizen

Process Owner:

Chief of Public Services

Trigger Events:

Public citizen requires service from DMEC and contacts DMEC.

Pre-Condition:

 DMEC staff contact information on the website is up-to-date and necessary DMEC staff are available to support requests.

Post-Condition:

- Inquiry has been resolved to satisfaction.
- The results of a self-service inquiry are displayed to the Public Citizen.

Use Case Flow:

- 1. The Public navigates to the DMEC public website (http://mec.lacounty.gov/) and explores its tabs to find desired inquiry listing.
 - a. The system shall present a list of common services that may include but are not limited to:
 - i. Case Search and basic information visibility
 - ii. Transportation fee payment (payment services)
 - iii. Property declaration
 - iv. Tour inquiry
 - v. Bloodborne pathogen testing education
 - vi. Laboratory requests
 - vii. Grief/bereavement resources
 - viii. Death certificate education
 - ix. Media and press release coordination
 - x. Vendor registration
 - xi. Employment inquiries (jobs/fellowships/internships/volunteers)
 - xii. Additional billing services
 - xiii. Coroner's gift shop
 - xiv. Unidentified Jane or Joe Doe (search for unidentified decedents)
 - xv. Submit Public Records Request (like statistical information)
 - xvi. Contact Us
 - 1. Email & Ask question
 - 2. Phone
 - 3. Forms
- 2. Public initiates an inquiry.
 - a. The website shall direct the user in a logical path to his/her desired source of information and/or contact information.
 - i. Email & Ask question
 - ii. Phone
 - iii. Forms
 - b. The system shall send email confirmation to public user confirming service fulfillment.
 - c. The system shall create/send email receipt of fees paid.
- 3. Public completes his/her request.
 - a. The system shall generate a unique number for service request and type of document(s) ordered.
 - b. The system shall allow staff to identify how many document types were requested, and how many copies were requested in each request.

- Email Arrives from Public:
 - o Initially, the email might not be directed to the appropriate staff member.
 - Admin Deputy Secretary reviews email to determine correct staff member to fulfill requests.
- Public arrives at DMEC Facilities In-Person, Checks-In at the Reception Desk at OAB:
 - Reception Desk staff records who arrives.
 - o Public completes forms at Reception Desk.

- Document Order Form
- If Case is old (circa 1800s), then Reception Desk takes request and forwards it to Records.
 - Records researches Case File location and pulls the record.
- Record Is Unavailable (i.e. "Deferred" status):
 - Reception Desk staff will let Public know that the report is not available because it is deferred. The Public has an option to pay first, or to wait for record to exit deferred status prior to payment.
- Public reguests report on number of security hold cases
 - The system shall allow staff to identify the number of cases on security hold.
 - The system shall notify staff if a case is on security hold and limit information that is provided publicly.

- Metrics enabled by modern call center technology (e.g. hold times, dropped calls, call/service time)
 - Including for Records, Property, and Certifications
- Volume of inquiries by channel
- Website performance metrics
- Number of people inquiring in-person
- Number of Document Orders, when completed, and by whom completed
- Report of outstanding Public Requests (10 business days)
- Age of Security Hold Cases

- The system shall include modern call center technology wherever the Public may direct their phone calls.
- The system shall produce printer-friendly pages of inquiry results for Public to be able to print a well-formatted document.
- The system shall have data persist from one screen to another when data fields are the same so the user does not have to repeat data input on multiple screens (search inquiries).
- Directed email inquiries are hyperlinked on the public site.
- Any follow-up calls on the same case/service request shall be associated to the initial service request identifier.
- The system shall generate reports to support billing (i.e. report of cases requiring billing).
- The system shall support credit card payments. The payment module must meet industry security and privacy standards.
- The system shall record all requests for future analysis.
- The web application should, where possible, integrate to the case management system and system of records to eliminate the need for manual updates to data feeds.

9.2 Manage External Request

Purpose & Objectives:

Any call that is not reporting a death and any requests from outside of DMEC are managed by DMEC staff to fulfill a variety of departmental responsibilities and public services. Division desks with phone lines that may be reached by an external request include, but are not limited to the following:

- Main Line
- Subpoena
- Certifications
- Records
- Property
- Billing
- Gift Shop
- PIO
- Law Enforcement Desk

Actor/Role:

Public Services Staff

Process Owner:

Chief of Public Services

Trigger Events: (reconcile with self- service inquiry use case)

- Case search and information request (including request for Public Information Officer (PIO)), including various data requests (i.e. tabular [Excel] files)
- Request for records (death certificate, case file)
- Request for decedent status (ready for release)
- Search for unidentified decedents (DOEs)
- Property declaration
- Request for evidence
- Transportation fee payment
- Public records request (e.g. statistical information)
- Additional billing services call
- Educational outreach call
- Tour inquiry
- Bloodborne pathogen testing education call
- Laboratory request
- Grief/bereavement resources inquiry
- Death certificate educational inquiry
- Media and press release inquiry
- Vendor registration call
- Employment inquiry (jobs, fellowships, internships, and volunteers)
- LEA request for update
- Gift shop inquiry
- Mortuary requests DMEC complete death certificate
 - Document requests: Case files, autopsy reports, Port of Entry, Proof Death Letter
- Contact Us inquiry (email, online form, and phone)

Pre-Condition:

- Public Services staff are available and accessible from any reception area within DMEC (phone or in-person).
- OR as appropriate, Public Information Officer is available

Post-Condition:

- External request has been satisfied and/or external party has received instruction on remaining steps of his/her desired sequence of events.
- System creates a case log for every incoming request.

Use Case Flow:

- 1. Public Services staff receives a phone call request from a public party (non-death reporting). The phone call is transferred to appropriate Staff to fulfill Public's request.
 - a. Incoming request categorization and transfer protocol are established to direct all incoming communications to the appropriate desk within DMEC.
- 2. Staff answers the phone and logs caller's name and relation to the decedent, if applicable.
 - a. The system shall provide visibility—with necessary permissions in place—to any relevant case information related to the caller.
 - i. Note: The system must have the capability to protect access to sensitive information to authorized staff either by roles or rule.
 - b. Process flows are defined and visible, automatically prompted for Public Services staff based on specific trigger event.
 - c. The system shall automatically generate request log (e.g. name of caller, time of call / time request was received, type of request, DMEC staff assigned, call duration).
- 3. Public Services mails out letter based on phone call request. Staff identifies service and associated fee to be collected.
 - a. The system shall allow staff to generate letter with service request information, and fee to be paid (bill stub), with instructions on how to pay fee.
 - b. The system shall allow staff to record date the Fee Letter was sent to requestor.
 - c. The system shall record which staff member handled the request.
 - d. The system shall allow Public to pay service bill online.
 - e. The system shall allow staff to record payment received via USPS.
- 4. Public Services obtains the document (e.g. autopsy report, etc.) and sends it out to requestor.
 - a. The system shall allow staff to record that the document was sent out and service request has been fulfilled.
 - b. The system shall record date document was sent out.

- DMEC staff may be able to provide information over the phone that satisfies the caller's request
- Requests are Received Via Email, USPS, Fax:
 - o The system shall generate a notification to the receiving party within DMEC.

- Like the use case flow of phone call requests, the system shall facilitate transfer of case—retaining preferred method of communication—to the appropriate division contact.
- Document orders/credit cards cannot be taken over the phone.
 - Note: This is covered above Fee Letter is sent out.
- Call to Main Line when Call Is Reporting a Death:
- Main Line (0512), transfers call to Reporting Desk.
 - Call to Reporting Desk when Call Meant for Main Line (or anyone within department):
 - o The call gets transferred to the appropriate division/section.
- Reception Desk Finds Loved One:
 - The system shall provide searchable, relevant case information. Upon confirmation, the RD staff shall transfer the call to the acting Investigator.
- After Hours Call to Main Line:
 - The system shall automatically redirect calls to the Reporting Desk/Watch Commander. RD staff will log Public Service requests.
 - Watch Commander may transfer call to appropriate division/section for caller to leave voicemail.
- Request Received In-Person at DMEC:
 - See Alternate Flow of Public Self-Service Inquiry.
- Public Services Needs to Extract Documents for Release:
 - o The system shall display case file forms and information electronically.
 - The system shall identify publicly available information for release.
 - o The system shall identify information available for release under a subpoena.
 - o The system shall allow staff to select forms from the case file to print.
 - Staff identifies forms to print.
 - The system shall generate case file formatted for printing.
- PIO:
 - Note: PIO is not in Public Services. A call that goes to PIO will trigger PIO to request records from Records desk.

- Service times across request categories
- Number of Document Orders, when completes, and who completes,
- Report of outstanding Public Requests (10 business days)

- Request loa
- The system shall have Alerts and Tasks lists on outstanding service request lists/pending items, task lists (i.e. dashboard alert).
 - o Alert division/section assigned to fulfill request (versus specific staff assigned).
- The system shall allow service request to transfer service request assignment to a different staff member and notify supervisor.
- Public Service can see case status information including, but not limited to:
 - Legal NOK
 - Autopsy complete (Y/N)
 - Body ready for release (Y/N)
- Reporting
- Case file is available electronical and formatted for print.
- Redaction

- Watermarking
- PIO has capability of saving URL's or text of news stories within the case

9.3 Create Death Certificate

Purpose & Objectives:

DMEC staff receives requests for official death certificates from mortuary staff on behalf of families. DMEC information is added to the decedent's record in the California Electronic Death Registration System (CA-EDRS or "EDRS") to create a "working copy" that can then be shared with the health department. This contribution by DMEC staff allows the family to bury the body of the decedent. EDRS is the dedicated state system for "electronic death certificate origination and registration".

Actor/Role:

Certifications staff

Process Owner:

Chief of Public Services

Trigger Events:

 Mortuary emails Certifications inbox with decedent's name, case number, and EDRS number.

Pre-Condition:

- Decedent's family or representative has an assigned mortuary.
- Mortuary has started death certificate by entering personal information (PII) about decedent in EDRS.
- EDRS number exists for decedent.

Post-Condition:

- Official death certificate ("working copy") has been created and made available for requesting party.
- System contains updated record of information and request history.
- Case information, including cause of death, is collected and entered into EDRS.

Use Case Flow:

- 1. Certifications staff receives a request for death certificate from mortuary staff, and researches DMEC case number.
 - a. The system shall allow staff to search DMEC case number and view information (e.g. decedent's PII, cause of death has been determined)
 - b. The system shall display case file information see Form 15 Medical Report pink copy, Form 1 Investigative Report for information.
 - c. The system shall track the request for death certificate.
- 2. Certifications staff enters EDRS number into EDRS system and identifies decedent case record.
 - a. Once identified, the system shall allow staff to add an EDRS case number as part of the DMEC case file.
- 3. Certifications staff views death certificate information previously entered by mortuary.
 - a. EDRS shall display current death certificate information.

- 4. Certifications staff confirms necessary source information and enters information into EDRS (date, time of death, cause of death, Boxes 7 & 8 then down to Box 101).
 - a. EDRS shall record updated information from DMEC.
- 5. Certificates staff updates the date of death on the EDRS case record.
 - a. Note: EDRS requires a date of death for mortuaries to start a death certificate. DMEC Certifications staff will be trained to regularly update this field as necessary to more accurately reflect decedent's date of death based on case notes.
- 6. Certificates staff processes case information into EDRS.
 - a. EDRS shall perform completeness validation, auto-save, spellcheck, and input validation.
- 7. Certificates staff accepts certificate, attests to medical info, and prints an updated working copy from EDRS.
 - a. The system shall update EDRS record and memorialize document information at time of print.
 - b. The system shall identify who completed EDRS record and when it was completed.
- 8. Certification staff notifies mortuary that the EDRS record has been completed (e.g. via email).
 - a. The system shall present this contact information as part of the Certifications view of the DMEC case record.
- 9. Certifications staff indicates that death certificate has been completed.
 - a. The system shall allow staff to indicate death certificate has been completed in EDRS.

Alternate Flows:

- Multiple EDRS Numbers for Single Decedent:
 - For example, if decedent passes at Harbor (LAC hospital), then Harbor creates an EDRS record—even though receiving mortuary may also create an EDRS number. This incidence of multiple EDRS numbers is not unique to Harbor.
 - If two EDRS numbers exist for a single decedent, then Certifications staff will use the decedent's name to pull up the correct EDRS record.
- Info from Mortuary Does Not Match DMEC Info (e.g. name mismatch):
 - Certification staff will contact mortuary.
 - Mortuary may update death certificate information.
- Case Is in "Deferred" Status (e.g. DOEs):
 - Certification staff will let mortuary staff know that case is deferred and reason for "deferred" status:
 - Cause of death is deferred, but decedent's identity is known.
 - Certifications enters "deferred" cause of death into EDRS, allowing the Registrar to issue the death certificate as deferred.
 - An amendment must be issued later when the cause of death is determined.
 - Decedent's identity is not known.
 - Identifications may issue a certificate for John or Jane Doe so the decedent can go to County Disposition (cremation).

- Certifications staff will update EDRS record with deferred cause (death certificate will not be issued).
- Body Is Not Ready for Release:
 - DMEC will not create a death certificate. DMEC waits until final mortuary is identified so that multiple EDRS records are not created.
- "Indigent" cases that do not get claimed are transferred to Notifications department.

Write Amended Cause and Supplementary Medical Report:

- This happens on occasion, but more likely is that cause of death was "deferred" and becomes determined later.
- When a DME updates cause of death in DMEC system, the system shall notify Certifications staff of an updated Cause of Death to be propagated to EDRS.

Cycle Time & Performance Metrics:

Response time

Required Capabilities in Future State System:

- The system shall support information stored on Form 15 and Form 1 (or equivalent).
- The system shall allow staff to record case notes (i.e. regarding mortuary).
- The system shall track which mortuaries receive decedents.
- The system shall interface directly with the State death certificate system (EDRS), avoiding multiple entries of the death certificate information.

10. List of Improvement Opportunities

To expand upon items listed in Section 1.2 (#1-5 below), the following improvement opportunities were generated from DMEC workshop discussions and executive leadership input.

- Improve Reporting Desk processes to capture additional information to better position Investigators to determine jurisdiction, improve dispatch time, and reduce Non-Jurisdiction Cases.
- 2. Improve customer (Next of Kin; hospital staff) satisfaction and NAME compliance by establishing a new process for hospital pick-up ("Bedside Pick-Up").
- 3. Reduce backlog build-up and improve NAME compliance by increasing weekend staffing levels (Staff to 90th Percentile).
- 4. Improve time from arrival at DMEC to exam completion by changing the decedent preparation processes and reducing unnecessary movements into and out of the crypt (View Intake/Prep/Exam as Manufacturing).
- 5. Reduce time from pickup to start of examination by streamlining the report requirements (preliminary vs. final report).
- 6. Improve lab efficiency by automating manual processes. For example, several instances of manual input are currently required to pass case data between laboratory equipment and the Access database. By integrating systems (case management system and Laboratory Information Management System (LIMS)), the associated delays and potential for human error can be reduced.
- 7. Establish a single system of record for case accuracy and visibility across business units (ex: single, electronic evidence report).
- 8. Improve Reporting Desk technology, by introducing modern call center technology. The introduction of a Provision modern PBX (Private Branch Exchange)/ACD (Automatic Call Distribution) system with industry statistics will empower DMEC to intelligently staff the Reporting Desk and analyze incoming communication data.
- 9. Collect medical records at time of hospital pick-up to streamline case management between decedent retrieval and medical assessment and autopsy/exam.
- 10. Update evidence log to improve front-end processing for exams. As mentioned above, an electronic evidence log may deliver valuable, shared access to multiple parties who rely on the document for their associated processes. In addition to the digitization, DMEC may consider improved workflows around the evidence log to ensure their availability in a shorter time frame. Delays spent "searching for the evidence log" should be targeted and reduced.
- 11. Proactively handle Law Enforcement Agency (LEA) courtesy calls to reduce delays. By establishing a standard time for LEA-associated autopsy/exam starts, interested agents may coordinate their own schedules to assess decedents on-site at DMEC (preautopsy/exam). As a result, DMEC medical staff will no longer hold decedents for a two-hour courtesy window on a case-by-case basis.
- 12. Utilize Forensic Technicians (FTs) in labeling and "collection" of autopsy specimens (scanning in specimens that have been collected and labelled). This responsibility shift in autopsy/exams should reduce post-exam delays as well as confusion and errors arising from unlabeled specimens.
- 13. Investigate opportunities for a mobile workforce. Develop use cases to explore advantages and limitations for staff and how mobile access impacts case management. Based on the findings, explore types of device options for access.



LOS ANGELES COUNTY MEDICAL EXAMINER-CORONER

CONTRACT NO. CASE MANAGEMENT SYSTEM

Exhibit A-SOW

SAMPLE DELIVERABLES EXPECTATION DOCUMENT (DED)

Deliverable Expectations: *Deliverable Name*

Project Deliverable Number:	Title of Deliverable:
Draft Submission Due Date:	County Draft Review & Comment Period:
Final Submission Due Date:	County Final Review & Comment Period:
Reviewed By Required: <yes by="" no="" whom="" –=""></yes>	Deliverable Document Format:
Deliverable Owner (County): <name, role=""></name,>	Deliverable Author (Vendor): <name, role=""></name,>

Deliverable Description and Purpose:

Describe (Recommend only 200 words max).

Deliverable Scope / Content Expectations:

- Include a deliverable sample and/or outline
 - o Component or attribute
 - o More
 - o More
 - o More
 - o More
- Provide a summary list of artifacts to be delivered and their format

References / Standards Used to refer to any documents used to develop the deliverable (and by which it was be assessed) e.g. PMBOK, IEE, Vendor Project Management Methodologies, other project deliverables, etc.		
Deliverable Acceptable: The document is in full compliance with the approved DED and required content areas documented above.		
	Rework Required: The document substantially in compliance with the approved DED and required content areas documented above. However, there are omissions or errors that need to be corrected before the document can be approved.	
	Unacceptable: The document was not in compliance with the approved DED and required content areas documented above. There were significant omissions in content and or errors that need to be addressed before the document can be fully reviewed.	



LOS ANGELES COUNTY MEDICAL EXAMINER-CORONER

Contract NO. ME2021-01-C

FOR

CASE MANAGEMENT SYSTEM

STATEMENT OF WORK EXHIBIT A

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1.0 SCOPE OF WORK

This Exhibit A ("Statement of Work" or "SOW") sets forth the scope of work for Los Angeles County's ("County") on behalf of the County's Department of Medical Examiner-Coroner ("DMEC"), whereby the County seeks to obtain a medical examiner-coroner Cloud Based Software as a Solution (SaaS) Case Management System software (as further described herein, "CMS") and professional services to implement and deploy the software (as further described herein, "Services").

1.1 Scope of Work Overview

DMEC contract with an organization (Contractor) for the implementation of a SaaS Case Management System (CMS) that is targeted for Medical Examiner and Coroner business processes. The new CMS shall provide the following capabilities:

- Business Process Management (BPM) to support tracking the workflow of a death investigation case and National Association of Medical Examiner (NAME) cycle time tracking. BPM and NAME cycle time tracking capabilities include:
 - Track Elapsed Case Time (supporting "clock start and stop" and exceptions per NAME standards) as well as various incremental process and subprocess times throughout the case life cycle.
 - Assignment of Staff for workforce/resource management to allow cases to be processed efficiently within NAME standards
- Field team support via mobile devices
- Case Management Structured data fields for key case information and comment fields for internal case notes and formal narratives
- Labels and barcoding
- Location and Chain of Custody management for decedent bodies, digital and physical evidence, personal property

In addition to the system capabilities to be provided by the software solution, DMEC will engage a Contractor to provide the following implementation services:

- Project Management
- Requirements Validation
- System Configuration
- Data Conversion
- Integration with Current and Future Systems
- Training
- Deployment Strategy
- Maintenance and Support

1.2 Department of Medical Examiner-Coroner (DMEC) Operation Overview

1.2.1 DMEC Background

DMEC is mandated by law "to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual deaths; unattended deaths; [and] deaths where the deceased has not been attended by either a physician or a registered nurse...in the 20 days before death" (California Government Code, Section 27491).

Approximately 19,000 deaths are reported to DMEC each year and jurisdiction is accepted on approximately 9,500 cases. These cases are investigated by DMEC; a postmortem examination is performed and a cause and manner of death are determined and recorded on the death certificate. Identification, notification of next of kin, management of property and evidence, and production of final reports, are also core tasks associated with the investigation.

To manage the quality and timeliness of its work, DMEC has identified internal performance standards and adopted National Association of Medical Examiner (NAME) Accreditation Standards. DMEC currently has provisional accreditation status with NAME and continues to improve case management processes in order to meet accreditation standards and obtain full accreditation status.

DMEC developed its first Department-wide computer system in the early 1990s. This system included the first version of CME (Coroners and Medical Examiners), a SaaS case management system that is still in use today. The system has been modified and is no longer supported by the vendor. The County implemented ECFS (Electronic Case File System) to replace CME developed using the xCP workflow environment on Documentum. DMEC currently is using ECFS version 2 implementation for select case management functionalities (e.g. specimen barcode creation, physical case file tracking). An attempted upgrade to ECFS version 3 has not been adopted by users in production. As a result, Excel workbooks, Access databases, paper forms and photocopies are relied upon in several key business process areas to supplement current case management systems. These additional case management solutions include but are not limited to property management ("Property Black Book"), evidence management (the paper "Evidence Log" and "Evidence Access DB"), and crypt management ("Crypt & Decedent Tracking Excel").

DMEC wishes to move from its current paradigm of a nearly completely paper-based case file system to one where most of the case-related information is managed in a computer-based Case Management System in addition to the paper file, to whatever extent it exists. For example, currently there is no digital representation of exam reports, exam diagrams, or other key documents in the case management system. The new system should be able to allow an authorized user to completely or nearly completely review an entire case "file" in one sitting at his/her workstation using only the case management system.

In 2019, the DMEC conducted a Business Process Improvement (BPI) effort to identify improvement opportunities. DMEC has implemented some of the identified

changes, piloted new processes and continues to identify opportunities to fully achieve NAME cycle time standards. Digital capabilities were confirmed as a significant area of improvement, and DMEC has prioritized the solicitation of a new Case Management System (CMS) as outlined in this SOW package.

1.2.2 The National Association of Medical Examiners (NAME) Background

The National Association of Medical Examiners (NAME) is the national professional organization of physician medical examiners, medicolegal death investigators and death investigation system administrators who perform the official duties of the medicolegal investigation of deaths of public interest in the United States.

NAME is the national forum for the interchange of professional and technical information in this important segment of public administration. NAME seeks to promote excellence in the day-to-day investigation of individual cases as well as to improve the interaction of death investigation systems with other agencies and political entities that interface with death investigation in each jurisdiction in this country.

NAME serves as a resource to individuals and jurisdictions seeking to improve medicolegal death investigation by continually working to develop and upgrade national standards for death investigation. The published NAME Standards for a Modern Medicolegal Investigative System provide a model for jurisdictions seeking to improve death investigation.

As part of its mission to improve the quality of death investigation nationally and to recognize excellence in death investigation systems, NAME offers a voluntary inspection and accreditation program for medicolegal death investigative offices. The NAME Inspection and Accreditation Program is a peer review system, the goal of which is to improve medicolegal death investigation office or system performance through objective evaluation and constructive criticism. The standards emphasize policies and procedures and represent minimum standards for an adequate medicolegal system. NAME accreditation is an endorsement by the Association that the office or system meets the basic standards for a medicolegal death and provides reasonable assurances that the office or system serves its jurisdiction appropriately.

A major requirement for NAME accreditation is the turnaround time for completed reports of postmortem examinations, which is in turn dependent in large measure on the completion of toxicological examinations and investigative reports. Law enforcement agencies rely on these reports in the discharge of their duties and for completion of their investigations. The courts need these reports in cases that will be adjudicated. There are other interested parties (e.g., treating physicians and hospitals, government oversight agencies, federal investigators, organ and tissue donation organizations) who utilize autopsy findings to do their work as well. Delays in completions of cases by a medical examiner/coroner's office diminish the utility of this information. Two of the required standards for full accreditation with no deficiency are that 90% of all postmortem examination reports are finished within 90 days and that 90% of postmortem examinations are completed within 72 hours of report of death.

DMEC received provisional accreditation from NAME in response to the Office Report submitted on August 24, 2016 due to various deficiencies. Details are included in Section 1.3.4 NAME Deficiencies to Address via CMS in this document.

1.3 Purpose and Goals

The purpose of implementing a new CMS is to deploy an efficient and comprehensive case management system, to provide one case workflow that supports management of cycle times to NAME standards, one electronic case file and source of truth, and remote capability for field staff.

1.3.1 Key Objectives and Benefits

The key objectives of the CMS initiative include:

- Achieve and maintain full NAME accreditation
- Implement an efficient and comprehensive case management system
- Deploy a system that includes remote capability for field staff
- Structure case management data to enforce acceptance and track NAME exception criteria
- Provide unstructured case notes with ability to edit fields and apply case amendments, simplifying case review and reporting
- Support the capability to track and share information in real time to all critical users throughout the life of a case
- Replace existing electronic interfaces with the public web portal and document management system
- Provide capability to interface with future systems such as a call center system and a laboratory information management system (LIMS)
- Develop a long-term partnership with a SaaSmedical-examiner software vendor within the evolving ME-C sector and NAME standards

The anticipated benefits of implementing a Department-wide case management system include:

- Clock Start and Stop Capabilities for Jurisdictional Cases Ability to "start and stop the clock" measuring the cycle time of a case as defined by NAME standards for jurisdictional responsibility from point of case creation (Reporting Desk) to completion (Medical Report)
- Replacement of Paper-based Systems of Record Digitization of paper records which currently contain key information to be shared with various staff members during the life of a case, including but not limited to Form 1 Case Report (pink copy used for cause of death), Form 2 Personal Effects (for property intake), Form 15 Medical Report (yellow copy used

- for test orders; pink copy used for cause of death), the "Property Black Book" record of Personal Effects inventory
- User Experience Comprehensive, adaptive interface to accommodate
 the broad spectrum of end-user needs and competencies. It is anticipated
 the new system will assist staff in capturing required information and
 identifying necessary next steps to efficiently process a case
- Barcoding Support generation and processing of all associated barcodes across the life of a case (including but not limited to decedent tag, physical evidence, physical property, specimens for handoff to the laboratory)
- Case Review, Amendments and Analysis Baseline performance and functionality consistent with standard coroner medical-examiner case management software to include searching, viewing, amending, excerpting, auditing and annotating case records within a collaborative, real-time environment; Auditing includes a quality assurance process to pull a random sample of completed cases and assign them for review
- Reporting Automated and manual capabilities to support measurement against NAME standards and DMEC goals, and to monitor key performance indicators (KPIs)
- Vendor-Hosted & Supported ME-C CMS SaaS software hosted at a vendor-side facility designed with power and redundancy to minimize service outages; infrastructure-related support provided by the Vendor to augment DMEC's first level help desk support team

1.3.2 Alignment to County of Los Angeles Strategic Plan, 2016-2021

The CMS aligns with the following components of the County of Los Angeles Strategic Plan 2016 - 2021:

Strategy III.2 Embrace Digital Government for the Benefit of our Internal Customers and Communities:

 Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals.

Strategy III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data:

 Establish a shared information management platform to enable County departments to identify common clients, securely share and exchange data to coordinate service delivery, and perform data-driven analytics to achieve outcomes in support of Board Priorities and other County-wide initiatives.

Strategy III.2.2 Leverage Technology to Increase Visibility of and Access to Services:

• Ensure that each department maximizes the use of technology to raise awareness of available programs and services.

Strategy III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency:

 Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.

1.3.3 Alignment to DMEC Strategic Plan, 2018-2021

DMEC's vision is "to be the premier medicolegal death investigation agency, nationally recognized as a leader in the forensic science community."

The CMS initiative will support this vision through alignment with DMEC's Strategic Plan 2018-2021:

Goal I: Become a Premier Resource for Medical Examiner-Coroners Nationally

Strategy A: Expand and Maintain Accreditation

"Restore the DMEC to full NAME accreditation status"

Goal III: Reimagining the Workplace of the Future

Strategy B: Implement modernization of Information Technology (IT) infrastructure.

Objective: Integrate an efficient and comprehensive case management system.

Initiative 2: Modernize the Case Management System

"Contract with a vendor to replace the existing case management system to include designing, building, testing training and deployment of the system."

Strategy C: Utilize data to drive decision making.

Objective: Utilize operational data to enhance performance management.

Objective: Utilize case-level data to better utilize resources.

Goal IV: Improve the Customer Experience Strategy B: Provide timely data and reports.

Objective: Implement method for electronically reporting cases to DMEC (by hospitals, mortuaries, etc.)

"Implement and develop procedures for electronic case reporting"

Objective: Implement policy to respond to data requests from partnering agencies and the public within 10 working days.

"Log requests and responses electronically."

1.3.4 NAME Deficiencies to Address via CMS

DMEC received provisional accreditation from NAME in response to the Office Report submitted on August 24, 2018. Two specific deficiencies that are intended to be further addressed by the CMS include the following standards.

Section C. Morgue – Sub-Section 6. Post-Mortem Examinations Phase 2 Standard:

p. Are 90% of autopsies and external examinations performed within 72 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 72 hours of receipt of the decedent if an externally referred autopsy?

Phase 1 Standard:

o. Are 90% of autopsies and external examinations performed within 48 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy?

NAME Exceptions for Cycle Time Tracking:

NOTE: Some inspector discretion allowed. If an office does not perform autopsies and examinations on weekends or holidays, those days should not be included in the determination of the time between which jurisdiction is determined to the time that the autopsy or examination is performed. Circumstances such as delays related to long distance body transport, organ/tissue procurement, family religious beliefs/practices, education requirements and mass fatalities are appropriate exceptions to this item.

Section F. Reports – Sub-Section 4. Reports of Post-Mortem Examinations Phase 2 Standard:

k. Are 90% of reports of all postmortem examinations completed within 90 calendar days from the time of autopsy?

Phase 1 Standard:

I. Are 90% of reports of all postmortem examinations completed within 60 calendar days from the time of autopsy?

1.4 Work Expectation

Without limiting the more detailed descriptions set forth in the subsequent sections of this Statement of Work, and otherwise, in the resultant Contract and Project Management Plan, Contractor's Work hereunder shall include the following, in each case in full accordance with this Statement of Work:

- Ontractor shall provide all Software Licenses and perform all Services, and other Work to set up, configure, develop, integrate and transfer knowledge to County staff on how to configure the CMS to support and operate within the County to the full benefit of the stakeholder agencies/departments. Contractor shall provide the County with a Software License for the perpetual use of the CMS and any additional software components necessary to meet the requirements described in this Statement of Work.
- Contractor shall perform, complete and deliver all Tasks, Deliverables, Goods, Services, and other Work as set forth below or in any referenced document, in full compliance with this Statement of Work. Such Tasks and Deliverables shall include all configurations, data loads, systems interface configuration, knowledge transfer, tests, training, systems documentation and system cutover services set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.
- Contractor shall perform, complete and deliver all Tasks, Deliverables, Goods, Services and other Work as set forth in this Statement of Work within the United States. See Appendix A.

0

2.0 FUTURE STATE SYSTEM REQUIREMENTS

DMEC envisions replacing CME, ECFS Case Management features, and other supporting applications (paper and digital) with a modern Commercial Off the Shelf (SaaS), medical examiner – coroner focused application that supports DMEC processing of decedent case information and death investigations from initial call to ultimate disposition and release. The CMS will serve as the single source of truth for death investigation cases and cycle time reporting according to NAME standards. In addition, DMEC envisions the new CMS will support their other services such as external agency assists.

DMEC anticipates upgrades and/or replacements to multiple associated systems including but not limited to LIMS and Reporting Desk Call Center technology and

interfacing those future systems with the CMS. Therefore, the CMS shall be implemented with the flexibility to accommodate future integrations.

2.1 Functional Requirements

The required functional capabilities of the CMS to support the business processes of medical examiner-coroner case management are described in Appendix B1 – DMEC Use Cases and Appendix B2 – Requirements Response Workbook.

The Contractor shall provide the CMS software and services to configure and customize the CMS solution as defined in Appendix B2 – Requirements Response Workbook.

2.2 Technical Requirements

The required technical capabilities of the CMS are described in Appendix B2 – Requirements Response Workbook.

2.3 CMS Stakeholders

It is critical for the new system to support all key stakeholders within DMEC, in various divisions and units, as well as non-DMEC partner agencies. Table 1 provides a summary of the major stakeholders for the CMS.

Table 1. Summary of Key Stakeholders

Scope Area	Description		
	DMEC Divisions		
	 Operations (includes Investigations and the Decedent Services Unit aka DSU) 		
	 Medical (includes Deputy Medical Examiners and Forensic & Photo Support) 		
	Forensic Labs (includes Evidence Control)		
	 Administration (includes Information Systems and Public Services) 		
Key	LA County Entities		
Stakeholders	 Law Enforcement Agencies (e.g. LASD, LAPD) 		
	o Other County Departments (e.g. DPH, DHS, DMH, DPSS, DCFS)		
	 Information Systems Advisory Body (ISAB) 		
	Non-LA County Entities		
	External Medical Consult Agencies		
	o External Laboratories (e.g. Toxicology)		
	California Electronic Death Registration System (CA-EDRS)		
	o NAME		

DMEC has multiple divisions that support death investigations and additional case management activities. Some of these divisions have multiple units and teams. The department works as a whole and must have a common view of the case record through the CMS. Table 2 below describes the internal stakeholders.

Table 2. Description of Internal Stakeholders

Division /Unit	Description
DMEC Operations (includes Investigations and Decedent Services)	The operations bureau is the largest segment of the Department; consisting of the Investigations and Decedent Services sections. It is responsible for the 24 hours a day, 7 days a week operation of the Department. The Medical Examiner-Coroner's Special Operations Response Team (SORT) is also under control of the operations bureau. Deaths that fall under the jurisdiction of the Medical Examiner-Coroner are investigated by the Investigations division. These deaths may require dispatching a Coroner Investigator to the scene of the death regardless of the time or location. Coroner Investigators will interview witnesses and emergency responders, photograph the scene, follow up on leads, collect evidence, make identifications, notify next of kin, secure valuables and interface with law enforcement agencies. Coroner Investigators prepare reports that are forwarded to the medical division for use in the determination of the cause and mode of death. The Decedent Services section is responsible to the transportation, processing, storage, and release of decedents' bodies. Bodies are recovered from any death scene including in public view, homes and hospitals. Decedent processing includes the weighing and measuring of bodies, the collection of personal effects, and the collection of physical and medical evidence, fingerprinting and tagging of the decedent. Bodies are maintained in refrigerated crypts to await autopsies and claiming by mortuaries, or release to County disposition. Decedent services are responsible for the day to day handling of decedents from pickup to release, along with their preparation for County disposition, and their preparation and transportation to the Riverside National Cemetery for unclaimed Veteran burials.
DMEC Medical	The Forensic Medicine Division consists of physicians, forensic technicians (FTs), and radiologic technologists (RTs). Physicians autopsy and examine Coroner's cases, determine cause and manner of death, prepare autopsy reports, and testify in court. FTs assist in autopsy and photograph and X-ray decedents. Radiologic technologists operate the CT scanner and other X-ray machines. The Division's main responsibility is to determine cause and manner of death for Coroner's cases. In addition, the Medical Division trains forensic pathology fellows, pathology residents, pathologist's assistant students, and medical students.

DMEC Forensic Labs	DMEC Forensic Sciences Laboratories Division is responsible for the identification, collection, preservation, and analysis of physical and medical evidence associated with Coroner's cases. Its mission is to conduct a comprehensive scientific investigation into the cause and manner of any death within the Medical Examiner-Coroner's jurisdiction. This is accomplished through the chemical and instrumental analysis of physical and medical evidence. The laboratories division includes the following: Toxicology, Histology, Human Genomics Unit/DNA, Scanning Electron Microscope lab (includes gunshot residue and tool mark analysis), Field Criminalistics and Evidence Control.		
DMEC Public Services	DMEC Public Services Division's mission is to provide responsive, efficient, and fiscally conscientious services in a professional and caring manner to the affected family members, involved law enforcement, mortuaries, medical personnel, other county departments, and executive staff. Public Services, operating out of the famous front-facing historic building on Mission Road, handles sensitive functions related to the initial, midpoint, and close-out of Medical Examiner-Coroner cases. The Public Services Division provides a number of services to families and the public. It is divided into different sections to help facilitate office visits. These services include Medical Examiner-Coroner case records management and release, safekeeping and release of decedent personal property, decedent billing, responding to law enforcement agency inquiries, managing civil and criminal subpoena requirements, and issuing death certificates to the mortuaries. Internal departmental support services include expeditious transcription of all dictated or handwritten autopsy reports, neuropathology reports, microscopic reports and offering clerical support to Deputy Medical Examiners.		
DMEC	Administrative Services is responsible for all DMEC financial operations, departmental budget preparation, fiscal reports, human resources, payroll,		
Administration			
(includes FDIS	litigation, procurement, accounting, revenue collection, volunteer services, diversity, contracts and grants, internal controls certification processes,		
•	workforce programs, facilities management, information technology, and other		
(IT))	functions necessary to support the mission of the Department.		
	infolions necessary to support the mission of the Department.		

DMEC engages external stakeholders to complete some death investigations and ultimately shares and reports on their cases. Table 3 below describes the external stakeholders for the CMS.

Table 3. Description of External Stakeholders

Entity	Description		
External Medical Consults	Select jurisdictional cases managed by DMEC may require coordination with external medical agencies. Conversely, external agencies may consult with DMEC on a non-jurisdictional case. Elements of the CMS must support this type of coordination and cooperation within the Medical Examiner/Coroner community.		
External Laboratories	Depending on demands of a specific case, DMEC Forensic Labs may require the services of an external laboratory to reach its necessary conclusions on DMEC jurisdictional cases. The future state CMS must support such interaction (e.g. receive results from outside laboratory electronically other than only by paper) and should consider external labs to be a key stakeholder group.		
EDRS	The California Electronic Death Registration System (CA-EDRS or "EDRS") is the statewide system for electronic records of death certificates. Currently, DMEC is not aware of any electronic interface supported between a CA Medical Examiner-Coroner's office and EDRS. The Contractor should describe any experience in interfacing with a state death registry and propose capability to enable an interface in the future.		
LA County ISAB	Los Angeles County Information Systems Advisory Body (ISAB) oversees an ongoing effort to create and implement a modern Digital Evidence Management System (DEMS). This system will interface between Law Enforcement Agencies, Public Defenders, DMEC, and other departments within the county to exchange digital evidence files in a secured and controlled environment. DMEC case information and/or associated digital evidence may require ISAB DEMS-supported sharing and exchange. The Contractor should describe any experience in interfacing with a cross-department or cross-agency digital evidence management system and propose capability to enable an interface in the future.		
LA County Law Enforcement Agencies (LEAs)	Multiple law enforcement agencies in Los Angeles County work closely with DMEC, specifically in relation to cases which require criminal investigation or follow-up. LAPD and LASD interact with DMEC on a regular basis to receive/hand-off case files and artifacts (e.g. physical evidence, toxicology reports). DMEC is responsible for all death investigations and works with all local police departments in the County. The Contractor should describe experience and system capability to interact with law enforcement agencies on death investigations and other cases that medical examiner-coroners support.		
Other County Departments	Part of the mission of the DMEC is to work collaboratively to reduce preventable deaths. One of the most common means of doing so is through sharing data for cross threading with other County departments the provide services and manage prevention or intervention programs. The Contractor should describe experience and CMS functionality related to sharing of data with other agencies on an as needed basis.		

2.4 System Interaction

The CMS must support future state business processes and provide a single source of truth for all DMEC case records. The system must be implemented in a manner that reduces current reliance on paper records and physical media, enables mobility for field staff, and integrates effectively with associated systems. CMS must support a path toward full NAME compliance and allow for future enhancements. See Figure 1 below for the current system landscape including key MS Access, Excel and paper systems of record.

Figure 1. DMEC Current Systems Landscape Diagram

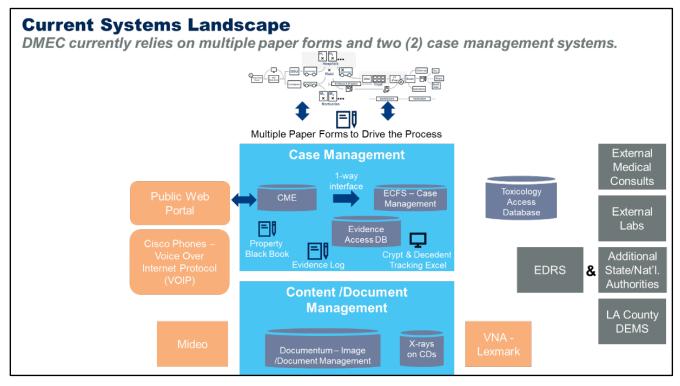


Table 4. Current State CMS Scope Overview

Scope Area	Description		
	Primary Case Management Systems		
	o CME		
	 ECFS v2.0 (case management/non- document management portion) 		
	Other Systems		
Legacy Systems to be Replaced	 Evidence MS Access Database (for evidence control, gunshot residue testing for outside agencies to be tracked in future LIMS) 		
	 Crypt & Decedent Tracking Excel 		
	Paper-based Logs		
	 Property Black Book 		
	o Evidence Log (Form)		
	 Form 1 Case Report (pink copy used for cause of death) 		
	Form 2 Personal Effects (for property intake)		
Paper Forms to Replace /	Form Body Control Card		
Incorporate	Form 3 Investigator's Report		
	 Form 15 Medical Report (yellow copy used for test orders; pink copy used for cause of death) 		
	 Form 15b for changes in the cause or manner of death 		
	Total: 215 users currently		
	 Investigation: 108 users 		
	Medical: 50 users		
Number of Users	■ Laboratory: 30 users		
	Public Services: 23 users		
	■ FDIS (IT): 5 users		
	 Additional public users interacting with the CMS indirectly through DMEC's Public Web Portal 		
	DMEC receives 19,000 reported calls annually		
Volume Metrics	■ DMEC creates cases for approximately half of reported calls (~9,500 cases in CME in 2019)		
	Over 285,000 files stored in existing CME /ECFS		

DMEC requires a CMS that will integrate with existing and future systems (including but not limited to call center technology, document management systems, Laboratory

Information Management System (LIMS)), support electronic interfaces with external systems, deliver mobile capability, and support enhancements. See Figure 2 below for the vision of a future CMS integrated with external systems.

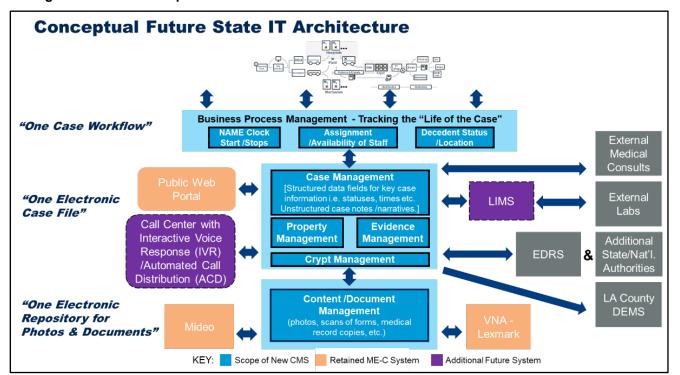


Figure 2. DMEC Conceptual Future State IT Architecture

2.5 Functional Capabilities

The CMS must meet the business and functional requirements of DMEC. These are summarized in Priority CMS capabilities to support achieving NAME cycle time standards and Business Capabilities & Use Case areas to be supported by SaaS CMS.

2.5.1 Priority CMS Capabilities to Achieve NAME Standards

Within the components of the future state CMS as depicted in the DMEC Conceptual Future State IT Architecture figure, the following capabilities have been identified as a priority for the DMEC to further enable achievement of NAME cycle time standards.

- NAME Clock Start/Stops & Exception Tracking:
 - From the point of case initiation as a call is received at the Reporting Desk, DMEC desires a CMS that can "start and stop" the clock which tracks the length of time of various processes and subprocesses within their jurisdiction (e.g. time from report of death to exam; time from dispatch to body arrival; time from exam to exam report completion; time from investigator assignment to investigator report completion, to name a few). NAME defines rules which allow for DMEC to "stop the clock" when case completion is impeded by another party or set of circumstances beyond its control, and "start the clock" when the DMEC is able to resume control and work the remaining case processes. The Contractor shall describe how their CMS solution will support NAME cycle time and exception tracking per NAME standards.
- Assignment/Availability of Staff:
 - o DMEC does not expect the CMS to replace its staffing and payroll systems. Instead, it expects a CMS to support the Watch Commander (WC) so incoming cases may be assigned to Investigators and dispatch appropriate DSU FAs (in coordination with the Supervising FA) as early as possible. This may involve WC intervention, but all staffing-related views and processes should be streamlined for Reporting Desk clerks. The CMS is also expected to support assignment of staff by the Duty Doctor and Supervising Forensic Technician (FT) for decedent processing and preparation from the crypt and staff to support examinations /autopsies.
- Decedent Status/Location & Crypt Management:
 - The CMS is expected to replace the manual "Crypt & Decedent Tracking Excel Sheet" currently in use to monitor decedent locations in the crypt. The CMS should maintain a consistent tracking of all decedents and associated specimens, property and evidence, all tied to a single case record, from the point of decedent intake through disposition. The CMS shall support tracking of needed Identification and Notification of decedents and all other pending actions to enable proper release and disposition of decedents.
- SaaS CMS Structured Data Fields:
 - O DMEC's current case management tools do not structure case data consistently or efficiently for input, review, or reporting. DMEC CMS should support structured data fields across all facets of the case. For example, County Hospitals must be selected from a dropdown list without providing an opportunity for free text entry.
- Case Notes:

 Free text entry fields in addition to the Structured Data Fields to identify for internal notes, final Preliminary Investigative Report (that may be used for autopsy type decision), final Investigative Report and Medical Report. The System shall enable more precise and organized entry of case notes from initiation through amendments and follow-up.

• Property Management:

The CMS shall replace paper systems being used to track property. Personal property is not considered evidence and may have a unique Next of Kin (NOK) compared to NOK of the decedent. CMS shall provide all case information to property staff while supporting property related business processes such as inventory management (from receipt through release/disposal management) and tracking chain of custody.

• Evidence Management:

- DMEC expects the CMS to replace paper-based evidence management and the Evidence MS Access Database for evidence control. The system must support unique retention and release policies and corresponding notifications and communications (e.g. 90 days to disposal). The CMS shall also support identification of LEAs' associated case numbers.
- The Evidence Access Database also supports gunshot residue (GSR) testing by DMEC for other agencies. DMEC envisions this process to be supported by the future LIMS. The Contractor should propose how the new CMS will support partial decommissioning of the Evidence Access Database and how the Contractor's Deployment Strategy will support DMEC processes until the CMS is interfaced with the new LIMS.

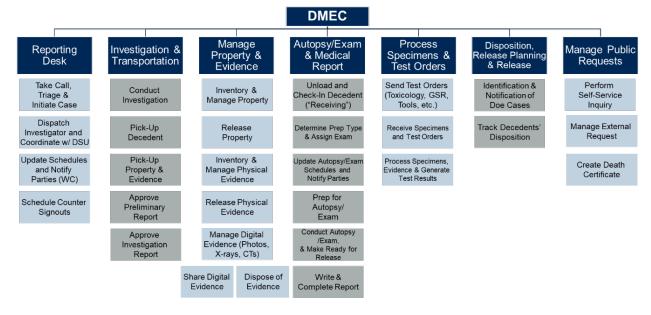
- Content/Document Management Integration:
 - The CMS will be supported by DMEC's current document management system. ECFS Documentum currently houses some image files associated with decedent cases, electronic copies of case records and provides an interface with DMEC's Vendor Neutral Archive (VNA), Lexmark. The CMS should provide a view of all associated case documents and media stored in Documentum and the VNA-Lexmark, so that DMEC end-users may experience entire workflows through the single system without utilizing multiple logins and user interfaces.

2.5.2 Business Capabilities & Use Case Areas supported by SaaS CMS

DMEC expects a SaaS, ME-C CMS to have standard capabilities to support death investigations. A minimum set of business capabilities to be supported by the new CMS have been organized into 31 Use Cases and eight (8) business capabilities (see Figure 3). The business capabilities are described below and additional detail can be found in Appendix B1 – DMEC Use Cases.

Figure 3. DMEC Case Management System (CMS) Business Use Cases

Detailed Design - Future State Use Cases - "Life of the Case"



These standard ME-C capabilities are summarized below:

- Reporting Desk: Answer and respond to all reported deaths and calls from the public, as received over a 24-hour day, seven-day per week operation; answer/triage calls; Watch Commander and DSU Supervisor logs to track availability and dispatching of staff
- Investigation & Transportation: Investigative and DSU transportation staff support; includes pickup, arrival, check-in to crypt (includes all steps pre-handoff to Forensic Attendants in Medical), preliminary investigative report development and presentation to DMEs, and final report completion; Investigator and DSU dispatch; pick-up and transport of decedents, property, and evidence (chain of custody tracking capability)
- Property & Evidence Management: Managing property and evidence and establishing the corresponding chain of custody; Identification of any Next of Kin (NOK) different than NOK for the decedent,
- Autopsy/Exam & Medical Report: Autopsy/exam processes in the lifecycle of a decedent case; category covers time after decedent arrival at DMEC through the times when decedent's body is ready for release and the Medical Report is complete (per NAME standards)
- Specimen & Test Order Processing: Forensic laboratory processing of decedent case specimens and evidence to fulfill the needs of medical and investigative staff; support external agency processes (e.g. Gun Shot Residue (GSR) analysis, evidence testing, tool testing, toxicology)
- Disposition, Release Planning & Release: Identifications and Notifications (IDNOT) team processes cases in several areas of potential incomplete information and across several complicating factors that may impact the decedent's disposition /release; decedent identification and NOK notification, "Doe" cases; Public Administrator investigation for assets; National Cemetery Scheduling Office verification of decedent's eligibility to be buried at the Riverside National Cemetery
- Public Requests Management: Interaction between DMEC and the public which it serves; variety of additional tasks must be fulfilled by the department to fully serve the community. DMEC envisions the new CMS to support processing public services related to death investigation cases.
- Assisting External Department Processes: Interaction between DMEC and associated departments inside/outside of Los Angeles County; for example, DMEC envisions the new CMS to support County staff's assistance in external agency death investigations.

2.6 Technical Capabilities

General technical system capabilities are described in this section. Additional, detailed technical requirements are provided in Appendix B2 – Requirements Response Workbook describing detailed service level, availability and security requirements.

Workflow & Business Rule Automation

The system shall support the enforcement of business process and business rules across the DMEC's multiple Bureaus by relying on a common set of technical components that include:

- Rule Automation
- Workflow Execution
- Workflow Modeling

Security

The system shall track changes made to data in the system and provide an audit log. The Contractor shall provide their approach for maintaining security and privacy of data in compliance with applicable ME-C regulations in Task 4 – Security, Deliverable – System Security Plan.

The Contractor shall use County's MS Active Directory service to set up authentication for CMS users.

Mobile

The system shall be accessible and updateable by field users utilizing a mobile device and enable the performance of required activities by staff including but not limited to Investigators, Forensic Attendants and Forensic Laboratory Staff.

Interfaces & Integration

The Contractor shall develop interfaces to existing agency/department solutions as identified in this SOW. See Section 3.8 below. Additionally, the CMS shall provide the capability to develop interfaces to future systems. In Task 6 – Systems Integration, Deliverable – System Integration Plan, the Contractor shall describe the following:

- **1.** CMSs' capability to provide standard APIs to interface with external applications.
- **2.** Integration methods supported by the solution including API, JSON, direct database connection, file exchange & types, and ability to schedule or manual trigger record additions, changes and deletions.

Reporting & Data Sharing

The CMS is expected to have dashboard capability and out-of-the-box or pre-built reports on standard ME-C functionality and data. The Contractor shall review the Reports List in Appendix B2 – Requirements Response Workbook as part of Task 2 – Requirements Validation and provide a Reporting Strategy & Plan that includes specifications for what custom reports Contractor will build in addition to any standard reports provided as part of Task 3 – System Design, Development and Configuration.

The Contractor shall also implement data sharing from CMS to DMEC's reporting tool, Power BI, sharing data with Los Angeles County Department of Public Health (DPH), and sharing data with the County's Office of the CIO master data management (MDM) and data warehouse solution. DMEC currently provides a data feed from a SQL database to LAC DPH.

Vendor Hosted

The Contractor shall provide a hosted solution. The Contractor shall describe where the solution is hosted and name the preferred hosting vendors if not hosted in the Contractor's data center(s).

The Contract shall support a high availability environment as described in the Service Level Requirements in Appendix [DS1]B2 – Requirements Response Workbook.

The Contractor shall provide the approach to CMS disaster recovery in Task 10: Production Support and Transition, Disaster Recovery Planning.

Platform Support / Capability

The Contractor shall provide users with access to CMS via desktop and mobile devices. The Contractor shall describe what web browsers are supported and any differences in functionality available for mobile users.

2.7 Data Conversion

The County intends to convert a subset of the historical records maintained in CME today. The County has started on a data quality assessment initiative to understand the cleanliness of the data, as well as the feasibility and business importance of converting the data, in order to reduce implementation risk and convert only necessary information into the new system. It is likely that the data quality assessment and any clean-up efforts will overlap, in part, with the implementation and deployment of CMS. Therefore, the County is also requesting the Contractor assist in the data conversion strategy effort as defined in Task 5: Data Conversion of the SOW.

For each legacy system to be replaced by DMEC CMS, Table 5 provides a system description, as well as a summary of subset data to be converted over the course of implementation.

Table 5. DMEC Applications to Replace with DMEC CMS and Expected Data Conversion

Application	Description	Data Conversion Scope Summary	
СМЕ	Legacy case management system that does not adequately support future state. Currently requires manual work arounds. Inability to modify to meet future business needs in large part due to lack of vendor support (SQL is 2008, unable to upgrade to 2012 or above).	Contractor to convert a subset of the historical records and data fields. 19,000 cases * 30 years 5-10 "clean" data fields Narrative case notes Contractor to convert a subset of the historical records and data fields. 50,000 cases 5-20 data fields	
ECFS v2 (case management portion)	The County implemented ECFS (Electronic Case File System) to replace CME. ECFS was developed using the xCP workflow environment on Documentum. DMEC current is using version 2 of the ECFS implementation for select case management functionalities (e.g. specimen barcode creation, physical case file tracking). An attempted upgrade to ECFS V3 has not been adopted by users in production. Currently, there is a unidirectional interface between the current CME and ECFS.		
Evidence Access Database	Database used by Evidence team to manage physical location, chain of custody, and testing/processing results associated with the evidence.	No data conversion expected. ■ Please provide your plan for replacing the evidence control portion of the Evidence Access Database via theCMS.	
Crypt & Decedent Tracking Excel	Current method to track decedent locations in the crypt relies on a manual Excel process.	No data conversion expected. At the time of DMEC CMS go-live, this system will be retired and crypt inventory will be established as new data entry into the CMS.	

2.8 Interfaces

A key component of the future state DMEC CMS technical architecture shall be integrations with adjacent systems within DMEC and external systems within the County. The Contractor should also describe capabilities to support future interfaces with systems outside of the County such as with the State's EDRS.

For all interfaces identified, DMEC, in consultation with the agencies/departments impacted and the Contractor, will confirm the appropriate integration method. DMEC and external systems to integrate with DMEC CMS are the following:

Table 6. DMEC and External Systems (Applications) to Integrate with DMEC CMS

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
Public Web Portal	- Provides public information - Built on Wordpress Self-service capabilities include: - Case information: Search, Unclaimed Persons, Unidentified Persons - Transportation & Handling Payment (pay invoice online) - Purchase Coroner Documents (Coroner's Report or Proof of Death Letter) - Register for DMEC Seminar - Submit Comment Online - Online payments linked to dept. point of sale system (CoreSense) - Mobile friendlty design — automatically recognizes form factor and adjusts format	Both	Mandatory Interface – Contractor shall build an interface from the CMS. Case info to be pulled from public information in CMS and public requests to be pushed to Public Portal. Online and in-person payments through DMEC point of sale sysetm (POS) connect to case records (e.g. via redirect to credit card processor /waiting for POS and confirmation of payment back to CMS).

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
Document /Image Management (DMEC's Documentum hosted at LAC ISD Data Center)	Staff upload and track photos and document images (e.g. PDFs), which are linked to case records. System provides access to scanned X-Rays and links to view CT scans in VNA-Lexmark.	Both	Mandatory Interface – Contractor shall build an interface from the CMS. Provide interface to Documentum for general document and image storage and replicate the current link that exists to the VNA – Lexmark for X-Ray and CT scan files (links within new CMS). Interface to incorporate single sign on experience from CMS with County identity and access management service so no manual log in is required.
VNA – Lexmark (potentially via Documentum)	Currently stores all CT slice images.	Source of data	Future Interface – Contractor shall describe capability to implement interface in the future. System will persist in future state, but DMEC CMS must incorporate in-system links (or similar) to view VNA Lexmark files within the CMS user interface – links may be sourced by the CMS through Documentum. Interface to incorporate single sign on experience from CMS with County identity and access management service so no manual log in is required.

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
Reporting Desk Call Center IVR /ACD	Public may call Reporting Desk or main "Contact Us" line. Modern call center technology is expected in short-term. IVR /ACD solution will support jurisdictional decision and triage to case staff as well as non-jurisdictional department line transfers. Case-related metrics include call volume, hold times, abandon rates, case type.	Both	Future Interface – Contractor shall describe capability to implement interface in the future. Case records must reflect call data on an individualized basis and aggregated for reporting.
	grania de la companya		Future Interface – Contractor shall describe capability to implement interface in the future.
LIMS (Laboratory Information	Current Toxicology Access Database to be replaced by full LIMS in short to midterm. System Tracks test orders /requests and test results: -Tracks specimen sample batches - Processes data from lab equipment - Converts run /sample test result information into specimen /case test result	Both	Provide interface for LIMS status and output information. Connect with case records in real-time.
Management System)			If Contractor is successful in the CMS implementation, County may choose to extend work with Contractor to implement an interface from CMS to the future LIMS.
	The Electronic Death Registration System used by the State of California requires manual data entry from DMEC staff. These processes rely on view of real-time case data.	Destination of data	Future Interface – Contractor shall describe capability to implement interface in the future.
EDRS			Interface between DMEC and EDRS has not been achieved in any jurisdiction at this time. Manual entry may be required.
LA County	In short to mid-term, Los Angeles County ISAB DEMS will be	Destination of	Future Interface – Contractor shall describe capability to implement interface in the future.
DEMS	implemented and DMEC will be one of the participating Departments. For select cases, DMEC evidence files will be shared through ISAB DEMS.	data	Future CMS must connect be able to connect with future ISAB DEMS solution.

2.9 Deployment Preferences

The County is anticipating a "big bang" implementation approach of DMEC CMS meaning one rollout to all users with all envisioned / requested functionality. With that said, the County is very interested in the best practices as of the Contractor and as such, are requested to submit details around the proposed implementation approach which they deem the best fit for the configuration, implementation and deployment of the new CMS. Where Contractor has included a phased implementation, the County requires separate documentation, and separate and/or updated deliverables for each as applicable.

While DMEC operates field offices, the Contractor is only required to be onsite at DMEC's primary location to conduct the implementation services.

Contractor shall provide a deployment approach in its response, based on previous successful implementation experiences. See Deliverable 3.1: System Implementation Planning and Task 9: System Deployment and Rollout for additional details on requested tasks, sub-tasks and deliverables.

3.0 TASKS AND DELIVERABLES

3.1 Overview of Tasks and Deliverables

The following sections identify the tasks and deliverables Contractor shall complete and comply with during the execution of this project. These categories do not imply an order, priority or precedence except as noted within the task descriptions.

- Task 1 Project Management
- Task 2 Requirements Validation
- **Task 3** System Design, Development and Configuration
- Task 4 Security
- Task 5 Data Conversion
- Task 6 Systems Integration
- Task 7 Testing
- Task 8 Knowledge Transfer and Training
- Task 9 System Deployment and Rollout
- Task 10 Production Support and Transition

3.2 Deliverable List

The below table provides a list of the minimum deliverables that must be completed by the Contractor.

Task	Deliverables
Task 1: Project Management	 Project Kickoff Presentation Project Management Plan Weekly Status Reports Monthly Executive Steering Committee Report
Task 2: Requirements Validation	 Requirements Management Plan Requirements Analysis Document Requirements Traceability Matrix
Task 3: System Design, Development, and Configuration	 System Implementation Plan System Design and Development Plan Application Configuration Report Configuration Management Plan
Task 4: Security	System Security Plan
Task 5: Data Conversion	 Data Quality Assessment and Strategy Plan Data Conversion Plan Data Conversion Report
Task 6: Systems Integration	Systems Integration PlanInterface Design Document
Task 7: Testing	 Comprehensive Test Plan System Test Scenarios and Test Cases System Testing Results User Acceptance Testing Results
Task 8: Knowledge Transfer and Training	 Knowledge Transfer and Training Plan Training Curriculum User Manual Training Execution Results
Task 9: System Deployment and Rollout	 Production Release Plan Production Release Production Cutover Plan Production Cutover Report
Task 10: Production Support and Transition	 Transition Plan Disaster Recovery Plan System Acceptance Document Maintenance and Support (M&S) Plan Maintenance Activity Report

3.3 Deliverable Expectation Document and Deliverable Review Process

In its response, the Contractor shall agree to provide each listed Deliverable. If Contractor does not agree to provide a given deliverable, Contractor shall provide an explanation.

Contractor shall prepare and submit a Deliverable Expectation Document (DED) for each deliverable identified in the Deliverable List table above. The DED shall include deliverable purpose, approach/key activities, table of contents, and acceptance criteria either following the County's DED sample provided in Appendix C (Sample Deliverable Expectations Document) or a similar DED. Contractor shall provide the DED to the County for approval prior to working on the subject deliverable.

The deliverable acceptance and approval processes are outlined below, unless otherwise mutually agreed upon between the County and Contractor in a Deliverable Expectation Document (DED):

- A. Contractor shall deliver all deliverables to the County, accompanied by a Deliverables Acceptance Document (DAD), by the delivery date, as established in the Project Management Plan. If Contractor is unable to meet the established delivery date, it shall provide the County with written notice at least two (2) weeks prior to the delivery date. Such notice shall specify the proposed new delivery date.
- B. Unless otherwise noted, the County will review the deliverable within ten (10) Business Days of receipt of the Document Deliverable and issue to Contractor a Deliverable Acceptance Document (DAD) which either:
 - i. Indicates that the County has accepted the deliverable; or
 - ii. Documents the County's comments on where and how the deliverable fails to conform to the relevant specifications.

Should the County not accept the deliverable, or if no changes or comments are requested within the specified acceptance review period, Contractor Project Manager shall escalate the delay in deliverable acceptance to the County's Project Manager for follow-up and action. Contractor Project Manager will assess any potential delays and provide this information as a part of the escalation process.

If Contractor does not deliver the deliverable by the established delivery date, the ten (10) Business Day period (unless otherwise noted) will be extended by the period reasonably required by the County to reallocate resources to perform the review.

C. The parties shall repeat the above processes until the County accepts the deliverable per the acceptance process for deliverables.

3.4 Task 1: Project Management

The Project Management task includes the services and deliverables to be provided by Contractor throughout the life of the project. Contractor shall follow project management methodologies consistent with the County's standards and guidelines as well as the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK) or similar industry standard.

Contractor must provide a Project Manager that has led a case management system implementation for a medical examiner and/or coroner department in the past five (5) years with the proposed software.

Contractor shall provide ongoing project management including weekly project plan updates, weekly status reports and weekly status meetings. Contractor shall prepare a baseline risk management plan and update the plan regularly (biweekly) over the course of the project.

Contractor shall provide project management tools, processes, and techniques to guide the project, measure and monitor progress, identify and mitigate risks, facilitate completion of tasks, ensure quality, and accommodate and manage changes in scope. All Project Management documents (e.g. Project Management Plan, Project Schedule, Work Breakdown Structure) shall be compatible with Microsoft 2010 or later software products.

Contractor shall provide the following project management activities:

- Development and Management of a Project Management Plan (PMP)
- Project Document Management
- Resource Management (County and Contractor Staffing)
- Schedule Management
- Communications Management (Status Reporting /Stakeholder Agency /Department Communications)
- Quality Assurance and Control, including Quality Gate Reviews
- Risk and Issue Management and Escalation
- Scope and Requirements Management, including Requirements Traceability
- Cost Management
- Change Request Management

• Performance Management (Project and System)

Contractor shall provide the following Project Management sub-tasks and deliverables:

Task 1: Project Management Sub-Tasks and Deliverables

1.1 Project present to DMEC CMS information relative to all	
Stakeholder agencies /departments in a Formal Kickoff Meeting to initiate the project. Stakeholder agencies /departments in a Formal Kickoff Meeting to initiate the project. • Understanding of the proce input to the strategic and ta on a regular basis • Understanding of project measurements and critic factors Any decisions or agreements from meeting shall be documented by Co submitted to the overall project teal	he stakeholder erstanding of the ties: roles of various including the nagement Team, Team, Business other key project akeholders to be and validate all steps of the the Software le (SDLC) process to provide and tactical reports ject performance critical success

Task Sub-Tas # Name	Description	Deliverables
	Contractor shall plan the active to be carried out in the project assignment of resources to the activities, the dependent among those activities, and timing. Working with the Contractor is the contractor of the contractor is the contractor of the contractor is the contractor.	A Project Management Plan (PMP) and Schedule shall conform with PMI's PMBOK or similar industry standard. The deliverable shall minimally include the following components: A. Project Objectives B. Project Scope Definition C. Project Schedule & Work Breakdown Structure D. Project Resources I. Contractor's Project Team (e.g., organization, names, role definition and organization reporting lines) II. Project roles and responsibilities E. Resource Management Plan (Staffing Plan) F. Scope and Requirements Management Plan G. Release Management Plan H. Communications Plan

Task #	Sub-Task Name	Description	Deliverables
1.3	Project Status Reporting	Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project against approved milestones and detailed plans. Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one week after Contract effective date and applied weekly thereafter, and shall consist of weekly progress meetings attended by Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County staff. Contractor shall prepare monthly Executive Steering Committee (ESC) reports, attend and present to the ESC, summarizing project accomplishments in the prior reporting period, risks, issues, upcoming tasks and deliverables. All risks and issues shall be documented in a list that summarizes impacts, alternatives and recommendations.	Weekly written Status Reports, shall be provided by Contractor to the County one working day before each weekly meeting, and containing items to be discussed at the meeting, including: A. Tasks completed for the period B. Tasks planned but not completed for the period C. Tasks planned for next period D. Earned value status E. Upcoming County resource needs (90-day forecast) F. Issues G. Risks H. Decision requests Monthly Executive Steering Committee reports, shall be provided by the Contractor to the County one working day before each monthly ESC meeting, and contain a summary of the project from the prior reporting period. Any decisions or project items for escalation shall include alternatives, an impact analysis, and recommendation.
1.4	Project Close-out	Contractor shall provide Contract close-out plans and manage project close-out activities in accordance with the plan.	A Contract Close-out Plan describing Contractor's approach to completing the required activities necessary to close the Contract, minimally including: updating and transferring all System documentation to the DMEC Project Team, obtaining County acceptance on implementation of all requirements including tracking and reporting against NAME cycle time standards, performing formal Contract closure, and transitioning operational CMS responsibilities over to DMEC Project Team, except for those assigned to the Contractor in any ongoing maintenance and support agreement.

3.5 Task 2: Requirements Validation

Contractor shall manage requirements as defined within the Requirements Management Plan defined within the PMP. Contractor shall review the requirements included in this SOW and work with County to confirm, update and finalize the list of requirements to be provided by DMEC CMS. Inputs to this review shall include the requirements included in this SOW, DMEC CMS Future State Use Case documentation, and capabilities of the out-of-box DMEC CMS product. Contractor shall ensure that all confirmed functional and technical requirements are provided by DMEC CMS and document how such requirements are realized in a Requirements Traceability Matrix (RTM). Contractor shall update the matrix as the project proceeds.

Contractor shall provide the following Requirements Validation sub-tasks and deliverables:

Task 2: Requirements Validation Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
2.1	Requirements Management	Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	 The Requirements Management Plan shall, at a minimum, address the following areas: Establish a baseline for existing requirements Manage versions of requirements Establish and maintain the County's requirements traceability matrix that will be used for requirements management, and map where in the software a given requirement is implemented A requirements change control process A methodology for managing requirements in an iterative development lifecycle

Task #	Sub-Task Name	Description	Deliverables
2.2	Requirements Analysis	Contractor shall conduct working sessions to review Appendix B1 – DMEC Use Cases and Appendix B2 – Requirements Response Workbook. Contractor shall validate each functional and technical requirement, as well as details described in the Use Case document. Contractor shall ensure and validate a common understanding with the County of the functional and technical requirements, and use cases, prior to entering the Design Stage to ensure the System solution meets the County's expectations and vision for the new solution. Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	A Requirements Analysis Document (RAD) shall summarize findings from requirements working sessions, changes made to Requirements Traceability Matrix and Use Case documentation and require approval by County stakeholders. The RAD shall include the updated Future State Use Case Document. A Future State Use Case Document reflecting all updates to the County document following working sessions, validated by Contractor and County stakeholders. A Requirements Traceability Matrix (RTM) defining design-level requirements (functional and technical) in a manner that easily illustrates how requirements are satisfied through configuration, interface and other design/development activities. Contractor shall provide updates from all functional and technical working sessions in this document. For each requirement, the RTM shall include: A. Reference to the DMEC Use Case and requirement number in Appendix B2 – Requirements Response Workbook. B. Build Use Case Diagrams and/or Process Flow to validate and review requirements, as needed C. The specific DMEC CMS component (e.g. screen, report, workflow, data field) where the requirement is met D. The test scenario(s) where the requirement is tested including acceptance criteria E. The user procedure or training module where instruction is provided for the requirement (if applicable)

3.6 Task 3: System Design, Development and Configuration

Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DMEC CMS, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives.

Contractor shall apply industry best practices and work with the County to determine recommendations for managing organizational change required for DMEC CMS to meet the project objectives. Such recommendations shall be developed considering business impact on each of DMEC CMS stakeholder agencies/departments.

In addition to requirements management outlined within Task 2, Contractor shall configure DMEC CMS and provide any specified customizations to meet the requirements included in the RTM and the specifications contained in the System Design. Contractor shall apply all configuration updates and system changes per the approved Configuration Management Plan.

Contractor shall document all system configuration values and system changes. Contractor shall update such documentation for all changes.

In its response, Contractor shall describe any limitations and/or constraints of County staff performing configuration during the implementation. In addition, Contractor shall identify any specific skills that may be needed by County staff performing configuration changes after production deployment, and any limitations or constraints.

Contractor shall provide the following System Design, Development and Configuration sub-tasks and deliverables:

Task 3. System Design, Development and Configuration Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
3.1	System Implementation Planning	Contractor shall describe its preliminary System Implementation Methodology Plan (e.g. implementation and/or development methodology and plan) for system analysis, design, build and deployment. Clearly identify the timing of each stage and key milestones, including the rationale for Contractor's proposed timeline and any assumptions. The plan shall align the stages, milestones, and deliverables in the project plan with this proposed Statement of Work.	The System Implementation Plan shall include (at a minimum): A. Description of the implementation methodology and plan for delivering DMEC CMS, including: i. Installation and/or setup ii. System Analysis and Design iii. System Configuration iv. System Build (e.g. data import, interfaces) V. Testing (e.g. unit testing, system, UAT) vi. Training vii. Production Deployment (e.g. including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives, Go/No Go criteria) viii. Production Go-Live Support ix. Post-Production Go-Live Support B. Identification of stages and key milestones, including any assumptions. Aligns the stages, milestones, and deliverables in the Project Plan within this proposed Statement of Work. C. Description of dependencies on DMEC CMS project activities and any external constraints or dependencies. D. Organization change management/Adoption recommendations

Task #	Sub-Task Name	Description	Deliverables
3.2	System Design	Contractor shall use a structured Software Development Life Cycle (SDLC) process, including an iterative software development methodology and incremental deployment of functionality to the production environment. This approach allows both Contractor and the County frequent feedback as to the progress of the Project with opportunities to make corrections in interpretation and will result in a better understanding of the challenges of the Project at an earlier date. Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DMEC CMS. Contractor shall incorporate the design and development approach into a comprehensive System Design and Development Plan.	The System Design and Development Plan deliverable shall minimally include: A. Use cases, business process flows or a similar mechanism describing how DMEC CMS will be used in the context of each County business process B. Reporting Strategy & Plan that includes specifications for what custom reports Contractor will build in addition to any standard reports provided to address the Reports List in Appendix B2 – Requirements Response Workbook C. DMEC CMS security and privacy controls D. Key business processes and/or policy changes required to conform with DMEC CMS capabilities E. Summary level descriptions of DMEC CMS changes needed to meet County requirements

Task #	Sub-Task Name	Description	Deliverables
3.3	Configuration Management	Contractor shall document the system configuration, including references to system tables where appropriate.	The Application Configuration Report shall include history of configuration changes, including references to system provided change logs if available. In addition, the Deliverable shall include detailed specifications for all system changes/customizations and shall also include information regarding the configuration needed to scale and expand within and across other agencies/departments, potentially including those outside of criminal justice. The Configuration Management Plan deliverable shall minimally include: Platform-specific Hardware and Software solution components. Descriptions including Architecture or Configuration updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes. Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment. Detailed configuration information for any 3rd party hardware and software.

3.7 Task 4: Security

Contractor shall provide the following Security sub-tasks and deliverables:

Task 4. Security Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
4.1	System Security Management	Contractor shall provide a System Security Plan that describes the security approach for DMEC CMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DMEC CMS will respect and coordinate, when necessary, with the security constraints of other entities (e.g. LEAs).	 The System Security Plan shall address, at a minimum, the following areas: General Information about System Environment, Interconnections /Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System Description Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase Operational Controls pertaining to Personnel Security, Physical and Environmental Protection, Input /Output Controls, Contingency Plans, Maintenance, Integrity, Documentation, Training, Incident Response Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails

3.8 Task 5: Data Conversion

Contractor shall provide the following Data Conversion sub-tasks and deliverables:

Task 5. Data Conversion Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
5.1	Data Quality Assessment and Strategy Plan	Contractor shall plan how source data will be reviewed and characterized for conversion. The plan shall include best practices from prior experience of performing data conversions to the proposed CMS.	The Data Quality Assessment and Strategy Plan shall include plans for working sessions with County staff to identify potential data quality issues, and review data profiling results. The plan shall include how data quality will be evaluated and reports generated on major data quality issues within the legacy systems identified for migration. The Strategy shall include a Data Cleansing Plan. The Contractor shall provide recommendations and best practices on converting the identified subset of data to the new systems. The Plan shall include a roadmap for conducting data cleansing, a resolution plan including business rules to correct data for each data quality issue to be addressed, either through automated scripts or manually by staff. The Strategy shall document, based on the Data Quality Assessment and Data Cleansing Plan, the roadmap for data conversion, high-level scope and responsibilities.

Task #	Sub-Task Name	Description	Deliverables
5.2	Data Conversion Planning	Contractor shall develop a plan that describes the overall migration process, how data cleansing will be achieved (manual and automated scripts), data migration technology and tools, roles and responsibilities for Contractor and County staff. Contractor shall propose any required or recommended Extract, Transform, Load (ETL) tools to use with the CMS.	The Data Conversion Plan shall specify what and how data conversion (Legacy System to CMS solution) will function. This plan must include, but not be limited by the following: • Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data) • Number of mock runs that will be conducted • Description of manual conversion processes that cannot be automated • Milestones, targets • How much history is converted out of each system • List of data to not convert • Manual data entry and error correction after conversion • Plan for testing and validating converted data The Plan shall also include Data Mapping. The mapping shall identify source and target data fields, data dictionary and entity relationship diagrams for the target data model.
5.3	Data Migration	Data Conversion shall include mock or test conversion runs prior to the final data conversion to production. Final conversion results must be approved by County.	 Description of the mock runs conducted Description of manual conversion activities How much data was converted and loaded into the target system List of data to be converted Description of automated data cleansing or correction during transformation and loading to target system Manual data entry and error correction after conversion The Report shall indicate successful complete on data conversion.

3.9 Task 6: Systems Integration

Contractor shall provide an overview of integration capabilities and inventory of interfaces available with DMEC CMS. Contractor shall work with the County to identify existing APIs or other methods for DMEC CMS to receive or provide data for each DMEC CMS interface.

For each DMEC CMS interface, Contractor shall provide API(s) or other method(s) for DMEC CMS to provide data to or receive content from the integrated application. As appropriate, Contractor shall extend DMEC CMS to provide the required functionality, including working directly with the interfacing application to design, develop and test direct interfaces. County shall provision services from third party providers of the interfacing systems, if support activities or third-party system modifications are required. Contractor shall additionally support County testing of all interfaces.

Contractor shall provide their approach for planning and developing interface requirements, including planned design patterns, use of point-to-point and middleware/API management methods. Additionally, Contractor shall identify any constraints and risks associated with the interfaces anticipated in this project, and how the Contractor will address these to ensure successful development and deployment.

Contractor shall provide the following System Integration sub-tasks and deliverables:

Task 6. Systems Integration Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
6.1	Systems Integration Management	Contractor shall provide a Systems Integration Plan that describes the integration and interoperability approach for DMEC CMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DMEC CMS will respect and coordinate when necessary with the constraints of other entities.	 The Systems Integration Plan shall address, at a minimum, the following areas: General Information about System Environment, Interconnections /Information Sharing, Information Sensitivity, Responsible Parties, General System Description Business processes and workflows between systems Capabilities of validation, transformation and routing of information and data Adherence and integrity of security requirements across systems Interface and Protocol Management (APIs, WebServices, etc.), Enterprise Adapters, Semantic Mapping, File Transfers, Data Federation and Replication, Message and Event Generation and Brokering Contractor shall ensure accurate design and function, and where needed to allow DMEC CMS to accept case content
6.2	Interface Design	Contractor shall provide interface design services by providing API(s) or other methods for DMEC CMS to provide and receive data from stakeholder agency /department systems.	For each interface, the Interface Design Document shall include (at a minimum): Integration flow DMEC CMS adapter /connector type (e.g. web service, file) Interface content (field level) Interface trigger event or frequency Validations and exception processing Testing considerations

3.10 Task 7: Testing

Contractor shall prepare test plans and conduct testing needed to ensure that all System components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DMEC CMS components are demonstrated to meet all applicable criteria, specifications, and system requirements.

Contractor shall conduct unit/module and systems integration testing, as specified in the Test Plan.

Contractor shall develop test plans and perform tests to ensure that the production system will meet all response-time requirements when deployed to all users and used during peak workloads. Contractor shall tune, and otherwise, update the production system to resolve noted issues. Contractor shall repeat stress-test cycles until all issues are resolved.

The County shall conduct User Acceptance Testing (UAT) as specified in the Comprehensive Test Plan. Contractor shall support UAT.

Testing and Development shall have their own environments, separate from Stage and Production environments. Testing or development shall not be performed in the production environment. Contractor shall prepare system environments, including configuration and loading of test data, required to support all testing as specified in the Test Plan.

Contractor shall record all tests conducted, defects discovered, defects resolved and retests. Contractor shall provide regular status reporting of all testing.

In addition, Contractor shall use a single Problem Resolution Tracking tool that Contractor and the County shall use collaboratively for the tracking of System defects. The Problem Resolution Tracking tool shall, at a minimum, include:

- All defects in the System identified during any testing phase or in production shall be recorded, prioritized, tracked, and resolved in a timely manner. Each shall be assigned a "Defect Level" based on the following definitions:
 - Critical Results in a complete system outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.
 - Serious System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.

- Moderate System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
- o Minor No immediate adverse impact to the user.
- Contractor shall allow the County full access to the Problem Resolution Tracking tool.
- The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Quality Control Plan.

Contractor shall comply with the "Defect Level" approach as described above, including the requirement that the County's Project Management shall designate the level of severity to all defects.

For all defects, County shall provide final approval of defect resolution

Contractor shall provide the following Testing sub-tasks and deliverables:

Task 7. Testing Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
7.1	Test Planning	Contractor shall prepare test plans and conduct testing needed to ensure that all system components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DMEC CMS components are demonstrated to meet all applicable criteria, specifications, and system requirements. Contractor shall record all tests or inspections conducted, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.	Contractor shall provide a Comprehensive Test Plan complying with the County's testing practices. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following: • Unit/module testing approach • Systems integration testing approach • County user acceptance testing approach with support from Contractor • Performance and stress testing approach • Security testing approach • Test data creation approach, including data refresh processes • Automated test usage (optional) • Defect remediation release strategy • Defect reporting and tracking

Task #	Sub-Task Name	Description	Deliverables
7.2	Test Scenarios and Test Cases	Contractor shall describe the scenarios required to fully test all requirements of DMEC CMS.	For each test scenarios, the System Test Scenarios and Test Cases shall minimally include: • Traceability to validated requirements and business processes • Dependencies and data preconditions • Test instructions • Expected results
7.3	System Testing	Contractor shall conduct and record the results and remediation steps of the integration system testing.	For each test scenario during Systems Testing, the System Testing Results shall include (at a minimum): Date scenario was executed Person executing the scenario Performance and stress testing results Test result status (pass/fail) Defects discovered Retest dates and results
7.4	User Acceptance Testing	Contractor shall support the County in UAT testing and record all associated results and remediation steps.	For each test scenario during User Acceptance Testing, the User Acceptance Testing Results shall include (at a minimum): Date scenario was executed County Person performing executed test scenario County determined test result status (pass/fail) Defects discovered and proposed resolution from Contractor Team County Retest dates and results

3.11 Task 8: Knowledge Transfer and Training

Contractor shall provide full onsite training and curriculum for approximately twenty (20) County Trainers for each of the user roles identified in Sub-Task 8.1. The County intends to implement a train-the-trainer approach. Contractor shall coordinate with the County Training Manager to adhere to County training standards, guidelines and best practices.

In addition, Contractor shall provide the County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training. The Training Course Outline shall minimally include:

- Course Presentation Material
- Student training exercises
- Pre- and post-assessment materials

Contractor shall populate on-line help content consistent with documentation provided under this task. Contractor shall provide the capability for the County to update on-line help content. Also, Contractor shall work with the County to incorporate content describing the corresponding business process for each help menu item.

Contractor shall provide documentation specific to the County's DMEC CMS implementation.

In its response, Contractor shall list and describe documentation that will be provided, including the formats in which the documentation will be made available.

Contractor shall provide the following Knowledge Transfer and Training sub-tasks and deliverables:

Task 8. Knowledge Transfer and Training Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
8.1	Knowledge Transfer and Training Planning	Contractor shall provide training for the following roles. Training shall be specific to each listed role: A. Super User — "Train the Trainer" (e.g. business) DMEC CMS End-Users: B. Reporting Desk Clerk/WC C. Investigator/Supervisor D. Forensic Attendant/DSU Supervisor E. Forensic Technician F. Deputy Medical Examiner G. Toxicology Lab Technician H. Notifications Clerk I. Public Records Clerk J. Disposition Clerk K. Support Staff Note: Contractor coverage through its "Train the Trainer" approach must accommodate extended shifts of DMEC employees (e.g. night shift Investigators). Contractor should address plan to transfer knowledge to these DMEC stakeholders in its response.	Contractor shall develop (in cooperation with the County) a Knowledge Transfer and Training Plan to describe the approach for bringing managers, end users, and technical personnel to a familiar level of understanding with how DMEC CMS works. The Plan shall address the following topics: • Resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort • Specific courses and course materials • Lists of materials, facilities, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish • Training calendar indicating the specific attendees and locations for all user training sessions. The calendar shall also indicate any planned phases or iterations in the delivery of training • Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new systems, including operation of the testing tools, supporting infrastructure, and security Contractor shall provide a report about the progress of training activities
8.2	Provide Training Curriculum	Contractor shall provide training curriculum of sufficient depth and clarity to provide breakdown of the course material.	For each course identified in the Training Plan, the Training Curriculum shall include (at a minimum):

Task #	Sub-Task Name	Description	Deliverables
8.3	Provide User Manual Documentation	Contractor shall provide online user manuals of sufficient depth and clarity to enable users to utilize all relevant system features during their work duties, both during the implementation and after the production cutover.	The User Manual shall include (at a minimum): CMS end-user manual(s) CMS mobility user manual System administration and operations manual On-Line Help administration manual Ad hoc report writing manual Run book that contains: network configurations, reboot procedures, monthly/daily maintenance along with trouble shooting guidelines
8.4	Conduct Training	Contractor shall conduct and complete onsite Train-the-Trainer training session within a sixty to ninety (60-90) day period prior to system Go-Live. Contractor shall provide technical training with sufficient depth and clarity to enable County technical personnel to understand the underlying structure and function of system components, to troubleshoot the application software and interfaces (including platform, network, and security interfaces), to support users (help desk(s)), to perform all system administration and administration duties, and to plan for potential future integration with other applications.	The Training Execution Results shall summarize the training efforts, its outcomes and confirm its completion including training of trainers and technical training of system administrators.

3.12 Task 9: System Deployment and Rollout

While DMEC desires a "big bang" CMS implementation, a successful approach will require extensive training across bureaus and must allow for enhancements in the short to mid-term. Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall validate that each interface to an external system is working correctly. Contractor will repair all interface-related problems caused by Contractor-developed interfaces.

In addition, Contractor shall assist the County with testing and release preparation in the pre-production environment.

Contractor shall provide the following System Implementation sub-tasks and deliverables:

Task 9. System Deployment and Rollout Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
9.1	Production Release Planning	Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of a deployment plan to go live in the production environment, assist the County in successfully cutting over users and maintaining DMEC CMS in the Production environment.	The Production Release Plan shall include, but not be limited to, the following components: • Updated Configuration Information required satisfying the County production configuration management requirements • Updated System Architecture • Updated Detailed Design, including detailed system, technical, and user documentation. Deployment schedule In addition, the Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.

Task #	Sub-Task Name	Description	Deliverables
9.2	Production Release	Upon successful completion of UAT, the County will schedule a release to be moved to the Production environment.	 Each Production Release shall include the following: Release-specific Hardware and Software system components Release Description including Architecture or Design updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release Detailed hardware and software configuration information including any software and hardware dependencies and instructions Database documentation conforming to industry standards Detailed configuration information for any 3rd party hardware and software Contractor shall provide updated documentation when system upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.
9.3	Production Cutover Planning	Contractor shall provide multiple cutover cycles, if specified in the Solution Implementation Plan, including at minimum one Table Top Rehearsal to confirm the process and to establish the cutover timeline.	The Production Cutover Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.
9.4	Production Cutover	Contract shall complete multiple cutover cycles, as specified in the Production Cutover Plan.	The Production Cutover Report shall provide results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

3.13 Task 10: Production Support and Transition

Contractor shall provide implementation, maintenance and support of the production DMEC CMS for the period as requested in this SOW, and as stipulated per County standard terms and conditions.

Contractor services shall include (at a minimum):

- A. Provision of core DMEC CMS upgrades, including enhancements and new features
- B. Service desk support
- C. Defect correction
- D. Impact analysis of upcoming patches and upgrades
- E. Modifications to Contractor provided components and configurations to support upcoming patches and upgrades
- F. Testing and deployment of patches and upgrades in all environments
- G. Continuous health checks of the production system
- H. Continuous tuning and other required system level administration
- I. Recommendations for system performance tuning
- J. Application modifications required to support scheduled infrastructure upgrades

Contractor shall support the County to apply maintenance and support activities to any components restricted for access to County staff.

Contractor shall conduct the Vendor Monitoring process on a monthly basis during review meetings between Contractor and County. Results may be used to:

- A. Create actionable strategies and remediation plans
- B. Communicate and manage contracts performance
- C. Enhance relationship management through open performance dialogs

Contractor shall recommend and support infrastructure (e.g., operating system, database, etc.) upgrades such that the utilized infrastructure is no more than two (2) major releases behind the current release available from the provider of the infrastructure component.

Contractor shall bill County for maintenance and support services provided after the acceptance of the Production Cutover Report. If DMEC CMS is implemented incrementally, Contractor shall provide maintenance and support services for the incremental releases at no additional cost to the County. With concurrence from the County, the routine planned maintenance activities shall be scheduled with minimal disruption of the 24-hour operational window. Contractor shall provide the

County with a copy of the schedule at least 30 days in advance of the scheduled maintenance date for approval.

Contractor shall provide the following sub-tasks and deliverables:

Task 10. Production Support and Transition Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
10.1	Transition Planning	Contractor shall provide a comprehensive Production Support and Transition Plan (Transition Plan).	The Transition Plan will describe how the Contractor intends to support DMEC CMS and transition that support over to the responsible County entities. Contractor shall provide the County with a list of personnel, contact information, and its area of expertise of who shall be performing system production support.
10.2	Disaster Recovery Planning	Disaster recovery requirements relative to the physical environment and planning for recovery from operational failures are not the responsibility of the Contractor, unless vendor hosted. However, Contractor's knowledge of the System will be helpful in the County's business continuity and disaster recovery planning.	Contractor shall provide a Disaster Recovery Plan to address the following: Areas of the System most susceptible to failure or disaster that may result in downtime. Recommendations for recovery processes, or steps to take in the event of a downtime event. Recommendations for the County on how to comprehensively and effectively mitigate the risk of a downtime event.

Task #	Sub-Task Name	Description	Deliverables
10.3	System Acceptance	There shall be one System Acceptance event for DMEC CMS. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Support. Conditions for System Acceptance shall include: Change configuration and release management shall be able to be provided by the County. The County shall be able to provide application maintenance, development and testing immediately after acceptance of DMEC CMS without Contractor's intervention. All ownership of licenses and maintenance contracts shall be transitioned from Contractor to the County. The resolution of all documented Contractor-responsible deficiencies as stipulated through the approved defect and issue tracking process. DMEC CMS successfully performs in the production environment for a period of one hundred twenty (120) consecutive calendar days without any level 1 or level 2 deficiencies. Knowledge transfer and training for end users has been provided. The successful completion of all other work breakdown structure elements, tasks, and deliverables as specified in the Contractor project schedule as approved by the County.	Once all System Acceptance conditions have been met, Contractor shall provide to the County for approval, a System Acceptance Document that shall include a final Requirements Traceability Matrix identifying all System requirements allocated to current, in-production System components. Sign-off of this document by the County will constitute System Acceptance and trigger the beginning of Maintenance and Support.

Task #	Sub-Task Name	Description	Deliverables
10.4	Maintenance and Support (M&S)	Upon System Acceptance, DMEC CMS will enter Maintenance and Support (M&S). Contractor shall provide an M&S Plan and sample contract language for its standard and premium M&S services.	The M&S Plan shall address the following areas: Support Model Triage Procedures Tools Identification of Roles and Responsibilities of support personnel Release Management Upgrades Maintenance Ongoing Operations Deliverables System Security Defect/Issue management
10.5	Maintenance Activity Reporting	Upon completion of any maintenance activity, Contractor shall furnish a maintenance activity report to the County within the response timeframe define by the Service Level Requirements (SLRs). See Appendix B2 — Requirements Response Workbook.	The Maintenance Activity Report shall include, at minimum, the following: Date and time notified. Date and time of arrival. If hardware, type and serial number(s) of machine(s). If software, the module or component name of the affected software code. Time spent for repair. List of parts replaced and/or actions taken. Description of malfunction or defect. Contractor shall provide Maintenance Activity Reports, monthly, for the duration of maintenance and support services.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

4.1 Status Meetings

Contractor is required to attend scheduled status meetings.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County Project Manager within ten (10) business days, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Project Manager within ten (10) business days, 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 Project Manager within ten (10) business days.

4.3 County Observations

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

5.0 RESPONSIBILITIES

The Project Team Overview and County's and Contractor's responsibilities are as follows:

5.1 Project Team Overview

The Contractor must provide a team of resources that have the following experiences:

- A Project Manager ("Contractor Project Manager") with a minimum three (3) years of experience of project management experience in implementing solutions for U.S. Coroners or Medical Examiners comparable in business processes and capabilities to what is requested in this SOW. Specifically, case management system experience should include medical examinercoroner department clients. This resource must have reference-able credentials in the successful completion of the critical project-specific administration and oversight activities to execute and deliver an enterpriselevel project. PMP certification is desired for this role
- A Lead Solution Architect with a minimum three (3) years of experience designing case management solutions discussed in this SOW. This resource is responsible for project compliance with technical, architectural, and implementation best practices and for the implementation of all functional requirements. Contractors may propose multiple Lead Solution Architects to ensure proper coverage for each implementation phases

COUNTY

5.2 County Personnel

The County will administer the Contract according to the Contract, Paragraph 6 (Administration of Contract - County). Specific duties will include:

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

5.3 Furnished Items

The County will provide workspace for the Contractor's proposed project team while they are onsite at DMEC.

CONTRACTOR

5.4 Contractor Project Manager

Contractor shall provide a full-time Project Manager or designated alternate. County shall have access to the Project Manager during all business hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached during regular County business hours.

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.

5.5 Contractor Personnel

Contractor shall assign a sufficient number of employees to perform the required work as specified in the Statement of Work.

All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee.

5.6 Facilities and Furnished Items

The Contractor shall provide the system hosting environments for Development, Testing, Stage, and Production operation of the CMS. In addition, Contractor will provide Disaster Recovery capability. The recovery method will depend on the selected platform(s) and the System's architecture and capabilities. The County shall provide the training facilities as needed. Contractor shall supply all materials not provided by County that are needed to comply with this Statement of Work and the Contract.

5.7 Materials and Equipment

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

STATEMENT OF WORK (SOW)

5.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 pm, Pacific Standard Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

Calls received during these hours of business must be responded to within 15 minutes of receipt. Critical system failures must be resolved within 2 hours from time of call, while non-critical system failures must be resolved within 6 hours from time of call. Non-system failure calls ("Questions") must be resolved within 24 hours of time of call. Each of these response and resolution time windows must apply across seven days a week. When the office is closed, an answering service shall be provided to receive calls. Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.

See Appendix B2 – Requirements Response Workbook for further details on Service Level Requirements.

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STATEMENT OF WORK (SOW)

6.0 WORK SCHEDULES

6.1 Hours /Days of Work

County regular business hours are 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday.

County observed Holidays are: **New Year's Day** - January 1, **Martin Luther King Jr.'s Birthday** - third Monday in January, **Presidents' Day** - third Monday in February, **Cesar Chavez Day** - last Monday in March, **Memorial Day** - last Monday in May, **Independence Day** - July 4, **Labor Day** - first Monday in September, **Indigenous People's Day** - second Monday in October, **Veterans Day** - November 11, **Thanksgiving** - fourth Thursday and fourth Friday in November, **Christmas** - December 25.

If January 1st, July 4th, November 11th, or December 25th falls upon a Saturday, the preceding Friday is a holiday. If January 1st, July 4th, November 11th or December 25th falls upon a Sunday, the following Monday is a holiday.

6.2 Work Schedules

Contractor shall submit for review and approval a work schedule for each facility to the County Project Manager within 10 days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within 10 working days prior to scheduled time for work.

6.3 Physical Location

Contractor shall submit for review and approval a physical work location, which may be incorporated into overall work schedule documentation. The Contractor Program Manager shall co-locate at DMEC facilities (1104 N Mission Rd, Los Angeles, CA 90033) on a part-time or full-time basis during the lifetime of DMEC CMS implementation.

DMEC maintains Investigation division regional offices in the South Bay, Antelope Valley, and San Fernando Valley. These offices provide a more rapid response to the location of death in these areas due to the proximity of the regional facility. The Contractor is not required to travel to these regional offices for any tasks such as requirements validation, train-the-trainer training or production cutover and go-live.

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LOS ANGELES COUNTY DEPARTMENT OF MEDICAL EXAMINER-CORONER

CONTRACT NO. CASE MANAGEMENT SYSTEM

Exhibit A SOW APPENDIX B2 - REQUIREMENTS

RESPONSE CODES:

Response Code	Description
Υ	Yes – The requirement shall be met by the core proposed solution. This capability exists or is being used in-production elsewhere and can be demonstrated.
N	No – The requirement cannot be met.
С	Customization or Modification – The requirement shall be met by making programmatic (software development) changes to existing software, developing new software and/or building an interface to the applications listed in this RFP. (Note: This response code includes any software currently in development to meet this requirement by Proposer but which is not yet installed in any client production system).
т	Third Party Software – The requirement can be met with a third-party software product, other than the core CMS provided by Proposer. This includes any work required to incorporate the third party software to operate seamlessly with the CMS. Proposer shall provide a list of all third party software products and include associated costs in the Cost Proposal section of this RFP.

INTRODUCTION:

The Case Management Systems (CMS) shall support the full death investigation process including exam /autopsy for the County of Los Angeles. The functional capabilities of the CMS solution are broken down into the following larges:

Functional Requirement Group	Definition (Functional Requirement Group)	CMS Overview	Additional Info
Priority CMS Capabilities	A list of priority capabilities are identified in the RFP package. These items are defined individually on the Functional Requirements tab of this document.	CMS shall have the ability to meet each of theses priority capabilities either COTS or through customization.	List of Priority CMS Capabilities: - NAME Clock Start /Stop - NAME Exception Tracking - Assignment /Availability of Staff - Decedent Status /Location & Crypt Management - Structured Data Fields for Case Management - Case Notes - Property Management - Evidence Management - Content /Document Management Integration
COTS CMS Capabilities (DMEC Use Cases)	A list of thirty-one (31) Use Cases are organized into seven (7) DMEC Business Areas. Collectively, these Use Cases represent the end-to-end business functions of the Department.	CMS shall functionally support DMEC Use Cases. If any Use Case, as defined throughout RFP package documentation, cannot be supported by the solution, then the Proposer must specifically address deficiency areas.	List of Business Areas: - Reporting Desk - Investigation & Transportation - Manage Property & Evidence - Autopsy/Exam & Medical Report - Process Specimens & Test Orders - Disposition, Release Planning & Release - Manage Public Requests
Reporting and Communications	The Reporting and Communications capability represents the ability of CMS to provide periodic Case Management Reports summarizing DMEC performance.	CMS shall have the ability to generate summary reports containing information that includes but is not limited to case completion (rate, average duration, by type), case statistics (e.g. duration) and breakdown by type. CMS shall provide a data connection or exports to DMEC's Power BI instance to enable additional data analytics and reporting by DMEC through Power BI. CMS shall provide data exports and share data with other departments including County's Department of Public Health (DPH) County Office of the CIO's (OCIO) Countwide Master Data Management (MDM) initiative /data warehouse. DMEC's current CME provides a data feed from their SQL DB to LAC's Department of Public Health. DMEC envisions continuing to provide data directly to LAC DPH and providing data from CMS to OCIO's Countywide MDM /data warehouse solution.	- Generate Reports - System Audit - Share Data
User Interface	The User Interface capability represents the ability for authorized users and system administrators to access, utilize, and interact with CMS.	CMS shall have ability to allow authorized users to access the Case Management System user interface through a web user interface. Authorized users shall also have the ability to access CMS through the use of mobile platforms. Authorized user logins shall be tracked by the system with authorized user login history accessible by system administrators as needed. CMS shall provide user-specific workflow guidance that includes but is not limited to Investigation Report creation, property management, evidence management, Medical Examination Report creation, and additional guidance and help.	- User Login - User Administration - Workflow Guidance

		Level 2 Capability		Coi	ntractor	's Res	oonse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	Т	Clarification/Description for meeting requirments
_	PRIORITY CMS	CAPABILITY						
F-1	NAME Clock	Start /Stop	The System shall provide the ability to "start and stop" the clock which tracks case cycle time (within DMEC jurisdiction) given standards defined by National Association of Medical Examiners (NAME).	x		x		The system will have a page that provide the functionally to start/stop the clock and show these time in a grid. Also, the system will provide the functionally to enter a description for each star/stop clock and to assign it to a predefined field in the system (example: arrived to scene, autopsy, etc).
F-2	NAME Except	ion Tracking	The System shall provide NAME exception tracking for specific conditions when a DMEC case should be excluded from specific performance metrics (Note: NAME allows some inspector discretion; for example, if an office does not perform autopsies and examinations on weekends or holidays, those days should not be included in the determination of the time between which jurisdiction is determined to the time that the autopsy or examination is performed; circumstances such as delays related to long distance body transport, organ/tissue procurement, family religious beliefs/practices, education requirements and mass fatalities are appropriate exceptions)	×		×		System will have a form where the user can configure the intervals of days that should be excluded of the performance metrics.
F-3	NAME Accreditation	on - Section C.6.o	The System shall measure and report the % of autopsies and external examinations performed within 48 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy (note: corresponds to NAME Section C.6.o, Phase I)	х				System contains a turn around time form that measures these stats.
F-4	NAME Accreditation	on - Section C.6.p	The System shall measure and report the % of autopsies and external examinations performed within 72 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy (note: corresponds to NAME Section C.6.o, Phase II)	х				System contains a turn around time form that measures these stats.
F-5	NAME Accreditation	on - Section F.4.k	The System shall measure and report the % of all postmortem examination reports completed within 90 calendar days from the time of autopsy (Note: corresponds to NAME Section F.4.k, Phase II)	x				System contains a turn around time form that measures these stats.
F-6	NAME Accreditation	on - Section F.4.I	The System shall measure and report the % of all postmortem examination reports completed within 60 calendar days from the time of autopsy (Note: corresponds to NAME Section F.4.I, Phase I)	x				System contains a turn around time form that measures these stats.
F-7	Assignment /Ava	ilability of Staff	The System shall support tracking of staff available to take death investigation case assignments such as Investigators on duty and current case load, Forensic Attendant & DSU van availability and on duty, Forensic Technical availability for exam preparation and support and Deputy Medical Examiners available for exams /autopsies.			х		The system will have a page where the user can select a role and the system shows which people are availible to take the case. Additionally the system will show the quantity of active cases where this person is affected.
F-8	Assignment /Ava	ilability of Staff	The System shall support assignment of cases to staff such as dispatch of Investigators and DSU Forensic Attendants (FAs), and assignment of Forensic Technicians and Deputy Medical Examiners to exams /autopsies.	x				The system has a dashboard where the users can see the cases and take them. Also, the system should create alerts for the users that need to take action in a case.
F-9	Assignment /Ava	ilability of Staff	The System shall provide staffing-related views and processes that are streamlined for Reporting Desk clerks.			х		System will show worklist of unassigned cases and allow assignement of doctor and technician. Also, the system has reports where the user can see the assignment/availability of staff.
F-10	Assignment /Ava	ilability of Staff	The System shall similarly enable staff assignment by the Duty Doctor and Supervising Forensic Technician (FT) for decedent processing and preparation from the crypt and staff to support examinations /autopsies.	x				System will show worklist of unassigned cases and allow assignement of doctor and technician.
F-11	Decedent Status /Locatio	on & Crypt Management	The System shall maintain a consistent tracking of all decedents and associated containers (e.g. if decedent recovered in parts, bone fragments, dental analysis) from the point of decedent intake through disposition;	х				The system has a form where the user can enter all the information related to the body intake/release and the chain of custody of specimens. We covered by assigning a barcode to each decedent, and specimen.
F-12	Decedent Status /Locatio	on & Crypt Management	The System shall provide tracking of needed decedent Identification and Notification of decedent's Next of Kin and all other pending actions to enable proper release and disposition of decedents.	х				The system has forms where the user can enter information as it relates to the decedent identification, and next of kin information. The system also contains a dashboard where the users can see alerts and pending tasks that need to be completed in order to close the case. When each personal effect is saved the application allows for tracking and or you can set the item on hold. When the body is released, the application will process this information to allow the property items or leave them on hold.

		Level 2 Capability		Cor	ntractor'	s Resp	oonse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	Т	Clarification/Description for meeting requirments
F-13	Structured Data Fields	for Case Management	The System shall structure case data consistently and efficiently for input, review, and reporting across all facets of the case (e.g. County hospitals, Law Enforcement Agencies, Morutaries/funeral homes, etc.) must be selected from a dropdown list of standard values.	х				System utilizes configurable dropdown lists for these areas.
F-14	Case Notes	& Reports	The System shall provide free text fields (e.g. Case Notes, Narrative Sections) and support differentiated entry for internal case notes, Preliminary Investigative Report (record used as input for autopsy type decision), Final Investigative Report and Medical Report.	×				The application provides free text memo fields on the Case Notes Page and the Narrative Page. The case notes page allows a user to select a case note type such as Preliminary Investigative Report or Medical Report to capture notes. Each Case Note entry will have its own free text memo field which will then be stored in a grid. These notes can be generated in a report.
F-15	Case Notes	& Reports	The System shall provide a means for precise and organized case note entry from initiation through amendments and follow-up.	x				The system contains a Case Note form. This form allows a user to select the type of case note and record any case related notations. In addition, the system also contains a case follow up form that allows for inter-office communication for that specific case. Follow ups can be sent to an individual or a role or both. When a follow up is generated the users who the follow up is sent to will receive a notification on their alerts page.
F-16	Property Ma	anagement	The System shall provide all property-related case information to property staff while supporting business processes including inventory management (from receipt through release or disposal management) and tracking chain of custody.	х				This can all be accomplished through the property section of the system. Barcode technology will allow for simplification and improved efficiency of data entry. For example: toxicology labs use barcodes for effective chain of custody record keeping (e.g. specimen, medication, property, evidence and documents).
F-17	Property Ma	anagement	The System shall allow for the tracking of a Next of Kin (NOK) for property than can be different than the NOK for the decedent.	х				The system allows for a case to have multiple NOK's associated/listed. A specific NOK can be set as "Primary".
F-18	Property Ma	anagement	The System shall support dual custody tracking in the chain of custody.	X				The system has a form for property management where the users selected need to sign to perfom the task.
F-19	Evidence M	anagement	The System shall support unique retention and release policies and corresponding notifications and communications (e.g. 90 days to disposal) of evidence.	x				The system supports the prevention of retention, release or disposal based on case type and/or release policies that VertiQ is provided. The system can generate alerts based on these policies.
F-20	Evidence M	anagement	The System shall support identification of LEAs' associated case numbers with evidence and the death investigation case.	×				This is covered by the application. LEA's information can be saved, and we have a series of forms that allow to search all cases by using the filter that the user needs to find what she/he needs. The filters and search result can be customized by the user to be used any time.
F-21	Case Man	nagement	The System shall track all associated decedent containers, associated specimens, property and evidence, all tied to a single case record.	x				All records for Specimens, property, evidence, and medications are case specific. The system provides the ability to barcode individual items or create a group barcode.
F-22	Case Man	nagement	The System shall allow the association of multiple cases with one event (e.g. a multiple traffic fatality).	x				This can be done through the Case Association form and/or through the multiple incidents form. If this is done through the multiple incidents page the cases associated will also display on the Case Association form.
F-23	Content /Document Ma	anagement Integration	The System shall provide a streamlined view of all associated case documents and media, so that end-users may experience entire workflows through the CMS.	X				The system has a form where the user can see and download all the files associated to a case.
F-24	Content /Document Ma	anagement Integration	The System shall integrate with DMEC's Documentum hosted by ISD for pictures and document images associated with decedent cases, and electronic copies of case records.			x		The system will integrate our file management forms using the Documentum REST APIs.
F-25	Content /Document Ma	anagement Integration	The System shall integrate with DMEC's Documentum hosted by ISD to provided the end user with the same functional interface the current ECFS v2 (Documentum)has with DMEC's VNA-Lexmark to view images stored in the VNA.			х		The system will integrate our file management forms using the Documentum REST APIs.
	COTS CMS CAPABILIT	Y (DMEC USE CASES)	<u> </u>					

		Level 2 Capability		Co	ntractor	's Resp	onse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	T	Clarification/Description for meeting requirments
F-26	Reporting Desk	Take Call, Triage & Initiate Case	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Take Call, Triage & Initiate Case.	х		x		We need to implement GeoLoc integration to localize each device connected, Call Center integration to take and transfer calls between users. A Case Flow customization is needed, the application will show the Investigators who are available to take calls, the application already have a form that allow to save all information needed to create a new case.
F-27	Reporting Desk	Dispatch Investigator and Coordinate w/ DSU	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Dispatch Investigator and Coordinate w/ DSU.	x		x		The application supports tablets, mobile, and touch screen. The application have a dashboard where the user can view which cases are not assigned to an investigator and provide a form to do this task. We need to customize the availability of each investigator.
F-28	Reporting Desk	Update Schedules and Notify Parties (WC)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Update Schedules and Notify Parties (WC).	х		х		We have to customize new alerts. We need to update the banner information to show the Update Date for each case, modifiy case form information to allow multiple investigators. We need to add functionality to our administrator page for availability and scheduling.
F-29	Reporting Desk	Schedule Counter Signouts	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Schedule Counter Signouts.	х		х		The application has a form that allows to save all information needed to create a new case. When the user wants to create a new case, they have to select the case type to create, and the application navigation to case form to allow the user to save all information needed. We need to add the investigator report and the flow to submit, review and approve it.
F-30	Investigation & Transportation	Conduct Investigation	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Conduct Investigation.	x		х		The system will show an alert in the dashboard of the investigator, provide forms to enter all the information that the investigator collects and generate reports. The case closure flow needs to be customized for each case type.
F-31	Investigation & Transportation	Pick-Up Decedent	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Pick-Up Decedent.	x		х		The system has a form to generate and print barcoded labels and to enter all the information related to the body of the decedent. We need to customize alerts to notify Decedent and FA status updates.
F-32	Investigation & Transportation	Pick-Up Property & Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Pick-Up Property & Evidence.	x		х		The system has forms to enter and manage the chain of custody of all the personal properties and evidences collected in the case. We need to customize to get time used to do each task.
F-33	Investigation & Transportation	Approve Preliminary Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Approve Preliminary Report.			х		The system generates an alert for the Investigation Supervisor whenever an Investigator submits a Preliminary Report and provide some forms to allow the supervisor to review, reject or approve the Preliminary Report.
F-34	Investigation & Transportation	Approve Investigation Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Approve Investigation Report.	x		х		The system has tasks and alerts in the dashboard that allow to close a case when all the actions needed have been completed. We will need to customize each case type to configure how and/or when they are deemed as completed.
F-35	Manage Property & Evidence	Inventory & Manage Property	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Inventory & Manage Property.	х		х		Covered in the Property items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of property.
F-36	Manage Property & Evidence	Release Property	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Release Property.	х				Covered in the personal items pages (transfer, release, chain of custody). We will Modify the page to allow multiple people to electronically sign for possession of property.
F-37	Manage Property & Evidence	Inventory & Manage Physical Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Inventory & Manage Physical Evidence.	х				Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of evidence.

		Level 2 Capability		Cor	itractor	s Resp	onse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	Т	Clarification/Description for meeting requirments
F-38	Manage Property & Evidence	Release Physical Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Release Physical Evidence.	x		х		Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). Modify page to allow multiple people to electronically sign for possession of Evidence. Add integration with LEA's case management system.
F-39	Manage Property & Evidence	Manage Digital Evidence (Photos, X-Rays, CTs)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Manage Digital Evidence (Photos, X-Rays, CTs).	,X		х		Covered in the evidence items pages (intake, transfer, release, chain of custody). Add files in Evidence page with the capabilities to be reviewed, also, the system has forms to upload and view files associated to the case.
F-40	Manage Property & Evidence	Share Digital Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Share Digital Evidence.	х		х		Covered in the evidence items pages (intake, transfer, release, chain of custody). Need to customize to share digital evidence with LEA if needed.
F-41	Manage Property & Evidence	Dispose of Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Dispose of Evidence.	x				Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of evidence.
F-42	Autopsy/Exam & Medical Report	Unload and Check-In Decedent ("Receiving")	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Unload and Check-In Decedent ("Receiving").	х		x		The system has forms to enter all the information about the decedent and the body intake. Also, it can track all the movements of the body. We will add some alerts and notifications to guarantee the communication between FA and Ops Doc, FT, and DME.
F-43	Autopsy/Exam & Medical Report	Determine Prep Type & Assign Exam	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Determine Prep Type & Assign Exam.	х		x		The system has forms to enter all the information about the decedent, the body, exam type with the ability to assign a pathologist. Users can generate reports to show the case information. Add notifications and new status fields.
F-44	Autopsy/Exam & Medical Report	Update Autopsy/Exam Schedules and Notify Parties	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Update Autopsy/Exam Schedules and Notify Parties.	x		х		The system contains a form to schedule exam date and time. We also have a form to manage "Schedule Conflict". We'll add alerts and notifications in the dashboard for notification purposes.
F-45	Autopsy/Exam & Medical Report	Prep for Autopsy/Exam	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Prep for Autopsy/Exam.	x		х		The system has forms to enter all the information about the decedent and the body. The application provide series of reports to show the case information. We will need to customize alerts/notifications.
F-46	Autopsy/Exam & Medical Report	Conduct Autopsy /Exam & Make Ready for Release	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Conduct Autopsy /Exam & Make Ready for Release.	x		х		The system has forms to enter all the information about the decedent and the body and reports to show the case information. Add autopsy/exam clock. Create new alerts and notifications. Add voice-to-text and similar capabilities.
F-47	Autopsy/Exam & Medical Report	Write & Complete Medical Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Write & Complete Medical Report.	х		x		The system has forms to enter all the information about the decedent and the body and reports to show the case information. Add new alerts and notifications. We can cover this section with transcription but there is a point that we need more clarification: "The system shall have the ability to create a miscellaneous form for DME notes(separate from case notes) that is with the electronic case file but not automatically disseminated upon request for the examination report."
F-48	Process Specimens & Test Orders	Send Test Orders (Toxicology, GSR, Tools, etc.)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Send Test Orders (Toxicology, GSR, Tools, etc.).	x		x		The system has forms to enter the tox request and register the tox send out and the tox results. Also, the system integrates with laboratories like NMS to send the tox request and receives the results directly in the application.
F-49	Process Specimens & Test Orders	Receive Specimens and Test Orders	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Receive Specimens and Test Orders.	х				The system has forms to manage the specimen information and enter the tox request.
F-50	Process Specimens & Test Orders	Process Specimens, Evidence & Generate Test Results	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Process Specimens, Evidence & Generate Test Results.	х		х		The system has forms to manage the specimen information and enter the tox results. Modify our tox results page to allow reviews.
F-51	Disposition, Release Planning & Release	Identification & DOE Cases	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Identification & DOE Cases.	х				The system has forms to create DOE cases and enter all the information related to it. Also the system provides notifications and alerts in the dashborard of the users.

		Level 2 Capability		Cor	ntractor'	s Resp	onse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	Т	Clarification/Description for meeting requirments
F-52	Disposition, Release Planning & Release	Notifications	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Notifications.	x		х		We will generate alerts, provide the user with steps to complete the notification workflow. We will track the steps that are used to make a the successful notification.
F-53	Disposition, Release Planning & Release	Track Decedents' Disposition	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Track Decedents' Disposition.	x		х		We support it but we need to add some notifications, alerts to users, and new validations to accomplish all the use case.
F-54	Manage Public Requests	Perform Self-Service Inquiry	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Perform Self-Service Inquiry.	×				Our system provide an API that allow to get all information associated with each case. Each service in the API is documented to know how to get the information. We provide a summary case information, contacts NOK information. We provide a service to get all forms associated information for specific case. We provide a service to get all cases summary information, using specific filters.
F-55	Manage Public Requests	Manage External Request	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Manage External Request.	x		х		The system has forms and report to show case information related to the caller. Also, the system should generate letters and reports to send out to the requestor.
F-56	Manage Public Requests	Create Death Certificate	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Create Death Certificate.	х		х		The system has forms to view case information and view or genrate death certificates. Also, the system sends the case information to EDRS.
	REPORTING AND C	OMMUNICATIONS						
F-57	Generate Reports - Cas	e and NAME Statistics	The System shall generate case statistics that contain summary information, internal statistics, and NAME evaluation metrics including, but not limited to, case duration (elapsed time between case initiation and autopsy /external exam completion; elapsed time between autopsy /external exam completion and postmortem examination completion), case initiation location, case investigator assigned, authorized users, and case breakdown by type (e.g. field, hospital, signout). Where applicable, reports should present data across the deapartment or division as well as across individual employees (e.g. Investigator Report completion time or work volume should show results across a time frame for all of Investigations OR by individual investigator)	x		х		Related to the new form created in F-1 and F-2. We need to create statistics using the new data collected in the new form.
F-58	Generate Reports - Cycle Ti	me & Performance Metrics	The System shall support reporting of Cycle Times and Performance Metrics captured in Appendix B2 - Use Cases.	х		х		Customization needed to generate reports using the new data collected in F-1 and F-2.
F-59	Generate Reports - F	Report Destinations	The System shall have the capability to change or update standard and ad-hoc report destinations including, but not limited to, specific Department bureaus and County agencies.	Х		х		We need to customize to add a new page to manage reports (add, update, remove).
F-60	Generate Reports - I	nformation Capture	The System shall provide web /digital forms to capture different information across the business areas and end-to-end steps of a DMEC case.	х		х		Each form in the application allows to save information associated with the case. Each form allows to print and generate a report with the all information captured. We need to add a new form to allow to capture dynamic information and generate a report with all of this information captured.
F-61	Generate Reports - I	Download and Print	The System shall provide ability to download raw report files and print physical copies of blank reports (for data entry), in-progress reports, and complete reports for review.	х				The system has a form where the user can generate and print reports.
F-62	Generate Reports	- Custom Reports	The System shall provide ability for end-users to define parameters of ad hoc reports (e.g. summary by date of jurisdiction acceptance, date of death, summary by cause of death).	х				The application allows the end users to save parameter based ad hoc reports for future use. This includes the ability to export to excel.
F-63	Generate Reports - Ex	ternal Reporting Tool	The System shall have the ability to leverage external reporting software such as Power BI.	х				The system supports the use of Power BI.
F-64	System Audit -	Frack Changes	The System shall track and record changes or updates to existing or new Case Management Records.	х				All system transactions can be viewed in the extensive audit trail. This is based on user permissions.
F-65	System Audit	- Timestamps	The System shall record point-in-time case information for each death investigation.	х				All system transactions can be viewed in the extensive audit trail. This is based on user permissions.
	USER INT	ERFACE						Tana and a same and a
F-66	User L	ogin.	The System shall allow an authorized user to access the Case Management System via a web user interface.	х				The system is a web based application. Anyone with a user account will have the ability to access the system based on their permissions.
F-67	User Administration	n - Login Tracking	The System shall have the capability to track authorized user system login.	х				All system transactions including user logins and logouts can be viewed in the extensive audit trail. This is based on user permissions.
F-68	User Administrati	on - System Use	The System shall have the capability to track CMS use.	Χ				See response above.

		Level 2 Capability		Cor	tractor'	s Res	onse	
Req. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	С	Т	Clarification/Description for meeting requirments
F-69	Workflow Guidance - U	ser-Specific Workflow	The System shall allow an authorized user to view a user-specific workflow and access permissions.	х				An authorized user can view a specific roles access on the Menu Admin form in the administration menu. All outstanding tasks regardless of roles can be viewed on the user worklist, this is also permission based.
F-70	Workflow Guidano	ce - Queued Work	The System shall allow an authorized user to view queued work for the department, bureaus and users.	Х				See response above.
F-71	Workflow Guidance - Do	ocumentation and Help	The System shall provide an authorized user access to system documentation and help.	x				Yes, the system contains help documentation on each form. This explains the functionality of the form and navigation tips for form completion.
F-72	Workflow Guidan	ce - NAME Rules	The System shall provide an authorized user documentation on NAME start /stop and exception rules and overall accreditation guidelines.	Х				This will be incorporated upon business rule approval.
F-73	Workflow Guid	lance - Search	The System shall allow an authorized user to search qualifying case information including, but not limited to, case number and date of case initiation.	Х				The system has extensive case search capabilites which can be restricted by role through the Menu Admin page.

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_			Level 2 Capability		Cor	ntracto	or's R	esp	onse	
Req	. ID	Level 1 Capability	(if Use Case)	Requirement	Υ	N	(С	Т	Clarification/Description for meeting requirments

INTRODUCTION:

Technical requirements provide the criteria that will be used to assess the technical aspects of the CMS, rather than specific business functional behaviors. The County requires the proposed solution to meet the technical requirements listed in this Appendix. The required technical capabilities of the CMS solution are broken into the below categories:

evel 0 Capability	Definition	CMS Overview			Additional Info		
Security	The Security category represents the requirements related to how end user identity and security shall be determined and controlled within the system.	CMS shall demonstrate the capability to comply with Los Angeles County and other State and Federal public safety security guidelines. The System and its administrators shall have the ability to maintain restrict the user for the functions that they are authorized to perform. Security alerts and policies shall be implemented to provide a sufficient level of notification and summarization of security policy violations and treaches. Due to the complex nature of Criminal Justice agencies and processes, it is essential for CMS to operate under all County, State and Federal constraints and policies.			N/A		
System Integration	The System Integration capability represents the ability of CMS to interface with other criminal justice systems and database for the retrieval, verification, and communication of data.	The System shall interface with the DMEC's current Public Web Portal and DMEC's Documentum for content and electronic document management. The System shall have the capability to interface with, in the future, a call center solution (interactive voice response (IVR) and/or automated call distribution (ACD)) and a laboratory information management system (LIMS). The System shall provide standard based Application Programming Interfaces (APIs) to integrate with current and future County and State applications and databases.			N/A		
Hosting and Environment	The Hosting & Environment category represents the infrastructure required by the County.	The Contractor shall host the System or manage the hosting for the County.			N/A		
			Anticipated Response Times:	Response Time	T'		
		It is the objective of the County that CMS be highly reliable and able to be configured to provide	CMS				
		maximum uptime and availability to all systems and users that depend upon its services. Due to the nature of the County's business processes, a minimal failure rate is essential for all components to		< 3 seconds	+		
	The Service Level Availability and Response Times category represents the operational	minimize a disruption in services. The proposed solution is expected to support an up-time availability of 99.99%. In addition, the solution shall be configured so as to avoid single points of failure, so that the	Third party components and Web Services	< 3 seconds			
Service Level	continuity of how quickly the solution can recover from both unplanned outages as well	failure of any individual hardware component would cause the system to be unavailable.	CMS Reporting Services	< 3 seconds			
Requirements for Availability and	as solution downtime and planned downtime	The solution shall be installed and configured based on Contractor provided best-practices which shall	Service Level Requirements (SLRs):		•		
Response Times	related to installation of upgrades. The failure rate or unplanned outages relates to the	be designed to conform to required response times as defined in "Additional Info". In addition, the Proposer shall provide operations support to detect and correct production-related failures and perform	Standard Operational Hrs. 08:00-17:00 PST	Service	24 hrs. /7 days a week /365 days	a hear + Off Hours Availability	
	reliability of the solution and measures how often it is acceptable for the solution to fail.	all necessary associated recovery procedures in collaboration with Los Angeles County DMEC staff. Any disruption to normal operations shall be resolved quickly to restore the solution to normal running	Service Level Requirements (SLRs) for Availability, cont'd.:				
		condition. The table in "Additional Info" provides additional information related to the Service Level Availability (Planned Outages), Failure Rate, Operational Continuity, and Backup & Recovery of the	Availability and Reliability Requirement	% of Availability			
		CMS solution.	Third party components and Web Services	99.90% 99.90%	<u> </u>		
			CMS Reporting Services	99.90%	1		
			Anticipated Response and Resolution Times (by Severity): Severity Level	Response Time	Resolution Time		
			1-Impact is solution defect and outage of full system, department	15 minute response			
	The Help Desk category describes the support		unable to operate	time (updates promptly)	2 hours		
Help Desk	the Contactor will provide to the County. The County may operate their own Help Desk that	The Contractor shall provide support for the System. The County has Service Level Requirements for support. The Contractor shall describe how they can meet the County's Service Level Requirements and the standard services levels the Contractor provides.	2- Impact to non-critical business activity, business can continue to	15 minute response time	6 hours		
	is the first point of contact for end customers.	ани ино оканиали 561 ИГИВ ТИРИ В СИТИВЕТИ РЕГИГИОВ .	operate	(updates promptly) 15 minute response			
			3-Impact is non-critical business activity, more questions, informational	time (updates promptly)	24 hours (business hours)		
				(upuates promptly)			
Capacity Limits	The Capacity Limits category represents the workload that the CMS is expected to process.	The three criteria addressed include: * Network Connections - The number of connections expected between internal/external agency systems and the solution's components. This includes the sub-systems handling message services and external data synchronization. **Concurrent Users - The number of individuals (regular users and administration) expected to utilize the solution and its sub-systems concurrently. **Cases: Represents the immediate CoM setul as personances and supersonance and the sub-systems concurrently, charges filed or upgraded, and may have an impact on the solution's performance.	Total Users: Normal CMS Operations Users - Total Users - CMS Administrators (assuming 5% of total) Case/Event Type: - Total Calis (Cases Triaged - Total LO MEC Death Investigations - Total Cases (including Agency Assists)	Estimal	Min 215 11 11 16,000 10,000 10,000 300	Max (Growth of 10%) 235 12	
Configuration Management	The Configuration Management category represents the process of maintaining the consistency and reliability of CMS performance and attributes throughout its lifetime.	This section describes requirements related to definition and management of solution configuration options and extensibility. It is an objective of the County that the architecture can be adapted to provide new technical or functional capabilities.			N/A		
·		The Usability requirement addresses:					
Usability	The Usability category represents the degree of intuitiveness and ease of use of CMS.	User Interaction - How easy and intuitive it is for the user to interact with CMS to perform required			N/A		
		actions • User Experience - How easy and intuitive it is for the user to navigate and find information within CMS					
	The Maintainability category represents the solution's ability to be easily modified and	The CMS shall provide flexibility in the configuration of built-in workflows and business rules. It is			N/A		

	1	
Data Management	The Data Management category represents the solution's ability to process and store all data elements and logical data groupings required to provide the requested functionality to address logical data groupings, data retention, and data dictionary.	requirements and orgen is desired. It is essentially a second or the companion of the compa

		Cor	ntractor'	s Respo	onse	Comments or Page and Section number in the proposal where
Req. ID	Requirement	Υ	N	С	Т	additional information can be found.
	Security					
T-1	The System shall provide the ability to log end-user activity information for audit, investigative, technical troubleshooting and problem identification purposes.	х				The system logs all changes made to data and security events.
T-2	The System shall provide controls for access to data and solution functionality based on groups, roles, and permission levels.	Х				The system provides control access by cards and forms by user or role with read/write, readonly or no access at all.
T-3	The System shall provide the ability to define system administrative security separate from content security access.	x				The system has the concept of permissions that can be given to users or roles for administrative tasks.
T-4	The System shall provide multiple levels of security access to folders and documents including: view and edit; view and annotate; view only; and no view.	X				Then system provides no access, read only access or read/write access.
T-5	The System shall provide the ability to limit the display of search results for users applied security rights and roles. The System shall provide Security and Authorization capabilities by using the County's Microsoft Active Directory	X				The system only allows access to data that the user has permissions to. The application supports the use of the County's Active Directory through our
T-6	Services (e.g. MS Azure).	Х				MS Azure platform.
T-7	Please list/describe authentication and authorization products you support.	Χ				The system supports the use of ADS, Azure AD and/or SAML2P.
T-8	The System shall include all documentation necessary to complete tasks required to implement Security and Authorization for access and control of the solution.	x				The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user's manuals.
T-9	The System shall include all documentation to support implementing access controls that comply with the relevant Federal, State, and County Security and Privacy policies.	~				The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.
T-10	The System shall provide the Security and Authorization capabilities from a management console.	X				The system has a UI interface for security configuration.
T-11	Please describe how the solution handles Personally Identifiable Information (PII). Please describe whether or not users can have PII masked depending on role.					PII fields must be defined at time of system design. The role dependency access for each of them can be configured by an authorized user through the application. The backend, based on the authorization level, will return the
T-12	The System shall remain compliant with NIST standards to support encryption and integrity checking of data in	Х		Х		actual field value or a redacted version. The application runs over HTTPS and all data is encrypted in transit, at rest
	transmission (e.g. HTTPS / SSL / TLS.) The System shall provide systicity like (westigns that shall samply with FRI C US Sequity Palicy yearing 5.9 or later	X				and in the backup.
	The System shall provide auditability functions that shall comply with FBI CJIS Security Policy version 5.8 or later. The System shall remain compliant with the FBI CJIS Security Policy throughout the performance of this contract by	^				Compliance is maintained through MS Azure Government Cloud. Compliance is maintained through MS Azure Government Cloud. Please see
T-14	applying changes and enhancements to the solution.	Х				Section C for additional information.
T-15 T-16	The System shall remain compliant with NIST encryption standards, at a minimum, for data in use by the solution. The System shall remain compliant with NIST encryption standards, at a minimum, for data at rest in a backup.	X				This is provided and enforced by our hosted provider MS Azure. All data is encrypted in transit, at rest and in the backup.
T-17	The System shall be configurable to support NIST encryption standards, at a minimum, when data is at rest within the database.	x				All data is encrypted in transit, at rest and in the backup.
T-18	The System shall provide the ability to comply with two-factor authorization.	X				The system supports multi-factor authentication through Azure AD available methods and TOTP (Time-based One-time Password Algorithm).
T-19	The System shall provide the ability to comply with strong passwords.	х				If using Active Directiory, the system supports the County policy. Otherwise there are a number of parameters that can be configured to ensure a strong password is being enforced.
T-20	The System shall have an authorization mechanism that relies on, or restricts a login account for access after a number of unsuccessful attempts within a given time period.	Х				The system restricts a user login after 3 consecutive failed attempts.
T-21	The System shall provide configurable functionality for the number of attempts and the associated time period at which the restriction shall be triggered.	x				If using Active Directiory, the system supports the County policy. Otherwise there are a number of parameters that can be configured to ensure the policies.
T-22	The System shall provide the ability to trigger account access restrictions due to repeated unsuccessful login attempts by locking the login account and requiring the intervention of either a system administrator or a self-help web-page to reset the account.					After a user login has been restricted, a user with system admin permissions will have the ability to unlock this user account. The user will also have the ability to click on the "Forgot Password" link on the main login page and the system will generate an email directly to that user which will allow them to
		Х				reset their password.
T-23	The System shall provide the ability to trigger account access restrictions due to repeated unsuccessful login attempts by locking the login account against further login attempts for a time period configured by a solution administrator.	x				The system can lock an account after a configurable number of unsuccessful login attempts and can be unlocked automatically after a configurable time or manually by an administrator.
T-24	The System shall provide the ability to associate each user with a unique login identifier and associate each user login identifier with a password.	x				Each login account created will require a unique login name and password.
T-25	The System shall provide the ability to define a session timeout based on security group or role.	x		х		The system will provide a parameter to define session timeout for every role.
T-26	The System shall provide the ability to define password security requirements by security group or role.	X		X		The system will provide a set of parameters to define security requeriments for every role.
T-27	The System shall provide the ability to restrict passwords to be not from a dictionary word or proper name.	Х		Χ		The system will check password against a dictionary.
T-28	The System shall provide the ability to restrict passwords to not be identical to the previous ten (10) or more passwords for the account.	х				This can be configured to meet the County requirements.
T-29	The System shall provide the ability to restrict passwords to be a minimum length specified in County Password policy and CJIS policy.	Х				This can be configured to meet the County requirements.
T-30	The System shall provide the ability to display to users a County defined system use notification or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.	х		х		The information to be displayed can be defined during the system design phase.
T-31	The System shall provide the ability to notify the user, upon successful logon / access to the system, of the date and time of the last logon / access.	Х		Х		The system will display a notification with the information related to the last login of the user upon successful login.
T-32	The System shall provide the ability to prevent further access to the system in a locked user session until the user reactivates access using established authorization procedures.	х				The system can lock an account after a configurable number of unsuccessful login attempts and can be unlocked automatically after a configurable time or manually by an administrator.
T-33	The System shall provide an administrative Application Program Interface which can be used to terminate a user session from a County provided mechanism (from a console or automated rule based event trigger).	х		х		The system allows the administrator user to terminate any user session at any time.

T-34	The System shall provide the ability to comply with County Policies for End-user authorization including but not limited to	ı			At the analysis stage, we will define all security policies and configure them
1-34	the following: Groups, Locations, Roles.	Χ			into the system.
T-35	The System shall provide the ability to produce immediate security alert notifications upon detection of a security policy violation.	x			The system detects and audits any failed attempts to login. The system also detects each active session and audits all events from each active session. The system allows access or updates to the information just for users logged in and authorized. Any attempt to access/update information from an unauthorized user will be detected, audited, and rejected by the system.
T-36	The System shall provide the ability to produce a report documenting all security related items in the system by selectable duration (shift, day, month, etc.).	x	x		The information included in this report must be defined during the analysis stage.
T-37	The System shall provide the ability to configure the distribution of security alert notifications.	V			The system will provide a form to configure different types of notifications and
	System Integration		^		recipients for every type of security events.
T-38	The System shall integrate with external systems by sending and receiving information through Web Service protocols.	x			The system has an API so it can be integrated with any other system.
T-39	System interfaces shall utilize loose coupling design principles.	x			The system has an API so it can be integrated with any other system and it's designed with a set of good practices.
T-40	The Contractor shall provide an API library for customization and integration with other systems.	X			The system has an API which allows for it to be integrated with any other systems / applications.
T-41	The System Application Program Interface (API) shall be fully documented with required and optional parameters, return types, side effects, and error or exception return types.	х			The system exposes a RESTful API documented with OpenAPI.
T-42	System documentation shall identify the prerequisite software that is needed or recommended in order to create interfaces which utilize the provided API.	х			The API is implemented with REST HTTP.
T-43	Please describe the integration mechanisms that your solution supports (e.g. API, Direct DB Connection, JSON/csv flat- flet export; automatically scheduled vs. manual). Additionally, please describe how to indicate new/changed/deleted records in the integration.	×			The system exposes a RESTful API documented with OpenAPI.
T-44	The System shall provide the ability to schedule batch jobs in a flexible manner.	X	×		According to batch processes mentioned in answer to question #81 in AddendumNo1. Currently the system allows for sending reports by email. The customization would allow the scheduling of those emails.
T-45	The System shall provide the ability to prioritize and sequence batch jobs.	x	x		According to batch processes mentioned in answer to question #81 in AddendumNo1. The system will allow for setting the priority and scheduling the reports to be emailed.
T-46	The System shall provide the ability to rollback a batch job that has already completed.	Y	v		According to batch processes mentioned in answer to question #81 in AddendumNo1. The system will provide the ability to disable access to sent reports.
T-47	The System shall provide the ability to send notifications to designated users or roles upon failure of a batch job.	X	X		The system allows for the configuration of alerts for every failure.
T-48	The System shall provide an interface with DMEC's Public Web Portal.	x	x		The customization includes the development of the REST API and database views necessary to fulfill the required interface.
T-49	The System shall provide an interface with DMEC's Document Management System, Documentum hosted by ISD.	~	V		The customization includes the SSO integration (subject to Documentum authentication options available), the functional requirements are covered by F-24 and F-25.
T-50	The System shall provide the capability to interface with CA EDRS and Additional State and National Authorities.	X			VertiQ is currently working with the State of CA to get this implemented.
T-51	The System shall provide the capability to interface with LA County DEMS (current County ISAB project with DMEC on the roadmap).	X	×		The system provides a RESTful API that can be used to interface with other systems / application. The system can be customized to interface with other systems in order to fullfil future requirements.
T-52	The System shall provide the capability to interface with IVR /ACD Call Center Technology (future DMEC upgrade).	X			The related functional requirements have details about the implementation. We will integrate with the Call Center Technology provided by Los Angeles County.
T-53	The System shall provide the capability to interface with Laboratory Information System (LIMS, future DMEC upgrade).	x			The system is integrated with the NMS laboratories system. It can send the tox request and receives the tox results. We can adapt this existing interface to meet your LIMS integration requirements.
	Hosting and Environment	•		•	
T-54	The System shall be hosted by the Contractor or a cloud provider that the Contractor manages.	х			VertiQ offers a fully managed hosted application which runs on the Microsoft Azure Government Cloud. We provide 24/7/365 support to all of our hosted clients
T-55	Please describe which cloud vendors you and your solution support.	х			VertiQ utilizes the Microsoft Azure Government Cloud as our hosting provider.
T-56	The System shall be implemented using at least, but not limited to, three (3) separate environments for development, test, and production.	х			Yes, VertiQ can provide 3 separate environments.
	Service Level Availability and Response Times				
T-57	The System shall avoid single points of failure.	x			Azure platform provides a lot of mechanisms of replication of resources to avoid these kind of failures. Please see section C1 -System Architecture & Hosting in the business proposal for complete explaination
T-58	The System shall provide the response times as defined in Table 2: Anticipated Response Times.	Х			The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 ("Services Availability").
T-59	The System shall meet the Planned Outage requirements for CMS defined in Table 3: Service Level Availability (SLA).	х			Scheduled Downtime is not included in the calculation of availability of the Services.Business hours will generally refer to Monday – Friday, 8:00 a.m 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
T-60	The System shall meet the Planned Outage requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	x			Scheduled Downtime is not included in the calculation of availability of the Services.Business hours will generally refer to Monday – Friday, 8:00 a.m 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
					•

	The System shall meet the Planned Outage requirements for CMS Reporting Services defined in Table 3: Service Level		Scheduled Downtime is not included in the calculation of availability of the
T-61	Availability (SLA).	ļ	Services.Business hours will generally refer to Monday – Friday, 8:00 a.m 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
T-62	The System shall meet the Unplanned Outage requirements for CMS defined in Table 3: Service Level Availability (SLA).	Î	Scheduled Downtime is not included in the calculation of availability of the Services. Business hours will generally refer to Monday – Friday, 8:00 a.m5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is
T-63	The System shall meet the Unplanned Outage requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	X	performed between 12-1 AM PST. The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 ("Services Availability").
T-64	Table 3: Service Level Availability (SLA). The System shall meet the Unplanned Outage requirements for CMS Reporting Services defined Table 3: Service Level Availability (SLA).	· ·	The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 ("Services Availability").
	Availability (SLA). The System shall meet the Operational Continuity requirements for CMS defined in Table 3: Service Level Availability (SLA).	Ŷ I	Please see the business proposal under section C1- Security and System Architecure & Hosting for a complete explaination of our Continuity/failover
	The System shall meet the Operational Continuity requirements for Third Party Components and Web Services defined	х	plan. The Services will be available for SaaS, and Storage, and by Contractor
T-66	in Table 3: Service Level Availability (SLA). The System shall meet the Operational Continuity requirements for CMS Reporting Services defined in Table 3: Service	х	99.9% of the time, 24x7x365 ("Services Availability"). Please see the business proposal under section C1- Security and System
	Level Availability (SLA).	x	Architecure & Hosting for a complete explaination of our Continuity/failover plan.
T-68	The System shall provide the ability to track solution uptime and transaction response times for both pre-formatted and ad-hoc queries.	x	The system provides an audit trail for every operation including response times. Azure platform provides tracking of solution uptime.
T-69	The System shall meet the Backup and Recovery requirements for CMS defined in Table 3: Service Level Availability (SLA).	x	Monthly Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-70	The System shall meet the Backup and Recovery requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	x	Monthly Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-71	The System shall meet the Backup and Recovery requirements for CMS Reporting Services defined in Table 3: Service Level Availability (SLA).	Y Y	Monthly Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-72	The System interfaces shall be available for use while the System is available.		Yes. In addition, a user can continue working with some tasks in the event of server shutdown, loss of internet connection or network failure. When the
		х	server comes back or the user regains interent access, all local modifications are synced with the server.
T-73	The System shall support completing data transmission of data inflight or in queue with interfaces when System availability is restored.		Yes. In addition, a user can continue working with some tasks in the event of a server shutdown, loss of internet connection or network failure. When the server comes back or the user regains interent access, all local modifications
		х	are synced with the server.
T-74	Please describe your quality assurance process for new deployments.	V	1. The Analyst documents the new requirement. 2. The requirement is reviewed by a technical leader and by a Quality team leader to create the test plan to verify it once the devolpment is done. 3. The requirement is assigned to a developer by the technical leader. 4. The developer implements the new requirement and sets it as ready to review once she/he finishes. 5. The implementation goes to through a pear code review step. 6. Once the code is approved by the reviewer the requirement is assigned to QA to be tested. 7. The QA reject or approve the requirement. 8. If QA approves it then the requirement is integrate with the solution so it can be tested as a whole. If it is rejected it goes back to the step 4. 9. QA tests again the entire solution and the specific requirement, accordingly to the predefined test plans. 10, If QA approves it then the new requirement is ready to be deployed in client UAT site. 11. The client tests and approve/reject the new requirement. 12. If the client approves it then the new requirement is ready to be deployed in client production site, if rejected the process goes back to step 2. Please see business proposal- section D - Quality Controle Plan for a complete explaination.
T-75	Please describe your deployment process.	X	Once the deployment package is ready, a deployment date is coordinated will the customer. Deployments may involve changes for the client, the server or both. In any case the deploys are done on the hosting server in your requeste test environment. When a new version / update is deployed, the user will receive a notification and they will be instructed to refresh their browser's current page if they are currently logged in to view these changes. Server side modification will be transparent to the users.

T-76	Please describe the frequency of system upgrades and whether or not upgrades require down-time. Please describe the metrics that the solution provides. Also, please describe how the solution would integrate with Los	х		There is no prestablished frequency for upgrades, when new features are implemented in the app, the customer will be informed of the changes and a date for the new deploy will be coordinated with the customer. If a new feature is requested by the customer, a date for the new deploy will be coordinated with the customer. Any bug related update is scheduled to be deployed as soon a solution is available. Since the application can work off-line, system upgrades/updates do not require down-time. Client changes made during this time will require a browser refresh. The solution provides pre-built reports on Turn Around Time and an annual
T-77	Angeles County's analytics platforms (e.g. PowerBI).	х		report. Also there is an ad-hoc module that allows a user to create and save queries through the UI to extract all kinds of information that can be reviewed and/or exported to Excel. The customer might decide to have specific users to which read-only access directly to the application's database will be granted, this access can be use to integrate tools like PowerBI. The solution also provides a Web API which allows access to the application's data based on the same user/role restrictions as the UI.
	Help Desk			
T-78	Please describe your support model (24x7x365 or otherwise). If you offer various levels of SLA support, then please describe associated cost information in your pricing response.	х		Our support model is 24x7x365. However there are two levels within this support model: TechSupport and SiteDown. TechSupport: Covers all things related to the application which are not deemed as critical (the user can go on working without the fix); the requests are answered within an 1 hour or less. SiteDown: all things which are critical or stop the user from being able to work; the requests are answered immediatly. The time of the fix depends on its difficulty.
T-79	Please describe support escalation procedures.	x		The support team receives the request. It is answered immediatly and the team starts to work on it. Depending on the request, a call will be needed in order to clarify the issue and conditions. When the fix is ready and if it is not a critical issue, it will be put in the UAT site and the client will be able to test it and approve it. When the client approves it, he/she will authorize us to put it in the production site (the support team and the client will schedule the datetime to update the production site). This will be outlined in our SLA.
	Capacity Limits			
T-80	The System shall provide the ability to accommodate the forecasted number of network connections in Table 4: Concurrent Network Connections above while maintaining required operational performance levels.	Х		Azure platform can be configured to provide all the necesary resources to maintain the required performance levels.
T-81	The System shall provide the ability to accommodate each of the estimated User counts in Table 5: Concurrent Users above while maintaining required operational performance levels.	Х		Azure platform can be configured to provide all the necesary resources to maintain the required performance levels.
T-82	The Third Party Components and Web Services solution shall provide the ability to accommodate the forecasted number of users in the table above while maintaining required operational performance levels.	x		All components provided by us are hosted in Azure platform.
T-83	The Systems shall provide the ability to manage solution process priorities including routine settings and how exception priorities can be controlled and managed.	x		Azure platform can be configured with different policies to automatically provide all the necesary resources to maintain the required performance levels.
T-84	The System shall provide performance measures that allow monitoring, by both County and the Contractor, of System			
	capacity, performance, and usage. The System shall provide the ability to increase its capacity with only a comparable increase in resources, with no	Х		This is provided by Azure monitoring tools. Azure platform can be configured with different policies to automatically
T-85	degradation in performance, and with no change to system code required.	x		provide all the necessary resources to maintain the required performance levels.
	Configuration Management	17.		novoio.
T-86	Please describe the workflow that your solution provides and where it can be customized.	Y		The workflows are completely customizable and can be determined during the system analysis / design stage. For example, you can change workflow by user or role, by case type, by attribute specific, by autopsy exam type, etc.
T-87	Please describe the User Interface configurability.	v v		Labels, colors, forms navigation, menu, sections visbility, empty fields visibility, banner visibility, etc.
T-88	The System shall provide the ability to clearly identify or separate configuration settings which are specific to an individual environment so as to simplify the management and migration of these configuration settings from environment to environment (e.g. test vs. production).	x		We provide the necesary scripts and tools to move data between environments
T-89	The System shall provide the ability to use configuration variables as placeholders for configuration settings to support application deployment automation.	x		The system uses configuration from files and forms to parameterize all the behaviors.
T-90	The System shall provide the ability to be configured and re-configured (through tools that do not require "code" modifications).	x		The system uses configuration from files and forms to parameterize all the behaviors.
T-91	The System screens shall be highly re-configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, maintain data, and allow addition of custom-defined fields.	x		The system has the ability to reposition, rename and remove fields at runtime in a configuration mode. Custom defined fields can be defined at the analysis / design stage.
T-92	The System shall provide the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.	х		Custom business and validation rules can be defined at analysis stage.
T-93	The System configuration shall provide the ability to be manageable through a graphical user interface.	Х	+	The system has very friendly UI for every task.
T-94	The System shall continue to function reliably and remain secure when individual components are changed.	Х		The system is implemented with all the best practices in mind and our QA team will test every component of the system to keep it reliable.
	Usability The System shall be accessible from a desktop computer. Please describe how access is provided, for example, what	_	 	
T-85	The system shall be accessible from a desktop computer. Please describe now access is provided, for example, what web browsers are supported.	Х		Please see Secion C2 Knowledge Transfer and Training for description.

ļ	The System shall be accessible from a mobile device for field staff such as Coroner Investigators and Forensic				The system provides a Progresive Web Application that can work on Android	
T-86	Attendants. Please describe how the solution supports mobile devices (e.g. phone, tablet) including what mobile				or IPhone phones, tablets, and Windows 10 tablets with Edge, Chrome,	
	operating systems and browsers are supported.	X			Firefox and Safari browsers.	
ļ	The System shall provide an online version of training material, and have a learning curve equal to one day or less for				A parallel site will be available with a copy of the system for training and	
T-87	regular user and three days or less for admin.				testing purposes, every form has online help in the system with detailed	
		l			explanation and training videos about form use. Also there will be available	
		Х			support 24X7 by phone and email.	
T-88	The Contractor shall provide on-site "train the trainer" training at a sufficient level to prepare County trainers to conduct end user training.	x			Please see Secion C2 Knowledge Transfer and Training for complete description.	
T-89	The Contractor shall provide on-site or web based training for future versions of solution.	x			Remote web-based training will be available as needed for all future version and/or enhancement releases.	
T-90	The Contractor shall describe the ongoing training programs available for the proposed solution and related components.	·			Remote web-based training will be available as needed for all future version and/or enhancement releases.	
T-91	The System shall have a common vernacular, consistent graphical user interface, and workflow.	X			The system has very friendly UI for every task.	
	The System shall provide time stamps normalized with Coordinated Universal Time (UTC).	X			All dates are saved in UTC	
T-93	The System shall provide the ability to access key information such as Next of Kin, Identification, or Cause of Death					
. 00	within three clicks from any screen.	X			The system has very friendly UI for every task	
	Maintainability The Control of the C		- т	-	T	
ļ	The System shall be configurable, based on assigned authorization levels, by County administrative and operations users.				The workflows can be completely customized during the analysis stage. For	
ļ	users.				example, you can change workflows by user or role, by case type, by attribute	
T-103					specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename	
. 100					and remove fields while in configuration mode. In addition, labels, colors.	
ļ		l			forms navigation, menu, section visibility, empty fields visibility, banner	
ļ		x		х	visibility, etc. can also be configured.	
$\neg \neg$	The System shall support changes to internal business processes or workflows via Graphical User Interface (GUI)		Í		The workflows can be completely customized during the analysis stage. For	
	configurations, without requiring change to system code.				example, you can change workflows by user or role, by case type, by attribute	
		l			specific, by autopsy exam type, etc. Custom defined fields can also be defined	
T-104		l			at the analysis/design stage. The system has the ability to reposition, rename	
ļ		l			and remove fields while in configuration mode. In addition, labels, colors,	
ļ					forms navigation, menu, section visibility, empty fields visibility, banner	
		X)	X	visibility, etc. can also be configured.	
	The System shall provide the ability to apply administrative configurations including but not be limited to:	V		-	IN/ ADO ADO ADO	
	Provisioning Accounts (Service and User) Defining Roles	^ V			We support provisioning from ADS and Azure AD. We support provisioning from ADS and Azure AD.	
	Configuring Logging and Audit controls	X X			We support policies from ADS and Azure AD.	
	Securing accessibility	X			We support policies from ADS and Azure AD.	
	Provisioning Storage	X			This is managed by VertiQ within the Azure platform.	
	The System shall provide the ability to apply operations configuration including but not be limited to:					
	Defining startup and shutdown procedures	X			This can be defined during the analysis stage.	
	Monitoring services	X			This is provided by the azure platform.	
	Configuring High-Availability Architectures	Х	LL		This is provided by the azure platform.	
	The System shall provide the ability to apply database configurations including but not be limited to: Reporting	~			This can be defined during the analysis stage.	
	• Logging	^	- t		This is provided by the azure platform. The application also provide an audit	
T-117		х			trail that provides a log of all system activity.	
T-118	Security	X	- 2	X	This can be further defined during the analysis stage. This can be further defined during the analysis stage.	
T-119	Defining Security Roles for databases The System shall provide the ability to preconfigure the layout of the interface components (e.g. inboxes, task lists,	Χ		X	I his can be further defined during the analysis stage.	
T-120	The dystem shall provide the ability to preconligure the layout of the interface components (e.g. illiboxes, task lists,	•			, , ,	
	search-and-retrieval functions, data input).	Х				
	search-and-retrieval functions, data input). The System shall provide the ability for the layout of the interface components to be automatically determined by the	Х			This can be further defined during the analysis stage.	
		Х				
	The System shall provide the ability for the layout of the interface components to be automatically determined by the	Х			This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For	
T-121	The System shall provide the ability for the layout of the interface components to be automatically determined by the	х			This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename	
T-121	The System shall provide the ability for the layout of the interface components to be automatically determined by the	х			This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors,	
T-121	The System shall provide the ability for the layout of the interface components to be automatically determined by the	Х			This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner	
	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role.	x		x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured.	
	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface	x		x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For	
	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role.	x x		x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute	
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	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface	x x		x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename	
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T-122	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface components. The System shall include application installation procedures for the solution.	x x	2	x x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-122	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface components. The System shall include application installation procedures for the solution.	x x	2	x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
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T-122	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface components. The System shall include application installation procedures for the solution. The System shall include architectural design specifications so that the County can maintain the system without direct vendor support.	x x x	22	x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-122 T-123 T-124	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface components. The System shall include application installation procedures for the solution.	x x x	2	x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-122 T-123 T-124 T-125	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role. The System shall support configurable user interfaces allowing for the selection and positioning of user interface components. The System shall include application installation procedures for the solution. The System shall include architectural design specifications so that the County can maintain the system without direct vendor support. The System shall include documentation defining the functionality of modules that comprise the solution that are	x x x	2	x	This can be further defined during the analysis stage. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, bancer visibility, etc. can also be configured. The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured. The solution provided socumentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals. The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	

	The System shall provide the ability to restrict the use of maintenance tools to authorized personnel only.				The system provides control access by cards and forms by user or role and
T-127					has the concept of rights that can be given to users or roles to perform
		X			administrative tasks.
	The System shall provide certified test tools and scripts to verify solution stability and functionality.				The QA Team is involved in five stages of the development process:
					Analysis: Understanding client requirements and testing strategy planning
					Development: Testing and reporting errors to developers
T-128					Deploy: Quality assurance of entire application
					Application: Testing delivered requirements and application
		~			Support: Testing derivered requirements and application
	The Contain the Hamiltonian the shifts to receive third and to determine the Mindson Handston Database I had to a without	^			Support: Testing fixed issues
T-129	The System shall provide the ability to receive third party updates (e.g., Windows Updates, Database Updates) without	.,			T1 4 4 6 16 11 4 1 4 6
	modifying the Contractor application's configuration.	Χ			That is fulfilled by azure platform.
T-130	The System shall provide the ability to ensure data integrity and quality control through concurrency mechanisms such				The system implements data validation, concurrency checking and ACID
	as pessimistic or optimistic data locking.	Х			transactions.
T-131	The System shall provide the ability to present an English text description of both the error and the suggested course of				
	action to correct the problem, in the event of an error condition.	X			The system shows user friendly messages for all known error conditions.
T-132	The System shall provide the ability to record errors encountered in batch processes and in online transactions. These				
	records must be accessible to system administrators for analysis.	X			The system provide alerts for every type of event.
	Data Management				
T-133	The System shall provide the ability for administrative users to manage the data retention policies based on business				The system supports definition of data retention period, automatic archiving
1-133	rules.	X	X		(for specific data) and/or alerts for defined users.
T 121	The System shall provide the ability for administrative users to manage the logical data groupings to be automatically				The system supports definition of data retention period, automatic archiving
T-134	archived and the archival retention duration for those groups based on business rules.	Х	X		(for specific data) and/or alerts for defined users.
- 105	The System shall provide the ability, with authorization, to manually control and override rules related to archiving		T (, , , , , , , , , , , , , , , , , , , ,
T-135	specific data items.	x	x		The system allows for manually archiving any (archivable) data.
	The System shall provide the ability to prioritize solution tasks including the archiving process to have a lower priority to	^			The system allows for mandally dronlying any (dronlyable) data.
T-136	ensure that it does not affect system performance during peak periods.	Y			This can be further defined during the analysis stage.
Γ-137	The System shall include a catalog of data that is available for import and export from / to the solution.	^ _			Yes, through the system API documentation.
1-131	The System shall provide the ability to import and export and export from 7 to the solution. The System shall provide the ability to import and export data.	^			This can be accomplished through the system API. Data can be
T-138	The System shall provide the ability to import and export data.	v			
	The System shall include a searchable, comprehensive data dictionary covering all data elements in all databases	Χ			imported/exported. A data dictionary and data structure documentation is provided as part of the
T-139		.,			
	supporting the solution.	Х		_	solution.
	The System shall include documentation of the database schema including entity relationship diagrams or data structure				
I-140	diagrams; descriptions of the specific data elements that belong to each data structure; and a description of each data				A data dictionary and data structure documentation is provided as part of the
	structure and the relationship to other data structures.	X			solution.
T-141	The Contractor shall convert historical records identified by the County as specified by the Contractor's Data Conversion				
	Plan.	X			See next item. T-142.
	Please describe how you would work with and/or recommend DMEC to migrate existing case data.				
					1. The project's analyst creates a mapping document to specify how each field
					will be migrated from then current system to the new system.
					2. The analyst creates a document to validate the migrated information, this
					document contains each field expected to be migrated and its expected value
					for a set of test cases, this document specify where the fields can be found in
					then current system and where they are in the new system.
T-142					A developer creates an SSRS packagge to migrate the current database to
					the new database.
					The developer deploys the migrated database on a test envoirment. QA team test the information migrated using the migration validation
					document created in step 2
					6. The database made available through the UAT site for customer review and
					approval. Please see Business Proposal - Section C1 - Data Conversion for a
					complete explaination
		^			
T-143	The Contractor shall identify duplicates from the source data and prevent from occurring in the new solution databases.	^			
T-143		X			This is considered within the data migration plan.
	The Contractor shall identify duplicates from the source data and prevent from occurring in the new solution databases. The Contractor shall ensure the record integrity of the current system data shall be protected and validated throughout	X			This is considered within the data migration plan.
T-143 T-144		x x			This is considered within the data migration plan. This is considered within the data migration plan.
T-144	The Contractor shall ensure the record integrity of the current system data shall be protected and validated throughout	x x			
	The Contractor shall ensure the record integrity of the current system data shall be protected and validated throughout conversion so that it will be reliable for processing after the conversion.	x x			

D 4 ID.		Description	_		Contractor	's Respons	e	Comments or Page and Section number in the
Report ID	DMEC Legacy Report # and Name		Frequency	Y	N	С	Т	proposal where additional information can be found.
R-1	Accident Report to CHP	Cases that DMEC needs to enter into EDRS to report to CHP	Monthly	х				VertiQ system allows users to create predefined searches. The user can determine the parameters and criteria that should be applied, and a list of cases is generated as a result. This list can be exported as an Excel document if needed.
R-2	Document Requests	List of requests for documents (case#, date of request, date of when doc. was sent, doc. type, who processed the request, who requested the document)	Monthly	х				Document Requests grid in VertiQ system shows requests made for all cases.
R-3	NOK Billing	List of closed cases that the dept. can bill for transportation & handling fees	Monthly			х		VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.Transport Billing customization needed.
R-4	Security Hold Cases	List of cases placed on security hold by law enforcement	Weekly	х				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.
R-5	Property released	List of cases with property that property custodians released (case#, date of release, who released it, who it was released to)	Weekly	х				VertiQ system includes a grid that shows all cases that have released properties, detailing the information needed.
R-6	Property inventoried	List of cases with property that property custodians inventoried for the day (case #, who completed the inventory, when was it received, who was the witness, # of items received for the case, location of the property)	Weekly	х				VertiQ system includes a grid that shows all cases that have inventoried properties, detailing the information needed.
R-7	Property disposed	List of cases taken to ISD (case#, who completed the dispo. of property, who was the witness, date of property disposed, # of items taken to ISD by case number)	Monthly	х				VertiQ system includes a grid that shows all cases that have disposed properties, detailing the information needed.
R-8	"Post List"	Worklist containing a list of cases that have been taken jurisdiction on, that are not mortuary signouts, and that do not have a DME assigned or exam date yet	Daily	х				VertiQ system has developed a form "Exam Scheduling" that shows a list of cases that meet the desired criteria. It is also possible to assing a DME and Exam Date from this page.
R-9	Unfinished exam reports	Detailed List of exam reports with no date signed sorted by age, another version sorted by DME, and a summary version. Various columns including whether or not the manner of death is deferred	Weekly	х				VertiQ has developed a form 'Autopsy Report Turnaround' that allows users to see a list of cases whose autopsy report has not been signed yet. It is possible to filter and sort as needed.
R-10	Turnaround times	Various reports that reflect various turnaround metrics over a set of date ranges to be entered by the user. Should align with key NAME accreditaion or other metrics	Monthly			х		VertiQ has developed a Case Status form that shows number of cases which have an exam completed (or not), and the time period in which they were completed. Need alignment with key NAME accreditation.
R-11	Body Cooler Inventory	Snapshot type report listing details of cases currnetly in custody of the DMEC. Based on bodies that have an arrival date but no release date.	Daily	х				Morgue Status List grid from VertQ sytem shows all cases that have a body intake record and have not been released yet. This list can be exported in Excel format.
R-12	DME Cases	Report of cases done or supervised by a particular doctor within a specified time period.		х				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.
R-13	DME NAME Workload	Report of number of cases done by a particular doctor within a specified time period, adjusted according to NAME workload criteria.		х				VertiQ has developed a report that shows number of cases done by a doctor, aligned with NAME workload criteria.
R-14	Tox Testing	Report of percentage of toxicology testing completed after 60 and 90 days.				х		VertiQ has a grid that shows tox requests. Customization needed to display percentage of tests completed after 60 an 90 days.
R-15	Exams but no Cause of Death	Report of cases where exam is complete but cause of death has not been determined, sorted by doctor.		х				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.

			Frequency	_		Contractor'	s Respons	е	Comments or Page and Section number in the
Report ID	DMEC Legacy Report # and Name	Description		Y	N	С	T	proposal where additional information can be found.	
R-16	Past Due Exams	Report of cases over 48 hours after reporting, where exam is not complete.		х				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.	
R-17	Past Due Reports	Report of cases over 60 and 90 days from exam, sorted by doctor, where report is not complete.		x				VertiQ has developed a form 'Autopsy Report Turnaround' that allows users to see a list of cases whose autopsy report has not been signed yet. It is possible to see the results for different periods (including 60-90 days).	

	DMEC Paper Form Title				ctor's	Respons	е	
Req. ID		Requirement	Υ	N	1	С	Т	 Comments or Page and Section number in the proposal where additional information can be found.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						
P-1	Form 1 Case Report	supported by the CMS or Contractor.						
								The application has a form that allows to save all information
		Please describe how the CMS will support the data capture of this form.	x					needed to create a new case.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						
P-2	Form 1B Case Reported	supported by the CMS or Contractor.						
								We provide a form to save or update all general information for
		Please describe how the CMS will support the data capture of this form.	Х					each case reported.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						
P-3	Form 1C Case Inquiry	supported by the CMS or Contractor.						
								VertiQ provide a series of forms that allow to search different
		Please describe how the CMS will support the data capture of this form.	Х					cases by selecting different criteria.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						The Application contains a series of forms that allows the
P-4	Form 3 Investigator's Report	supported by the CMS or Contractor.						investigator to save all information associated with a case. The
								application provide various reports to get the cases information
		Please describe how the CMS will support the data capture of this form.	Х					saved in each form.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						
P-5	Form 3A Medical Evidence	supported by the CMS or Contractor.						Vertiq has developed a section to enter different types of
								Evidences, assign a barcode, release or destroyed them and all
		Please describe how the CMS will support the data capture of this form.	Х					movements can be follow by a Chain of custody.
		The Contractor shall describe what forms are available in the CMS through						The Application ensures the release of all items added to a case,
		configuration, what forms will be custom built by the Contractor and any forms not						allowing the user to register releasing organization or contact.
P-6	Form 5 Order for Release	supported by the CMS or Contractor.						Upon release, the application will generate a release receipt and
								provide you with the option of capturing the signature of the
		Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	Х	-				accepting party.
		=						
D 7	Farm C Barlinging - Francischier	configuration, what forms will be custom built by the Contractor and any forms not						
P-7	Form 6 Preliminary Examination	supported by the CMS or Contractor.						We have developed a series of forms that allows the user to enter
		Please describe how the CMS will support the data capture of this form.	v					all type of information with regards to the Exam of a Body.
		The Contractor shall describe what forms are available in the CMS through	^		-			all type of information with regards to the Exam of a Body.
		configuration, what forms will be custom built by the Contractor and any forms not						
P-8	Form 6B Preliminary Exam Infant	supported by the CMS or Contractor.						Vertig has developed a section with different Attribute Specifics
1 -0	Form ob Fremminary Exam illiant	supported by the civis of contractor.						or Reports Addendums, related to a case that includes the SUIDI
		Please describe how the CMS will support the data capture of this form.	x					forms, CFRPT forms, or any other type of infant death.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not						
P-9	Form 7 Successor Declaration	supported by the CMS or Contractor.						
		,						The application has a very robust contacts/NOK module where
		Please describe how the CMS will support the data capture of this form.	х					personal information can be captured and stored.
		The Contractor shall describe what forms are available in the CMS through	l					
		configuration, what forms will be custom built by the Contractor and any forms not	1					
P-10	Form 8 Unidentified Person	supported by the CMS or Contractor.						The System allows the user to create a case with a Unidentified
								status and there is a entire section for these cases called Pending
		Please describe how the CMS will support the data capture of this form.	х					Identification.
		The Contractor shall describe what forms are available in the CMS through						
		configuration, what forms will be custom built by the Contractor and any forms not	1					
P-11	Form 9 Decedent Identification	supported by the CMS or Contractor.						
								Vertiq provides a page to change the decedent name, track
		Please describe how the CMS will support the data capture of this form.	Х	1				identification attempts and identification status.

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		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-12	Form 12 Adult Protocol	supported by the CMS or Contractor.		
				The application contains a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	x I	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-13	Form 12 Fetal Protocol	supported by the CMS or Contractor.		
P-13	Form 12 Fetal Protocol	supported by the Civis of Contractor.		V 120 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
				VertiQ has developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	X	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-14	Form 12 Guidelines for Adult Protocol	supported by the CMS or Contractor.		
				VertiQ has developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	l _x	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through	r l	comigarable to meet the needs of each on, exam and protocon
		configuration, what forms will be custom built by the Contractor and any forms not		
P-15	Form 12 Guidelines for Fetal Protocol	supported by the CMS or Contractor.		
				VertiQ has developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	x	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-16	Form 12 Guidelines Pediatric Protocol	supported by the CMS or Contractor.		
	Toma 12 Galdennes i Calache i Totoco			VertiQ has developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	_v	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through	<u> </u>	configurable to freet the fleeds of each br., exam and protocol.
		=		
	Form 12 Guidelines for Perinatal-Fetal	configuration, what forms will be custom built by the Contractor and any forms not		
P-17	Protocol	supported by the CMS or Contractor.		
	riotocoi			We have developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	x	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-18	Form 12 Guidelines for Short Form Protocol	supported by the CMS or Contractor.		
				VertiQ has developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	_v	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through	<u> </u>	configurable to freet the fleeds of each br., exam and protocol.
		=		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-19	Form 12 Pediatric Protocol	supported by the CMS or Contractor.		
				We have developed a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	x	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-20	Form 12 Perinatal-Fetal Protocol	supported by the CMS or Contractor.		
	Toma 12 Termotor Fetal Frotocol			VertiQ has developed a series of forms and reports that are
1		Blacco describe how the CMS will connect the data capture of this form		· · · · · · · · · · · · · · · · · · ·
		Please describe how the CMS will support the data capture of this form.	<u> </u>	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through	1 1	
1		configuration, what forms will be custom built by the Contractor and any forms not] [
P-21	Form 12 Placenta Protocol	supported by the CMS or Contractor.] [
			1 1	we have developed a series of forms and reports that are
1		Please describe how the CMS will support the data capture of this form.	x	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not] [
P-22	Form 12 Short Form Protocol	supported by the CMS or Contractor.	1 1	
1 -22	1 Omi 12 Short Form Frotocol	Supported by the GWS of Contractor.		VertiO has developed a series of forms and reports that are
			l.,	VertiQ has developed a series of forms and reports that are
	1	Please describe how the CMS will support the data capture of this form.	X	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through	1 1	
1		configuration, what forms will be custom built by the Contractor and any forms not	1 1	
P-23	Form 14 Microscopic Report	supported by the CMS or Contractor.	1 1	Microbiology, the Medical examiners can see the results right
			1 1	from the system. The associated samples can be tracked using
1		Please describe how the CMS will support the data capture of this form.	lx I	barcode and all the chain of custody is saved automatically.

	T	The Control to the Hill describe what former are smiletely in the CMC through		
		The Contractor shall describe what forms are available in the CMS through		
	Form 15A Medical Report-Field	configuration, what forms will be custom built by the Contractor and any forms not		Vertiq has developed a section called Investigation that includes
P-24	Investigation	supported by the CMS or Contractor.		all "Medical History" from the decedent and also "Incident" that
	investigation			allows Field Investigators to register all information with regards
		Please describe how the CMS will support the data capture of this form.	x	to the Scene and Injuries.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-25	Form 15B Amendment	supported by the CMS or Contractor.		
. 20	Tomi 150 Amendment	supported by the cities of contractors		The application allows to create amendments and track all
		Disease describe how the CNAC will assess that determine a fabric forms	v	
		Please describe how the CMS will support the data capture of this form.	X	changes.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-26	Form 15B Instructions	supported by the CMS or Contractor.		There is a help/documentation available through out the
				application, this can be customized for a specific user's need.
		Please describe how the CMS will support the data capture of this form.	x	Instructional videos are also available.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-27	Form 16 Autopsy Check Sheet	supported by the CMS or Contractor.		We have developed a form called Autopsy Report Review which
P-21	Form 16 Autopsy Check Sheet	supported by the Civis of Contractor.		
				allows a user to view, return and/or approves a submitted exam
		Please describe how the CMS will support the data capture of this form.	X	report.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-28	Form 17A Supplemental Toxicology Request	supported by the CMS or Contractor.		The application provides a form to enter requested tox
				submissions. This form allows the user to associate tests and
		Please describe how the CMS will support the data capture of this form.	x I I	specimens to the individual submission
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
D 00		, , , , , , , , , , , , , , , , , , , ,		
P-29	Form 18 Hospital Report	supported by the CMS or Contractor.		
				Vertiq allows users to add all type of organization information
		Please describe how the CMS will support the data capture of this form.	X	including Hospitals.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-30	Form 20 Body Diagram - Male	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
D 04				
P-31	Form 20D Body Diagram - Female	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	X	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-32	Form 20G Head Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
		,		templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	v	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-33	Form 20I Skull Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-34	Form 20J Body Diagram - Child Anterior,	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
. 04	Posterior, Lateral	Targetti and only or contractors		templates configured and associate that customization on the
		Discount describe how the CASS will appropriately data and the office of the CASS will be propriately determined by the case of the CASS will be propriately determined by the c		· _ ·
		Please describe how the CMS will support the data capture of this form.	X	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
	1	configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-35	Form 20J-2 Body Diagram - Child Lateral	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
P-35	Form 20J-2 Body Diagram - Child Lateral	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those templates configured and associate that customization on the

	1	The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		_		
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-36	Form 20L Brain Diagram - Cerebrum	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-37	Form 20M Brain Diagram - Cerebellum	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
	l			templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x I	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-38	Farma 24 Barda Biannana I ataurah	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
P-30	Form 21 Body Diagram - Lateral	supported by the civis of contractor.		
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	X	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-39	Form 22 Head Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-40	Form 22 Hand Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
F-40	Form 23 Hand Diagram	supported by the Civis of Contractor.		
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	X	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-41	Form 24 Throat Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-42	Form 25 Genital Diagram - Male	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
	Tom 25 deman Stagram Water			templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.		diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through	 ^ 	The application allows to configure all templates to be used, for
		_		
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-43	Form 26 Dental Chart	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	X	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-44	Form 27 Body Diagram - Skeleton	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
	, ,			templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through	 	The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-45	Farma 20 Charll Biannana	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
P-45	Form 28 Skull Diagram	supported by the civis of contractor.		
	1] [templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
	1	The Contractor shall describe what forms are available in the CMS through] [The application allows to configure all templates to be used, for
	1	configuration, what forms will be custom built by the Contractor and any forms not] [example Female Body diagram, Male Body, Brain, Head etc We
P-46	Form 29 Brain Diagram	supported by the CMS or Contractor.] [provide a form to edit and add comments in any of those
	1] [templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-47	Form 20 Hoort Diagram, Artori	supported by the CMS or Contractor.] [provide a form to edit and add comments in any of those
r-4/	Form 30 Heart Diagram - Arteries	Supported by the Civis of Contractor.] [
	1		1 1	templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	IX I	diagram from a specific case.

	ı			
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-48	Form 32 Genital Diagram - Female	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
				templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	x	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through		The application allows to configure all templates to be used, for
		configuration, what forms will be custom built by the Contractor and any forms not		example Female Body diagram, Male Body, Brain, Head etc We
P-49	Form 34 Skull Diagram	supported by the CMS or Contractor.		provide a form to edit and add comments in any of those
	Tom 54 Skull Blugfulli	supported by the only of contractors		templates configured and associate that customization on the
		Please describe how the CMS will support the data capture of this form.	l,	diagram from a specific case.
		The Contractor shall describe what forms are available in the CMS through	<u> </u>	diagram nom a specific case.
		=		TI 6
		configuration, what forms will be custom built by the Contractor and any forms not		The System includes a form called User Worklist that allows to
P-50	Form 42 Check List for Resident Supervisors	supported by the CMS or Contractor.		see all alerts and tasks for their login and role. If user has
				closing/approval privelages form will also show a list of cases for
		Please describe how the CMS will support the data capture of this form.	X	that respective purpose.
		The Contractor shall describe what forms are available in the CMS through		
	Form 42 Nouronathology Consultant	configuration, what forms will be custom built by the Contractor and any forms not		
P-51	Form 42 Neuropathology Consultant	supported by the CMS or Contractor.		
	Referral			Vertiq counts with a form called Consultation which is used to
		Please describe how the CMS will support the data capture of this form.	x	track consultations to other professionals for a specific case.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		On our body exam form, there is a memo field that will provides
P-52	Form 42 Remarks	supported by the CMS or Contractor.		the ability to enter and record exam remarks. Vertig has also
1 02	1 OIII 42 Neillarks	supported by the only of contractors		developed a form called Case Notes to add notes from various
		Please describe how the CMS will support the data capture of this form.		people regarding the decedent's case.
		The Contractor shall describe what forms are available in the CMS through	<u> </u>	people regarding the decedent's case.
				- I I I I I I I I I I I I I I I I I I I
		configuration, what forms will be custom built by the Contractor and any forms not		The application provide a form to add multiple notations to each
P-53	Form 43 Miscellaneous Worksheet	supported by the CMS or Contractor.		case. Each notation can have a category. People who create the
				note, current date and time where the notation is created are
		Please describe how the CMS will support the data capture of this form.	х	saved automatically by the application.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-54	Form 44 Tank Top	supported by the CMS or Contractor.		Vertiq has developed a form that allows users to specify all type o
				clothing collected from the body or scene, add a description,
		Please describe how the CMS will support the data capture of this form.	x I	assign a barcode and all the chain of custody.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-55	Form 45 T-Shirt	supported by the CMS or Contractor.		Vertig has developed a form that allows users to specify all type o
1 00	10111451-511111	supported by the only of contractors		clothing collected from the body or scene, add a description,
		Blazca describe how the CMS will curport the data capture of this form		assign a barcode and all the chain of custody.
		Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	<u> </u>	assign a parcode and all the chain of custody.
		=		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-56	Form 46 Pants	supported by the CMS or Contractor.		Vertiq has developed a form that allows users to specify all type o
				clothing collected from the body or scene, add a description,
		Please describe how the CMS will support the data capture of this form.	X	assign a barcode and all the chain of custody.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
	l	supported by the CMS or Contractor.		Vertiq has developed a form that allows users to specify all type o
P-57	Form 47 Long Sleeve Button Shirt			1 1
P-57	Form 47 Long Sleeve Button Shirt			clothing collected from the body or scene, add a description,
P-57	Form 47 Long Sleeve Button Shirt	Please describe how the CMS will support the data capture of this form.	x	
P-57	Form 47 Long Sleeve Button Shirt	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	x	clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-57	Form 47 Long Sleeve Button Shirt	The Contractor shall describe what forms are available in the CMS through	x	
	Form 47 Long Sleeve Button Shirt Form 48 Neuropathology Consultant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not	x	assign a barcode and all the chain of custody.
P-57		The Contractor shall describe what forms are available in the CMS through	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is
	Form 48 Neuropathology Consultant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is used to track consultations to other proffessionals for a specific
	Form 48 Neuropathology Consultant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is
	Form 48 Neuropathology Consultant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is used to track consultations to other proffessionals for a specific
P-58	Form 48 Neuropathology Consultant Referral	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is used to track consultations to other proffessionals for a specific case.
	Form 48 Neuropathology Consultant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is used to track consultations to other proffessionals for a specific case. We have developed a form that allows users to specify all type of
P-58	Form 48 Neuropathology Consultant Referral	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not	x	assign a barcode and all the chain of custody. The application counts with a form called Consultation which is used to track consultations to other proffessionals for a specific

		The Contractor shall describe what forms are available in the CMS through	1	
		=		
D 00	5 50 5	configuration, what forms will be custom built by the Contractor and any forms not		Vertiq has developed a form that allows users to specify all type of
P-60	Form 50 Dress	supported by the CMS or Contractor.		
		Discount of the bounds of the Confidence of the second of	.,	clothing collected from the body or scene, add a description,
		Please describe how the CMS will support the data capture of this form.	Х	assign a barcode and all the chain of custody.
		The Contractor shall describe what forms are available in the CMS through		
D 04		configuration, what forms will be custom built by the Contractor and any forms not		
P-61	Form 51 Examination Protocol	supported by the CMS or Contractor.		
				The application contains a series of forms and reports that are
		Please describe how the CMS will support the data capture of this form.	Х	configurable to meet the needs of each Dr., exam and protocol.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-62	Form 52 Gunshot Wound	supported by the CMS or Contractor.		Vertiq has developed a section with different Attribute Specifics
				or Reports Addendums, related to a case that includes Firearm
		Please describe how the CMS will support the data capture of this form.	Х	deaths.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-63	Form 53 Curation	supported by the CMS or Contractor.		The application counts with a form to register all Medical Histoy
				from the decedent, physician information, hospitalizations and
		Please describe how the CMS will support the data capture of this form.	Х	previous surgeries.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-64	Form 82 GSR Data Sheet	supported by the CMS or Contractor.		Vertiq has developed a section to enter different types of
				Evidences, assign a barcode, release or destroyed them and all
		Please describe how the CMS will support the data capture of this form.	х	movements can be follow by a Chain of custody.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-65	Form Body Control Card	supported by the CMS or Contractor.		The application generates a barcode to each new body on the
				office(Toe Tag) to track morgue location, storage capacity, and
		Please describe how the CMS will support the data capture of this form.	x	releasing.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-66	Form Evidence Log	supported by the CMS or Contractor.		We have developed a section to enter different types of
		,		Evidences, assign a barcode, release or destroyed them and all
		Please describe how the CMS will support the data capture of this form.	x	movements can be follow by a Chain of custody.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		In our Exam Information section, there is a form to add all types of
P-67	Form Fingerprint Card	supported by the CMS or Contractor.		Fingerprints, X-Rays and Photos related to the decedent. The user
. 0,	Tom Tingerprint card	supported by the civil of contractor.		also has the ability to scan and link the fingerprint card through
		Please describe how the CMS will support the data capture of this form.	v	the file management module
		The Contractor shall describe what forms are available in the CMS through	^	the me management module
		configuration, what forms will be custom built by the Contractor and any forms not		
P-68	Form Ophthalmologic Pathology Referral	supported by the CMS or Contractor.		
F-00	Form Ophthalmologic Pathology Referral	supported by the Civis of Contractor.		The application counts with a form called Consultation which is
		Diagon describe how the CNAS will support the data continue of this form	v	
		Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through	^	used to track consultations for a specific case.
		=		
D 00		configuration, what forms will be custom built by the Contractor and any forms not		
P-69	Form SIDS Cases	supported by the CMS or Contractor.		
		Plane describe have the CMC will assess the data and the office of	L	Vertiq has developed a section with different Attribute Specifics
		Please describe how the CMS will support the data capture of this form.	Х	or Reports Addendums, related to a case that includes SIDS cases.
		The Contractor shall describe what forms are available in the CMS through		
		configuration, what forms will be custom built by the Contractor and any forms not		
P-70	Form Specimen Control Card	supported by the CMS or Contractor.		We have developed a series of forms that allow to save all
				information associated with a specimen, since the specimen is
		Please describe how the CMS will support the data capture of this form.	X	collected until the final disposition.





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ROARD	AGENDA	DATF:

4/5/2022

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 <u>Board Policy 6.020</u>, "Chief Information Office Board <u>Letter Approval"</u>. This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

CONTRACT TYPE:		
⊠ New Contract	\square Sole Source	☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Los Angeles County Department of Medical Examiner-Coroner (Department) is requesting Board of Supervisors (Board) approval to execute a new Contract with VertiQ Software, LLC (VertiQ) for purchase and implementation of its enterprise case management system. The Department will procure VertiQ's solution and implement a fully supported and managed cloud-based Coroner and Medical Examiner case management system (CME-CMS). The Department currently uses dated, twenty-plus-year-old platforms that are not flexible and easily adaptable to support current and future business requirements and do not comply with modern auditing and security standards. The new CME-CMS will provide improved security, support the life cycle of a decedent case, and adapt to the changing requirements and needs of the Department. The proposed Contract Term is five (5) years with three (3) one-year option terms for an aggregate period of five (5) years.

The Department also requests delegated authority to approve and execute amendments and change requests to the Contract, including changing the Statement of Work (SOW) and adjusting the pricing schedule not exceeding the Contract Sum, subject to approval by the County Counsel, review by the Office of the Chief Information Office (OCIO), and notification to the Board.

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

Additionally, the Department requests delegated authority to approve and issue written notices to suspend or terminate the Contract, subject to approval by the County Counsel, review by the OCIO, and notification to the Board.

Contract Amount: maximum contract sum is not to exceed \$1,205,815 for the entire Contract Term.

Total Project costs ⁵ :	\$ 1,600,000
Total ongoing annual costs:	\$ 729,000
Total one-time costs:	\$ 871,000
Sub-total One-time Other County costs ⁴ :	\$ 394,185
Internal Services Department (ISD) Services	\$ 64,135
Contract Project Management Services	\$ 330,050
One-time costs:	
Other County costs:	
Sub-total Contract Costs ³ :	\$ 1,205,815
Third Option Term (Year 5)	145,800
Second Option Term (Year 4)	\$ 145,800
First Option Term (Year 3)	\$ 145,800
Initial Term (Year 1 and 2)	\$ 291,600
Software as a Service (SaaS) Fees ²	\$ 729,000
Ongoing annual costs:	
VertiQ Implementation Services ¹	\$ 476,815
One-time costs	
Contract costs:	
FINANCIAL ANALYSIS:	

Notes:

¹THE \$476,815 IS A ONE-TIME CONTRACT COST, AN ESTIMATED 18 to 24-MONTHS PROJECT, BASED ON FIXED-PRICE DELIVERABLES.

² THE \$729,000 IS THE CONTRACT'S ONGOING ANNUAL COSTS FOR SAAS FEES FOR THE FIVE-YEAR TERMS, WHICH INCLUDE \$291,600 FOR THE INITIAL TERM AND \$145,800 FOR THREE OPTION TERMS TOTALING \$437,400.

THE MAXIMUM CONTRACT COST INCLUDES ALL APPLICABLE TAXES IS NOT TO EXCEED \$1,205,815. THE COST INCLUDES \$476,815 FOR FIXED-PRICE DELIVERABLES IMPLEMENTATION SERVICES AND \$729,000 FOR FIVE-YEAR SAAS FFFS

⁴ THE \$394,185 IS THE ONE-TIME TOTAL OTHER COUNTY COSTS WHICH INCLUDES A ONE-TIME COST FOR ISD SERVICES NEEDED FOR DATA CONVERSION/MIGRATION OF \$64,135, AND A COST TO HIRE A PROJECT MANAGER OF \$330,050 FOR THE IMPLEMENTATION.

⁵ THE \$1,600,000 IS THE TOTAL PROJECT COST. IT INCLUDES \$1,205,815 FOR VERTIQ'S FIVE-YEAR CONTRACT TERM AND \$394,185 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. The Department worked closely with the OCIO and County Counsel to review its requirements and participated in the Contract negotiation. The Contract also required a 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 deliverables contract. The Department mitigated the quality risks by implementing the project in a phased approach with appropriate deliverable acceptance criteria for a project at this level of complexity. The SOW detailed functional and technical requirements and well-defined use cases that are essential business processes of the Department. It also identified 17 reports and 70 forms required for the Department's use. The County Project Manager must work closely with the business subject matter experts and VertiQ during the user experience design phase to identify the required data and ensure the solution is designed and implemented to fulfill the Department's needs. The Department and VertiQ 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. 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 Department should consider the County's Deputy Chief Information Officer assigned to the governance structure. The Department has hired 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 Department 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.
- 3. System Interfaces and Integrations: The Department plans to interface CME-CMS with two (2) other existing Department's systems. Commonly, interfaces are not well-documented, and new hardware/software platforms may require redesigning these system interfaces and/or configuration changes. The Department 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 VertiQ 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 technical resources. Also, the County Project Manager should plan and secure necessary resources to complete end-to-end integration testing and closely coordinate these activities.
- 4. **Data Migration/Conversion Plan:** The Department plans to migrate data from its dated and disparate systems into CME-CMS. The Department must work closely with business subject matter experts and VertiQ to define a detailed data migration plan to convert the matched

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

cases and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities that involve subject matter experts to validate and ensure the converted and migrated data transfer as expected.

- 5. **User Training:** CME-CMS will be the Department's core system implemented in modern technology and platform for department use. The Department's business practice will need to adjust, and user adoption is critical for a successful implementation. The Department should consider working with VertiQ to develop interactive online training courses for the various user roles. It will allow on-demand training courses for existing employees and new onboarding employees.
- 6. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
- 7. **Information Security:** The County's Information Security Officer (CISO) reviewed the Contract, determined the project as a low-security risk, and did not identify any concerns. The CISO has recommended ongoing security practices and standards and communicated them to Department's Information Security Officer.

Prepared by:		
THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER	 Date	
APPROVED:		
PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER	 Date	



COUNTY OF LOS ANGELES

DEPARTMENT OF MEDICAL EXAMINER-CORONER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



Jonathan R. Lucas, M.D. Chief Medical Examiner-Coroner

February 09, 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:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

48 February 9, 2021

CELIA ZAVALA EXECUTIVE OFFICER

REQUEST APPROVAL OF AN APPROPRIATION ADJUSTMENT NEEDED TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM
FISCAL YEAR (FY) 2020-21
(ALL DISTRICTS) (4-VOTES)

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

SUBJECT

The Department of Medical Examiner–Coroner (DMEC) requests Board of Supervisors' (Board) approval of an appropriation adjustment to transfer \$1,600,000 from the Committed for IT Enhancements account, commonly known as Legacy System Modernization funding, for DMEC to hire a project consultant as well as procure and implement an enterprise case management system (CMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached appropriation adjustment to transfer \$1,600,000 from the Committed for IT Enhancements to DMEC's Services and Supplies appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance

The Honorable Board of Supervisors 2/9/2021 Page 2

efficiency and service delivery. Additionally, a high-level IT-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the future projected workflow. The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported.

The benefits of a new CMS are to improve the efficiency and comprehensiveness of the case management system, to provide one case workflow that supports management of cycle times relative to NAME standards and other performance metrics, to improve the department's security posture, and to allow remote capability for field staff. As a result, the Department has prepared a Request for Proposal (RFP) and will begin solicitation of a new Case Management System.

The Department requires funding to move forward to procure services of a software vendor and a dedicated project manager to lead with the design, build, testing, training, implementation, and support of a modern CMS solution. Partnering with a Commercially available Off-The-Shelf (COTS) software vendor and project manager to lead the implementation work effort of the new CMS system will ensure the timeliness, completeness, and accuracy of the deployment, yielding a higher quality deliverable.

Implementation of Strategic Plan Goals

The project aligns with county strategic goal 2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency: Support implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications) including replacement of legacy systems

The recommended action is also consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist the Department in carrying out its mission, providing essential services to the public in an effective and efficient manner.

FISCAL IMPACT/FINANCING

The cost for project management services and software services and support shall not exceed \$1,600,000. Approval of the attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements account to the Department for this purpose.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

There are no legal requirements or prohibitions to this recommended action.

County Counsel has reviewed this Board Letter and recommends approval.

The Chief Information Officer (CIO) reviewed this request and recommends approval. Because the Office of the CIO reviewed and approved the business case for this project and approved the IT Investment Board request, no formal CIO Analysis is required.

The Honorable Board of Supervisors 2/9/2021 Page 3

CONTRACTING PROCESS

The DMEC is planning to issue a Request for Proposals (RFP) in January 2021 for the purchase and delivery of the CMS system. The solicitation and evaluation are expected take six months. In addition, the Department will utilize the Enterprise Service Master Agreement (ESMA) Program to solicit for and award a work order for project management services. This solicitation and evaluation are expected to start January 2021 and estimated to take three months.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will allow the Department to acquire a modern Case Management System to replace the existing legacy case management system. The new CMS will provide improved security, support the life cycle of a decedent case, and adaptation to the changing requirements and needs of the DMEC. The new CMS will ensure that the Department has the ability to track decedent activity, produce management reports, and assess responsiveness and outcomes.

CONCLUSION

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner-Coroner.

Respectfully submitted,

Jonathan R. Lucas, M.D.

Chief Medical Examiner-Coroner

WILLIAM KEHOE

Chief Information Officer

Reviewed by:

JRL:WSK:slg

Enclosures

February 09, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF MEDICAL EXAMINER-CORONER

AUDITOR-CONTROLLER:	AU	DIT	OR-	CO	NTR	OLI	LER:
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THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

> ADJUSTMENT REQUESTED AND REASONS THEREFORE FY 2020-21 4 - VOTES

SOURCES

USES

GENERAL FUND A01-3052 COMMITTED FOR IT ENHANCEMENTS

DECREASE OBLIGATED FUND BALANCE

1,600,000

MEDICAL EXAMINER - CORONER A01-ME-2000-19150 **SERVICES & SUPPLIES INCREASE APPROPRIATION**

1,600,000

-	100			
SUL	JKC	F2	OTAL	

\$ 1,600,000 **USES TOTAL**

1,600,000

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10211	FICATION
and appropriate to the second	and the state of t

Reflects the use of obligated fund balance Committed for IT Enhancements for the Medical Examiner-Coroner to develop and implement an Enterprise Case Management System and to hire a project consultant.

> CHOIS COUNTY OF LOS ANGELES

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED

Wendy Myring, Administrative Deputy

REFERRED TO THE CHIEF

ACTION

APPROVED AS REQUESTED

EXECUTIVE OFFICER FOR---

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

CHIEF EXECUTIVE OFFICER

Rens' Phillips

B.A. NO. 125

DATE 01/19/2021

BOARD LETTER/MEMO CLUSTER FACT SHEET

□ Other □ Board Memo **CLUSTER AGENDA REVIEW** 3/23/2022 DATE **BOARD MEETING DATE** 4/5/2022 SUPERVISORIAL DISTRICT **AFFECTED** \square All ☐ 1st ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th **DEPARTMENT(S)** Public Defender, Alternate Public Defender, Los Angeles County Bar Association APPROVAL TO ENTER INTO A GRANT AGREEMENT AND ACCEPT GRANT FUNDS FROM **SUBJECT** THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE PUBLIC DEFENSE **PILOT PROGRAM** AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH THE LOS ANGELES COUNTY BAR ASSOCIATION **PROGRAM** Post-conviction **AUTHORIZES DELEGATED** No **AUTHORITY TO DEPT** SOLE SOURCE CONTRACT ☐ Yes ⊠ No If Yes, please explain why: **DEADLINES/** None TIME CONSTRAINTS **COST & FUNDING** Total cost: Funding source: \$12.7M annually State grant revenue \$38.1M total project TERMS (if applicable): No NCC match requirement. The BSCC will allocate an estimated \$12,700,000 to the County annually over the next three years to County's indigent defense providers to address workload associated with: • Penal Code 1170 (recall and resentencing): PC 1170.95 (relief for accomplices in homicide cases similar to Senate Bill 1437); PC 1473.7 (sentence may be vacated if client did not understand adverse immigration PC 3051 (parole hearings for anyone 25 and younger at time of offense). Explanation: Funding will be split between the three justice agencies based on projected number of post-conviction cases handled. Funding may be rebalanced at a later time to align with actual workload based on claimed expenses. **PURPOSE OF REQUEST** The PD, APD, and CEO are requesting approval to enter into a three-year grant agreement with the BSCC to accept grant funding to provide Public Defense Pilot Program services to indigent Los Angeles County residents who qualify for post-conviction relief under eligible penal codes, as well as an amendment to the existing Bar Association agreement to enable the work. **BACKGROUND** Senate Bill 129 (2021) provides \$150 million to California counties for a three-year pilot (Mar. 1, (include internal/external 2022 to Mar. 1, 2025). Of the total \$50 million available for Year 1, Los Angeles County will issues that may exist including receive \$12.7 million (no NCC match requirement) divided amongst all three justice agencies. any related motions) Years 2 and 3 must be applied for separately and are not guaranteed unless included in future State budgets. **EQUITY INDEX OR LENS WAS** ☐ Yes ⊠ No UTILIZED If Yes, please explain how: SUPPORTS ONE OF THE NINE □ No **BOARD PRIORITIES** If Yes, please state which one(s) and explain how: Supports Care First, Jails Last by enabling the review of prior convictions to determine resentencing or release eligibility which would reduce reliance on incarceration. **DEPARTMENTAL CONTACTS** Name, Title, Phone # & Email: Jon Trochez, Admin Deputy, Public Defender, jtrochez@pubdef.lacounty.gov, (213) 974-2807

RICARDO D. GARCÍA Public Defender

LOS ANGELES COUNTY PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19th FLOOR LOS ANGELES, CA 90012 (213) 974-2801/Fax (213) 625-5031 http://pubdef.lacounty.gov



Justine M. Esack Chief Deputy

William Stone Chief of Staff

April 5, 2022

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 TO ENTER INTO A GRANT AGREEMENT AND ACCEPT GRANT FUNDS FROM
THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE
PUBLIC DEFENSE PILOT PROGRAM

AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH THE LOS ANGELES COUNTY BAR ASSOCIATION

(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)

SUBJECT

The Board of State and Community Corrections has apportioned funds to counties under the Public Defense Pilot Program for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of the workload associated with the provisions in Sections 1170(d)(1), 1170.95, 1473.7 and 3051 of the Penal Code. The County of Los Angeles Public Defender, Alternate Public Defender, and Chief Executive Officer are requesting approval to enter into a three-year grant agreement with the BSCC to accept grant funding to provide Public Defense Pilot Program services to indigent Los Angeles County residents who qualify for post-conviction relief under the Penal Code sections listed above.

On behalf of the Chief Executive Officer, the Public Defender is requesting the authority to execute an amendment to an agreement with the Los Angeles County Bar Association to authorize the disbursement of a portion of the grant funds to the organization to also provide services under the Public Defense Pilot Program.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Public Defender, or his designee, to sign a three-year Grant Agreement, substantially similar to Attachment 1, with the Board of State and Community Corrections for the Public Defense Pilot Program, encompassing the grant performance period of March 1, 2022, to March 1, 2025, and to accept annual grant funds of \$12,700,000, totaling \$38,100,000, over the life of the project.
- 2. Delegate authority to the Public Defender, or his designee, to apply for, accept, and implement all Public Defense Pilot Program grant awards in subsequent fiscal years within the grant performance period, and to execute all required grant award documents, including but not limited to, applications, agreements, amendments, extensions, and payment requests, subject to review and approval by County Counsel.
- 3. Delegate authority to the Chief Executive Officer, or her designee, to execute and modify the attached Amendment to Contract Number 79160 with the Los Angeles County Bar Association for countywide adult Indigent Criminal Defense Appointments program services to increase the Maximum Annual Contract Amount by \$312,250, from \$1,254,300 to \$1,566,550 for the Contract term effective July 1, 2021 through June 30, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The California Budget Act of 2021 (Senate Bill 129) allocated \$45.9M in grant funds, under the Public Defense Pilot Program (Program), to indigent defense providers, including public defenders, that provide indigent defense in criminal matters for workload associated with Penal Code Sections 1170(d) (Resentencing), 1170.95 (Murder Resentencing), 1473.7 (Immigration Consequences), and 3051 (Franklin). Each County was allocated a portion of the Program funds based on its adult population projections. Per the California Department of Finance, Los Angeles County was projected to manage 25.7% of California's adult population in fiscal year (FY) 2021-22 and, therefore, was allocated \$12.7M of the \$45.9M by the Board of State and Community Corrections (BSCC) to implement the first year of the Program. Each year, future appropriations will be recalculated by the BSCC based on the County's share of the total adult population. The BSCC anticipates similar appropriations in FY 2022-23 and 2023-24.

Board approval of the recommended actions will enable Public Defender (PD), Alternate Public Defender (APD), and Los Angeles County Bar Association (LACBA) to carry out the County's Program for up to three years.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and is aligned with the Board's *Care First, Jails Last,* and Alternatives to Incarceration priorities.

The Honorable Board of Supervisors April 5, 2022 Page 3

FISCAL IMPACT/FINANCING

There is no net County cost impact associated with the recommended actions. The BSCC will allocate an estimated \$12,700,000 to the County annually over the next three years for Program costs, including salaries and employee benefits for Program staff and services and supplies.

Year 1 Grant Funding Distribution

The Program allocations were developed using the projected post-conviction workload to be handled by each of the three offices. The distribution of the \$12,700,000 in grant funds for Year 1 of the Program will be as follows:

- Public Defender \$7,465,000
- Alternate Public Defender \$2,426,000
- Los Angeles County Bar Association \$2,115,000

The remaining \$694,000 has been allocated for General Program Administration, which includes costs for professional services, Auditor-Controller accounting services, and miscellaneous expenses.

The County will reapply for funding for Years 2 and 3 subjects to State funding availability. The CEO will administer appropriations for the subsequent Program years during the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The grant agreement (Agreement) term shall be effective upon Board approval for a three-year term. The attached Agreement has been approved as to form by County Counsel.

The Program is aligned with legislative efforts to address over-incarceration by releasing or reducing sentences of individuals whose lengthy sentences are not aligned with their culpability. The goal of the Program is to ensure the maximum number of resentencing, with minimum risk to public safety. The Program benefits include reuniting families, repairing communities, and various cost-savings and other financial benefits to the County, state, and local taxpayers.

To carry-out the services, PD, APD, and LACBA will develop new programs and employ a combination of hiring new personnel, leveraging existing resources, and contracting for professional assistance. Attorneys, social workers, paralegals, law clerks, and interpreters will provide the Program services to individuals serving sentences in state correctional facilities who were resented in Los Angeles County and qualify for post-conviction relief under Penal Code Sections 1170(d), 1170.95, 1473.7 and 3051. The proposed Program is described in detail in Attachment 2.

The Honorable Board of Supervisors April 5, 2022 Page 4

PD, APD, and LACBA will collect data on clients served, services provided, and program outcomes and report program data as a joint County program to the BSCC quarterly. Each agency will adhere to all client confidentiality requirements.

The County contracts with LACBA to provide Indigent Criminal Defense Appointments program services when the PD and APD have a legal conflict of interest or another lawful unavailability. The current contract with LACBA to provide Indigent Criminal Defense Appointments program services commenced July 1, 2021, and expires on June 30, 2022, with one one-year renewal option period. Although the Board delegated authority to the CEO to execute amendments to the current contract under most circumstances, as the Amendment increases the Maximum Contract Sum by more than ten percent for the contract term, Board approval of the Amendment is required. Funding for the ICDA program is budgeted within the Trial Court Operations budget.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will advance the Board's *Care First, Jails Last,* and Alternatives to Incarceration initiatives and programs.

CONCLUSION

Upon your Board's approval, please return one adopted copy of this board letter to the Public Defender, Bureau of Administrative Services.

Respectfully submitted,

RICARDO D. GARCIA Public Defender

RDG:jt

Enclosures

c: Executive Office, Board of Supervisors
 Chief Executive Officer
 County Counsel
 Alternate Public Defender
 Los Angeles County Bar Association

Attachment 1						
STATE OF CALLEODAL	A DEDARTMENT OF CENERAL CERVICES		SCO ID-5227 BSCC220	224		
STANDARD AG	A DEPARTMENT OF GENERAL SERVICES • PERMENT	AGREEMENT NUMBE	SCO ID:5227-BSCC328	PURCHASING AUTHORITY NUMBER (If Appl		
STD 213 (Rev 03/20	i	BSCC 328-21		BSCC-522		
	nt is entered into between the Con		Contractor named be			
CONTRACTING AG		acting rigority and the	- Tantou De			
BOARD OF ST	ATE AND COMMUNITY CORREC	TIONS				
CONTRACTOR NA	ME					
County of Los	s Angeles					
2. The term of t	his Agreement is:					
START DATE						
March 1, 2022						
THROUGH END	DATE					
March 1, 2025						
3. The maximum	amount of this Agreement is:					
\$12,700,000.00						
	ree to comply with the terms and coce made a part of the Agreement.	conditions of the following	exhibits, attachmen	ts, and apper	dices which are	
EXHIBITS		TITLE			PAGES	
Exhibit A	Scope of Work				3	
Exhibit B	Budget Detail and Payment Provi	sions			3	
Exhibit C	General Terms and Conditions (04/2017)					
Exhibit D	Special Terms and Conditions					
Attachment 1	Public Defense Pilot Program Ap	plication Instructions			*	
Attachment 2	Public Defense Pilot Program Ap	olication Package			16	
*This item is here	by incorporated by reference and can	be viewed at: https://www.k	 scc.ca.gov/public-defe	nse-pilot-progra	am/	
		CONTRACTOR	-	-		
CONTRACTOR NA	ME (if other than an individual, state whethe	er a corporation, partnership, e	tc.)			
County of Los	s Angeles					
CONTRACTOR B	SUSINESS ADDRESS	CIT	Υ	STATE	ZIP	
500 W. Temple	Street, Room 713	Los	s Angeles	CA	90012	
	OF PERSON SIGNING	TIT				
Fesia A. Daven			ief Executive Officer			
CONTRACTOR A	UTHORIZED SIGNATURE	DA	TE SIGNED			
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CONTRACTING A	AGENCY NAME					
BOARD OF ST	ATE AND COMMUNITY CORREC	TIONS				
CONTRACTING A	AGENCY ADDRESS	CIT	Υ	STATE	ZIP	
2590 Venture O	aks Way, Suite 200	Sa	cramento	CA	95833	
PRINTED NAME	OF PERSON SIGNING	TIT	LE		•	
RICARDO GOO	DRIDGE	De	puty Director			
CONTRACTING A	AGENCY AUTHORIZED SIGNATURE	DA	TE SIGNED		<u> </u>	

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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT - Public Defense Pilot Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Los Angeles (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The State Budget Act of 2021 (Senate Bill 129) appropriated funding for the Public Defense Pilot to each county for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.
- B. Grantee agrees to administer the project in accordance with Attachment 2: Public Defense Pilot Program Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Fesia A. Davenport
Title: Chief Executive Officer

Address: 500 W. Temple St., Rm. 713, Los Angeles, CA 90012

Phone: (213) 974-1101

Designated Financial Officer authorized to receive warrants:

Name: Rene Phillips Title: Manager, CEO

Address: 500 W. Temple St., Rm. 754, Los Angeles, CA 90012

Phone: (213) 974-1478

Email: RPhillips@ceo.lacounty.gov

Project Director authorized to administer the project:

Name: Jon Trochez

Title: Administrative Deputy, PD

Address: 210 West Temple Street, 19-513 CSF, Los Angeles, CA 90012

Phone: (213) 974-2807

Email: <u>JTrochez@pubdef.lacounty.gov</u>

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Public Defense Pilot Program. This includes the timely submission of progress reports to the BSCC.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Public Defense Pilot Program in consultation with the State Public Defender's Office. The contractor is expected to: develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees, including the progress reports; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final evaluation report. As a condition of award, all grantees agree to collect data requested by the outside evaluator.

5. REPORTING REQUIREMENTS

A. Quarterly Progress Reports

Grantees will submit progress reports to the BSCC in a format prescribed by the outside evaluator in consultation with the BSCC and the OSPD. Questions about the Quarterly Progress Reports shall be directed to the outside evaluator and the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods

ogre	ess Report Periods	Due no later than:
1.	March 1, 2022 to June 30, 2022	August 15, 2022
2.	July 1, 2022 to September 30, 2022	November 15, 2022
3.	October 1, 2022 to December 31, 2022	February 15, 2023
4.	January 1, 2023 to March 30, 2023	May 15, 2023
5.	April 1, 2023 to June 30, 2023	August 15, 2023
6.	July 1, 2023 to September 30, 2023	November 15, 2023
7.	October 1, 2023 to December 31, 2023	February 15, 2024
8.	January 1, 2024 to March 30, 2024	May 15, 2024
9.	April 1, 2024 to June 30, 2024	August 15, 2024
10	. July 1, 2024 to September 30, 2024	November 15, 2024
11.	. October 1, 2024 to January 1, 2025	March 1, 2025

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

EXHIBIT A: SCOPE OF WORK

- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid in one lump sum upon execution of the Grant Agreement. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. March 1, 2022 to June 30, 2022

- 2. July 1, 2022 to September 30, 2022
- 3. October 1, 2022 to December 31, 2022
- 4. January 1, 2023 to March 31, 2023
- 5. April 1, 2023 to June 30, 2023
- 6. July 1, 2023 to September 30, 2023
- 7. October 1, 2023 to December 31, 2023
- 8. January 1, 2024 to March 31, 2024
- 9. April 1, 2024 to June 30, 2024
- 10. July 1, 2024 to September 30, 2024
- 11. October 1, 2024 to January 1, 2025

Due no later than:

August 15, 2022

November 15, 2022

February 15, 2023

May 15, 2023

August 15, 2023

November 15, 2023

February 15, 2024

May 15, 2024

August 15, 2024

November 15, 2024

February 16, 2025

Final Invoicing Period:

12. January 2, 2025 to March 1, 2025*

Due no later than:

April 16, 2025

*Note: Only expenditures associated with completion of the final progress report may be included on invoice 12.

- B. All project expenditures (excluding costs associated with the completion of the final progress report) must be incurred by the end of the grant project period, January 1, 2025, and included on the invoice due February 16, 2025. Project expenditures incurred after January 1, 2025 will not be reimbursed.
- C. The final progress report is due to the BSCC by March 1, 2025. Expenditures incurred for the completion of the final progress report during the period of January 2, 2025 to March 1, 2025 must be submitted no later than April 16, 2025. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Period and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a \$0 claim.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Public Defense Pilot Program funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2021 (Senate Bill 129). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If Public Defense Pilot Program funding is reduced or falls below estimates contained within the Public Defense Pilot Program Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice; and
 - 2) submittal and approval of the final progress report or any additional required reports.

The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

C. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

Budget Line Items		Grant Funds
1. Salaries and Benefits		\$9,266,000.00
2. Services and Supplies		\$425,000.00
3. Professional Services or Public Agency Subcontracts		\$2,984,000.00
4. Non-Governmental Organization (NGO) Subcontracts		\$0
5. Equipment/Fixed Assets		\$0
6. Other (Travel, Training, etc.)		\$25,000.00
7. Indirect Costs		\$0
	TOTALS	\$12,700,000.00

- 1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- **2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- **3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- **6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- **8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- **11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document <u>CCC 04/2017</u> are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS: Time is of the essence in this Agreement.
- **13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- **14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- **15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- **16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- **17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- **18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 2: Public Defense Pilot Program Application Package.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 2: Public Defense Pilot Program Application Package, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- D. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted

accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 2: Public Defense Pilot Program Application Package.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

- refusal or inability to complete the grant project in a manner consistent with Attachment 2: Public Defense Pilot Program Application Package or approved modifications;
- 3) failure to provide the required local match share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.



Public Defense Pilot Program

Application Packet

Release Date: October 4, 2021

Proposals Due: January 14, 2022

Grant Period: March 1, 2022 to March 1, 2025



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Public Defense Pilot Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:COUNTY OF LOS ANGELES

Date Submitted:

Jan 14, 2022

X

Proposal Checklist

A completed proposal package for the Public Defense Pilot Program includes the following:

	Required Items:	1
1	Cover Sheet (previous page) Insert Applicant Name and Date of Submission	1
2	Proposal Checklist (current page) • Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.	√
3	Applicant Information Form Signed by the authorized signatory with a digital signature <u>OR</u> a wet signature in blue ink.	✓
4	Proposal Narrative • 3 pages or less	✓
5	Proposal Budget • Complete BSCC Budget template	✓
6	Project Work Plan	√
	Optional:	
	Governing Board Resolution Note: The Governing Board Resolution is due prior to contract execution but is not required at the time of proposal submission.	

I have reviewed this checklist, placed a check mark next to each item, and verified that all required items are included in this proposal packet.

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

Applicant Information Form: Instructions

- A. Applicant: Complete the required information for the local government submitting the form (i.e., <NAME> County).
- B. Tax Identification Number: Provide the tax identification number of the Applicant.
- **C. Project Title:** Provide the title of the project.
- **D. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- **E. Grant Funds Requested:** Reference the Proposal Instructions Packet for funding by County (see Appendix C or Pages 3-4).
- F. Penal Code Section: Identify the specific section(s) of the Penal Code the proposal will address. Funds must be utilized for indigent defense providers, including public defenders, alternate defenders, and other qualifying entities that provide indigent defense in criminal matters for the purposes of workload associated with the provisions in paragraph (1) of subdivision (d) of Section 1170 of, and Sections 1170.95, 1473.7, and 3051 of, the Penal Code.
- **G. Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- H. Financial Officer: Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- Day-to-Day Project Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project.
- J. Day-to-Day Fiscal Contact: Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer.
- **K.** Authorized Signature: Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> County		B. TAX IDENTIFICA	TION NUMBE	R
NAME OF APPLICANT County of Los Angeles	,	TAX IDENTIFICATIO 95-6000927	N #:	
STREET ADDRESS	CITY		STATE	ZIP CODE
500 W Temple St Room 754	Los Angeles		CA	90012
MAILING ADDRESS (if different)	CITY		STATE	ZIP CODE
500 W Temple St Room 754	Los Angeles		CA	90012

C. PROJECT TITLE:

LA County's Public Defense Pilot Program (LA County Program)

D. PROJECT SUMMARY (100-150 words):

Los Angeles County embraces the opportunity offered by the Public Defense Pilot Program to demonstrate an effective and scalable model for decarceration, cost-savings, reuniting families, and repairing communities. LA County's Public Defense Pilot Program (LA County Program) will be carried out by its three indigent defense agencies, the LA County Public Defender and its two conflict counsel agencies, the Alternate Public Defender's Office and Los Angeles County Bar Association (LACBA). The LACBA is a contract agency of LA County. LA County Program clients will be evaluated by its indigent defense agencies for eligibility under one or more of the statutes. After this initial assessment, clients will then be assigned to attorneys and support staff, including paralegals and social workers that will begin the process of a full investigation and the commencement of representation.

full investigation and the commend	cement of represent			
E. GRANT FUNDS REQUESTE	F. Penal Cod	de(s) Addressed:		
\$ 12,700,000	PC 1170(d)(1); PC 1170.95; PC	1473.7; PC 3051	
G. PROJECT DIRECTOR:				
NAME	TITLE		TELEPHONE NUMBER	R
Jon Trochez	Administrative [Deputy, PD	(213) 974-2807	
STREET ADDRESS			FAX NUMBER	
210 West Temple Street, 19-513	CSF		(213) 229-2577	
CITY	STATE	ZIP CODE		
Los Angeles	CA	90012	JTrochez@pu	ubdef.lacounty.gov
H. FINANCIAL OFFICER:		A TOTAL OF THE		
NAME	TITLE		TELEPHONE NUMBER	R
Rene Phillips	Manager, CEO		(213) 974-1478	
STREET ADDRESS			FAX NUMBER	
500 W Temple St Room 754			(213) 687-7130	
CITY	STATE	ZIP CODE	EMAIL ADDRE	SS
Los Angeles	CA	90012	RPhillips@ce	o.lacounty.gov
PAYMENT MAILING ADDRESS (if of	different) CITY		STATE	ZIP CODE
500 W Temple St Room 754	Los Ang	geles	CA	90012
I. DAY-TO-DAY PROGRAM CO	NTACT:			
NAME	TITLE		TELEPHONE NUMBE	R
Jon Trochez	Administrative [Deputy, PD	(213) 974-2807	
STREET ADDRESS			FAX NUMBER	
210 West Temple Street, 19-513	3 CSF		(213) 229-2577	
CITY	STATE	ZIP CODE	EMAIL ADDRE	ESS
Los Angeles	CA	90012	JTrochez@pi	ubdef.lacounty.gov

NAME	TITLE	TE	LEPHONE NUMBER
Michael Xie	Senior Analyst, CEO	(21	3) 893-0649
STREET ADDRESS 500 W Temple St Room 754			X NUMBER 3) 687-7130
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Los Angeles	CA	90012	mxie@ceo.lacounty.gov

K. AUTHORIZED SIGNATURE By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.							
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS				
Fesia A. Davenport	Chief Executive Officer	(213) 974-1101	FDavenport@ceo.lacounty.gov				
STREET ADDRESS	CITY	STATE	ZIP CODE				
500 W. Temple St., Rm. 713	Los Angeles	CA	90012				
EMAIL ADDRESS FDavenport@ceo.lacounty.gov							
APPLICANT'S SIGNATURE (Signed by OR a wet signature in blue ink.)	the authorized signatory	with a digital signature	DATE				

^{*}Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant*

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Public Defense Pilot Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

Proposal Narrative

The State of California is at a moment of unprecedented obligation and opportunity. Through the Youth Offender Parole Hearing laws (PC 3051), murder resentencing laws (PC 1170.95), and law-enforcement-initiated resentencing laws (PC 1170.03), Californians and their elected representatives have expressed their desire to end excessive sentencing practices and return individuals whose lengthy sentences did not match their culpability back their respective families and communities. The County of Los Angeles (LA County) embraces the opportunity offered by the Public Defense Pilot Program to demonstrate an effective and scalable model for decarceration, cost-savings, reuniting families, and repairing communities.

LA County is proposing a robust program designed to assist in remedying the over-incarceration that has gone on for decades in the State. LA County's Public Defense Pilot Program (LA County Program) will be carried out by our three indigent defense agencies, the LA County Public Defender (Public Defender) and our two conflict counsel agencies, the LA County Alternate Public Defender's Office (APD) and Los Angeles County Bar Association (LACBA). The LACBA is a contract agency of LA County.

To maintain fidelity in the value of continuity of representation, each respective agency will serve clients they were previously assigned by the court prior to their convictions. Below are the proposed models for client case representation under each of the delineated post-conviction penal code sections of the Public Defense Pilot Program.

General Approach

Program clients will be evaluated by the LA County indigent defense agencies for eligibility under one or more of the statutes. After this initial assessment, these clients will then be assigned to attorneys and support staff, including paralegals and social workers that will begin the process of a full investigation and the commencement of representation. The differences in how these cases are handled will depend on the circumstances that would make them eligible for resentencing. To assist with program management, data collection and analysis, clerical support, and interpretation services,

the LA County Program also includes various administrative support staff, such as fellows, interpreters, and information technology and clerical staff. The approach for each sub-section is described below.

P.C. 1170(d) Recall Sentence and Resentencing

Program staff will develop a collaborative approach to resentencing indigent defense clients with the District Attorney, California Department of Corrections and Rehabilitations (CDCR) Recommended Cases, and Los Angeles County Sheriff's Department, and prepare supportive documentation for resentencing. Collectively, the LA County Program will represent up to 175 clients each year, and an estimated 525 clients will be served over a 3-year grant period.

P.C. 1170.95 Resentencing prior Felony Murder, Attempted Murder and Manslaughter

Program staff will identify all potential indigent defense clients that have been convicted of murder, attempted murder, and manslaughter. Staff will review over one third of all possible cases in each grant year (estimated 1,000 murder convictions, 1750 attempted murder convictions, and 420 manslaughter convictions) and prepare, file and litigate petitions for eligible clients. Psychiatric Social Workers will work closely with attorneys to develop reentry plans, prepare psychosocial reports, as needed, and assist with the reentry process of linking clients to treatment and services. Collectively, the LA County Program will represent up to 250 clients each year and an estimated 800 clients will be served over a 3-year period.

P.C. 1473.7 Immigration Consequences

Program staff will analyze records and documents to assess eligibility for relief, and prepare motions and applications for immigration-affective post-conviction relief. Staff will also identify existing social services programs and provide support or referrals to counseling resources for detained individuals. Collectively, the LA County Program will represent up to 110 clients each year and an estimated 345 clients will be served over a 3-year period.

P.C. 3051 – "Franklin Hearing"

Program staff using CDCR provided data will identify indigent defense clients eligible for Youth Offender Parole Hearing (YOPH) through December 2023. They will prepare comprehensive mitigation packets to be used at Franklin Hearings, which will be later forwarded to the Board of Parole Hearings for successful release at the YOPH. Staff will prepare psychosocial assessments and prepare appropriate release plans that include housing, mental health, and substance abuse disorder needs. Collectively, the LA County Program will represent up to 180 clients each year and an estimated 545 clients will be served over a 3-year period.

Proposal Budget

Applicants must provide a 12-month budget covering <u>March 1, 2022 to March 1, 2023</u>. To access the Public Defense Pilot Program Budget Microsoft Excel Template, click <u>here</u>.

Please see attached.





\$0.00

\$425,000.00

TOTAL

Publi Defense Pilot Program - Project Budget and Budget Narrative

Name of Applicant: Los Angeles County

12-Month Budget: March 1, 2022 to March 1, 2023.

The total amount of funding each county is eligible to receive is provided on the Funding Allocation tab. Please request the full amount of funding next to your county name.

Note: Rows 8-15 will auto-populate based on the information entered in the budget line items (Salaries and Benefits, Services and Supplies, etc.,

Budget Line Item	Total
1. Salaries and Benefits	\$9,266,000.00
2. Services and Supplies	\$425,000.00
3. Professional Services or Public Agency Subcontracts	\$2,984,000.00
4. Non-Governmental Organization (NGO) Subcontracts	\$0.00
5. Equipment/Fixed Assets	\$0.00
6. Other (Travel, Training, etc.)	\$25,000.00
7. Indirect Costs	\$0.00
TOTAL	\$12,700,000.00

1a. Salaries and Benefits

Name and Title	(Show as either % FTE or Hourly Rate) & Benefits	Total
Head Deputy (1) - See Note 1	100% @ \$310,000 ea	\$310,000.00
Deputy Public Defender IV (1)	100% @ \$283,000 ea	\$283,000.00
Deputy Public Defender III (20)	100% @ \$241,000 ea	\$4,826,000.00
Supervising Paralegal (1)	100% @ \$150,000 ea	\$148,000.00
Senior Paralegals (5)	100% @ \$137,000 ea	\$685,000.00
Paralegal (6)	100% @ \$128,000 ea	\$765,000.00
Psychiatric Social Worker II (7)	100% @ \$124,000 ea	\$870,000.00
Supervising Legal Office Assistant (2)	100% @ \$102,000 ea	\$203,000.00
Legal Office Support Assistant II (6)	100% @ \$93,000 ea	\$556,000.00
Senior Law Clerk (9) - See Note 2	100% @ \$69,000 ea	\$620,000.00
	TOTAL	\$9,266,000.00

1b. Salaries and Benefits Narrative:

2a. Services and Supplies

These salaries and benefits reflect the cost LA County full-time equivelant positions at 100% time. Attorneys will review original conviction case files and records; devise strategy for collecting and developing new evidence; identify, consult and appoint appropriate experts; and prepare for and re-litigate cases at evidentiary hearings; Psychiatric Social Worker II's will prepare in depth bio-psycho-social reports as needed. These are specialized reports that explain extensive trauma history, mental health/substance use disorder, developmental delay/intellectual disabilities and provide research in order to support information. Paralegals will review and screen eligible inmates from CDCR; access, review, organize and summarize historical records; interview clients, family members and community members for the development of mitigation; write mitigation reports for attorney review. Senior Law Clerks will gather and analyze records and documents to assess eligibility for post-conviction relief; assist in the preparation of motions and mitigation reports; conduct client interviews to gather background information for records requests. Legal Office Support Assistants will support case teams in administrative tasks as needed; process all incoming and outgoing correspondence; and manage coordination of client communications with legal team staff.

Note 1 - This Head Deputy position will be an existing position reassigned to solely perform new services and tasks under this grant. With the exception of this position, all other positions will be newly-allocated to departments and filled for the sole purpose of this grant.

Note 2 - The funding of 1.0 Senior Law Clerk may be swapped to fund 1.0 Accounting Technician I position at 70% time which would be newly-allocated to take on work related to grant financial claims preparation which would involve capturing costs associated with grant activities. Cost out = (1.0 FTE at \$98,000)*70% = \$69,000

Description of Services or Supplies	Calculation for Expenditure	Total	
Employee Workstation Costs	Estimated \$6,000 per employee for workstations (58x\$6,000) and related staff costs.	\$348,000.00	
Software & Subscription Costs	Estimated \$77,000 for miscellaneous software and subscription services.	\$77,000.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	

2b. Services and Supplies Narrative:

Attachment 1

Budget includes \$6,000 per employee for workstations and related staff costs totaling \$348,000. This will be used to purchase for all staff assigned to the grant computer hardware and related peripherals, and covers necessary workstation costs including furniture, cell phones and cell service. It also includes necessary miscellaneous costs to outfit workspaces for use, as well as office consumables and personal protective equipment.

Budget includes \$77,000 in software and subscription costs. This includes legal research subscriptions such as LexisNexis, technical subscriptions, Nextiva phone software, and data storage, as well as enterprise case management system license fees for the contracted Application Developer.

3a. Professional Services		
Description of Professional Service(s)	Calculation for Expenditure	Total
Los Angeles County Bar Association (LACBA) Services	Allocation based on expected workload.	\$2,115,000.00
FUSE Corp Fellows	Three (3) Fuse Fellows will be contracted @ \$185,000 each.	\$555,000.00
IT Developer	One (1) contract IT developer @ \$175,000	\$175,000.00
Interpreter	One (1) contract Interpreter @ \$75,000	\$75,000.00
CA Dept of Corrections & Rehab Records Costs	Miscellaneous cost of CDCR records.	\$14,000.00
Auditor-Controller Claims Processing	Estimated costs of funding administration.	\$50,000.00
		\$0.00
		\$0.00
	TOTAL	\$2,984,000.00

3b. Professional Services Narrative

Los Angeles County has an existing contract with the Los Angeles County Bar Association (LACBA) to serve as independent conflict counsel. LACBA's grant allocation is \$2,115,000 and will fund: Los Angeles County has an existing contract with the Los Angeles County Bar Association (LACBA) to serve as independent conflict counsel. LACBA's grant allocation is \$2,115,000 and will fund: \$965,000 of salaries and employee benefits for 6.0 LACBA program support staff, including 1.0 Managing Attorney (\$290,000), 1.0 Resource Attorney (\$215,000), 1.0 Investigator (\$162,000), 1.0 Social Worker (\$122,000), 1.0 Paralegal (\$100,000), and 1.0 Program Coordinator (\$76,000). LACBA's allocation also includes \$1,058,000 for the costs of professional services - contract staff, \$80,000 for services and supplies, and \$12,000 for mileage and training.

FUSE Corp Fellows - Contracting with FUSE Corps to provide four (3) FUSE Fellows to assist with program management, data collection, analysis, and reporting.

IT Developer - LA County will utilize an existing county contract to procure the services of a journey-level Application Developer. Interpreter - LA County will utilize an existing county contract to procure the services of an Interpreter.

CDCR Records - Includes cost for obtaining CDCR records, such as Medical & Mental Health Records Psychotherapy Notes, Central File (C-File), Juvenile Files (C.Y.A., D.J.J.), Prison Property, Education File, and Deportation Records.

Auditor-Controller Claims Processing - This will involve a staff member performing new and additional tasks related to processing program claims and reimbursements to participating agencies, as well as necessary central financial administration costs.

4. No 0			
4a. Non-Governmental Organizations (NGO) Subcontracts			
Description of Subcontract	Calculation for Expenditure	Total	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
	TOTALS	\$0.00	

4b. Non-Governmental Organizations (NGO) Subcontracts Narrative

Enter narrative here. You may expand cell height if needed.

5a. Equipment/Fixed Assets			
Description of Equipment/Fixed Asset	Calculation for Expense	Total	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
	TOTALS	\$0.00	

5b. Equipment/Fixed Assets Narrative

Enter narrative here. You may expand ce	all height if needed.		
6a. Other (Travel, Training, etc.)			
Description	Calculation for Expense		Tota
Travel Client Consultations	Estimated budget for mileage, airfare, lodging, parking		\$15,000.00
Training & Seminars	Estimated budget for as-needed trainings and seminars.		\$10,000.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL	\$25,000.00
Training and seminars - we will be sending	elated to this grant. The applicable costs reimbursed by this grant will adhere to Los Angeles County travel i ong our Public Defense Pilot team to trainings and seminars that will pertain to the four eligible penal codes ored. These trainings will be used to build legal and practical expertise necessary to carry out the work.		re further
7a. Indirect Costs			
Indirect costs may be charged to gra	ant funds by choosing either Option 1) or 2) listed below:		Tota
Indirect costs will be charged as Gra Enter NICR Percentage and Amount:	intee's federally approved Negotiated Indirect Cost Rate (NICR):	0.00%	\$0.00
2) Indirect costs will be charged as the	Federal De Minimis (10% of Modified Total Direct Cost):		\$0.00
		TOTAL	\$0.00
7b. Indirect Costs Narrative:			
Enter narrative here. You may expand ce	ы педпт ії пееаеа.		
Before s	submission, please verify that you have requested the full amount of funding your county is eli	gible to receive.	

Project Work Plan

(1) Goal:	Identify incarcerated indigent defense clients for eligibility under statutory resentencing opportunities		
Objectives (A., B., etc.)	 A. 1170(d): Develop a collaborative approach to resentencing indigent defense clients with the District Attorney (DA), California Department of Corrections & Rehabilitation (CDCR) and Los Angeles County Sheriffs Department (LASD), and prepare supportive documentation for resentencing. B. 1170.95: Identify all potential indigent defense clients that have been convicted of murder, attempted murder, and manslaughter. C. 1473.7: Analyze records and documents to assess eligibility for relief. D. 3051: Identify clients eligible for Youth Offender Parole Hearings (YOPH). 		
Project activities that support the identified goal		Responsible staff/partners	Timeline
and objectives:			Start Date End Dat
 A. 1170(d): Develop a global, collaborative approach to resentencing with the DA, CDCR and LASD and identify resentencing alternatives, legal defenses and statutory factors to support resentencing relief. B. 1170.95: Staff will review over one third of all possible cases in each grant year to identify cases the agencies can represent. C. 1473.7: Review cases, court records, interview clients, and analyze the client's criminal-immigration legal posture to assess eligibility for relief. D. 3051: Identify eligibility, legal defenses, and statutory factors to support parole eligibility 		LA County Public Defender and Alternate Public Defender, and LA County Bar Association	3/1/2022 – 2/28/2025

(2) Goal:	Substantially reduce the number of incarcerated individuals whose cases originated in LA County			
Objectives (A., B., etc.)	A. Provide zealous representation to all clients represented under the four pertinent resentencing statutes. B. Collect data, document quantitative outcomes, and prepare reports.			
Project activities that sup	port the identified goal and objectives:	Responsible staff/partners	Time Start Date	line End Date
develop streamlined proces. B. 1170.95: Review original developing new evidence, re-litigate cases at evidential.	file briefs with the court, negotiate with DA, litigate at hearings, and asses for re-integration of clients into community. Il conviction case files and records, devise a strategy for collecting and identify, consult and appoint appropriate experts, and prepare for and ary hearings. Example motions, negotiate settlements, and litigate contested motions.	LA County Public Defender and Alternate Public Defender, and LA County Bar Association	3/1/2022 – 2/2	8/2025

Attachment 1

D. 3051: Prepare and place on the record any documents, evaluations, or testimony that may be relevant at the Youthful Offender Parole Hearing and, if feasible, present information to make an accurate record of the juvenile offender's characteristics and circumstances at the time of the offense.	
E. Program Data Collection and Reporting: Configure technology systems to enable data	
collection of all client representation and outcomes, prepare data reports, and present results.	

(3) Goal:	Support successful reentry of resentenced and released LA County individuals back into their communities					
Objectives (A., B., etc.) A. Develop individualized re-entry plans for all resentenced clients. B. Assist individuals with re-entry process for 18 months as needed.						
Project activities that sup	port the identified goal	Responsible staff/partners	Tim	eline		
and objectives:			Start Date	End Date		
services: housing, benefits, services.	e treatment planning/community re-entry plan, provide linkage to employment services, medical services, and community-based ollow-up contact with each client for a period of up to 18 months and to services, as needed.	Public Defender, Alternate Public Defender, and Indigent Criminal Defense Program	3/1/2022 – 2/	28/2025		

AMENDMENT NUMBER ONE TO CONTRACT NUMBER 79160 FOR ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM SERVICES

This Amendment Number One to Contract Number 79160 ("Contract") is entered into by and between the County of Los Angeles ("County") and the Los Angeles County Bar Association ("LACBA"), effective upon execution by both parties.

- A. WHEREAS, on June 22, 2021, the County Board of Supervisors approved the Contract with LACBA for Adult Indigent Criminal Defense Appointment Program Services ("ICDA Program"); and
- B. WHEREAS, County is responsible for the provision of indigent defense services to adults; and
- C. WHEREAS, Contractor administers the ICDA Program under the Contract whereby a panel of defense attorneys provide indigent defense services to adults; and

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

- 1. Subparagraph 5.1.1.1 of the Contract is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum from \$2,448,600 to \$4,194,850 for administration of the ICDA Program for the period from July 1, 2021 through June 30, 2023:
 - 5.1.1.1 The Maximum Contract Sum shall be the total monetary amount payable by the County to the Contractor for the provision of the Adult ICDA Program under this Contract for the term of the Contract, including all options, which shall not exceed Four Million, One Hundred Ninety-Four Thousand, Eight Hundred Fifty Dollars and Zero Cents (\$4,194,850.00).
- 2. Subparagraph 5.1.1.2 of the Contract is deleted in its entirety and replaced as follows to increase the Maximum Annual Contract Sum by from \$1,254,300 to \$1,566,550 effective from July 1, 2021 through June 30, 2022, for the first year (Year 1) of the Contract:
 - 5.1.1.2 The Maximum Annual Contract Sum shall be the total monetary amount payable per Contract year by the County to the Contractor for the provision of Adult ICDA Program services, inclusive of all taxes, which shall not exceed One Million, Five Hundred Sixty-Six Thousand, Five Hundred Fifty Dollars and Zero Cents

(\$1,566,550.00) for Year 1 of the contract period from July 1, 2021 through June 30, 2022.

3. Exhibit B, Pricing Sheet, of the Contract is deleted in its entirety and replaced with the attached revised Exhibit B, Pricing Sheet, to identify the Maximum Annual Contract Sum for Year 1 of the Contract, effective July 1, 2021 in an amount not to exceed \$1,566,550.

Except as provided herein, all other terms and conditions of the Contract shall remain the same and in full force and effect.

AMENDMENT NUMBER ONE TO CONTRACT NUMBER 79160 FOR ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM SERVICES

LACBA has caused this Amendment Number One to be executed by its duly authorized representative, and the County of Los Angeles, by order of its Board of Supervisors, has caused Amendment to be executed on its behalf by the Chief Executive Officer, on the dates written below.

LOS ANGELES COUNTY BAR ASSOCIATION	COUNTY OF LOS ANGELES
Ву:	By:FESIA A DAVENPORT Chief Executive Officer
Date:	Date:
APPROVED AS TO FORM: County Counsel	
By: <u>Jason C Carnevale</u> Deputy County Counsel	

EXHIBIT B Amendment Number One

PRICING SHEET

ADULT INDIGENT CRIMINAL DEFENSE APPOINTMENTS PROGRAM SERVICES

LOS ANGELES COUNTY BAR ASSOCIATION ADMINISTRATIVE FEE

<u>Position Classifications</u>	Number of Positions
Directing Attorney	1
Manager of Operations	1
Senior Computer Program Assistant	1
Program Administrators	3
Assistant	<u> </u>
Total Administrative Positions for the ICDA Program	7

Annual Contract Period

Maximum Annual Contract Sum

Year 1: Administrative Fee Effective July 1, 2021

TOTAL (INITIAL TERM) NOT TO EXCEED

\$1,566,550*

\$1,566,550

^{*}The total of all Maximum Annual Contract Sums for the one-year term of the Agreement, shall not exceed \$1,566,550. The one one-year renewal option is not included in this total.

BOARD LETTER/MEMO CLUSTER FACT SHEET

Χ	Board Letter	☐ Board Memo	☐ Other

CLUSTER AGENDA REVIEW DATE	Probation Authorization to apply for and accept funding under the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG) for Fiscal Year (FY) 2022-23 from the Board of State and Community Corrections (BSCC). Juvenile Justice Crime Prevention Act (JJCPA)/Youth Offender Block Grant Program (YOBG) X Yes No				
BOARD MEETING DATE	4/5/2022				
SUPERVISORIAL DISTRICT AFFECTED	X All 1st	2 nd 3 rd 4 th 5 th			
DEPARTMENT(S)	Probation				
SUBJECT	Prevention Act (JJCPA) (FY) 2022-23 from the B	and Youthful Offender Block Grant (YOBG) for Fiscal Year Board of State and Community Corrections (BSCC).			
PROGRAM		Prevention Act (JJCPA)/Youth Offender Block Grant Program			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	X Yes N	0			
SOLE SOURCE CONTRACT	☐ Yes XNo	☐ Yes X No			
	If Yes, please explain wh	hy:			
DEADLINES/ TIME CONSTRAINTS	(Probation) Application f	for FY 2022-23 Program funding be submitted to them by May			
COST & FUNDING	N/A	JJCPA			
	N/À				
PURPOSE OF REQUEST	Officer or his designee to of the JJCPA/YOBG Pro	o apply for and accept funding to continue the implementation ogram			
BACKGROUND (include internal/external issues that may exist including any related motions)	Application for FY 2022- recommended actions we designee to negotiate, with agencies to continue Chief Probation Officer of Program funds available 23, Probation's JJCPA funding allocation is estimated to the FY 2022-23 funding amount of the Program of the Property 2022-23 funding amount of the Program of	23 Program funding be submitted to them by May 1, 2022. The vill also delegate authority to the Chief Probation Officer or his execute, amend, modify, terminate, and/or extend agreements ue these efforts, as required by the Program. In addition, the or his designee will be authorized to utilize interest and unspent in FY 2022-23 on allowable Program expenses. For FY 2022-10 funding allocation is estimated at \$28,000,000 and YOBG			
EQUITY INDEX OR LENS WAS UTILIZED	Yes <u>X</u> No If Yes, please explain ho	ow:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	Yes X No If Yes, please state which	ch one(s) and explain how:			

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email:
	Robert Smythe, Administrative Deputy
	(562) 940-2516
	Robert.Smythe@probation.lacounty.gov
	Felicia Cotton, Deputy Director
	(562) 940-2526
	Felicia.Cotton@probation.lacounty.gov



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



April 5, 2022

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:

AUTHORIZATION TO APPLY FOR AND ACCEPT FUNDING UNDER THE JUVENILE JUSTICE CRIME PREVENTION ACT AND THE YOUTHFUL OFFENDER BLOCK GRANT FOR FISCAL YEAR 2022-23 FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

Authorization to apply for and accept funding under the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG) for Fiscal Year (FY) 2022-23 from the Board of State and Community Corrections (BSCC).

IT IS RECOMMENDED THAT YOUR BOARD:

- Authorize the Chief Probation Officer or his designee to finalize the County of Los Angeles (County) Application for Continuation Funding of the consolidated JJCPA-YOBG Program (Program), submit final documents to the BSCC by May 1, 2022.
- 2. Authorize the Chief Probation Officer or his designee to accept JJCPA funding for FY 2022-23 estimated at \$28,000,000 and YOBG funding for FY 2022-23 estimated at \$30,000,000 from BSCC.
- 3. Delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to provide services consistent with the Program, upon approval as to form by County Counsel.

The Honorable Board of Supervisors April 5, 2022 Page 2

4. Authorize the Chief Probation Officer or his designee to utilize any interest or unspent Program funds available in FY 2022-23 on qualifying Program expenses.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain Board approval to authorize the Chief Probation Officer or his designee to apply for and accept funding to continue the implementation of the Program. The BSCC requires that the County of Los Angeles Probation Department's (Probation) Application for FY 2022-23 Program funding be submitted to them by May 1, 2022. The recommended actions will also delegate authority to the Chief Probation Officer or his designee to negotiate, execute, amend, modify, terminate, and/or extend agreements with agencies to continue these efforts, as required by the Program. In addition, the Chief Probation Officer or his designee will be authorized to utilize interest and unspent Program funds available in FY 2022-23 on allowable Program expenses. The JJCPA component of the Program is the result of a multi-agency effort of the Los Angeles County Juvenile Justice Coordinating Council (JJCC). Consistent with the BSCC's requirements, the JJCC has continued to meet to coordinate and oversee the implementation of the JJCPA component of the Program.

For FY 2022-23, Probation's JJCPA funding allocation is estimated at \$28,000,000 and YOBG funding allocation is estimated at \$30,000,000, however, until the Legislature sends the Governor a budget, the BSCC cannot guarantee or identify specifics regarding the FY 2022-23 funding amount for JJCPA or YOBG.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, as Probation continues to evaluate the Program funded services based on results.

FISCAL IMPACT/FINANCING

For FY 2022-23, Probation's JJCPA funding allocation is estimated at \$28,000,000 and YOBG funding allocation is estimated at \$30,000,000 pending approval of the County's Application. There is no match requirement or net County cost associated with the Program. The County must adhere to Program requirements regarding the expenditure of said funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For FY 2022-23, Probation's estimated allocation, pending the adoption of a final budget by the State and BSCC's approval of the Application, is \$28,000,000 for JJCPA and \$30,000,000 for YOBG.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Funding will allow for the continued implementation of the Program that addresses the critical problem of mental health needs of probationers, provides community-level prevention and intervention strategies that target high-risk neighborhoods, and focuses on achieving success for probationers and at-risk or at-promise youth. These services are currently provided through the collaborative efforts of government agencies and community-based organizations. Additionally, Program funding will provide specialized and individualized services and supervision to high-risk youth who formerly could have received confinement in a state juvenile justice facility. Probation intends to leverage programs funded by the YOBG with the JJCPA programs to provide evidence-based programs and services to probationers identified with high needs for special services.

Respectfully submitted,

ADOLFO GONZALES Chief Probation Officer

AG:TH:JK:sb

c: Executive Officer
Chief Executive Office
County Counsel

ALTERNATE PUBLIC DEFENDER

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	91,037,000	86,937,000	(4,100,000)
Intrafund Transfer	181,000	187,000	6,000
Revenue	4,492,000	2,506,000	(1,986,000)
Net County Cost	86,364,000	84,244,000	(2,120,000)
Budgeted Positions	345.0	330.0	(15.0)

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
Αl	TERNATE PUBLIC DEFENDER	X · /	X · 7	(.,	(.7	
	21-22 Final Adopted Budget her Changes	91,037,000	181,000	4,492,000	86,364,000	345.0
1.	Employee Benefits: Primarily reflects Board-approved increases in health insurance subsidies.	5,000			5,000	
2.	Retirement: Reflects an increase primarily due to adjustments for position changes, as well as prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	143,000	1,000	3,000	139,000	
3.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	306,000	1,000	7,000	298,000	
4.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for SB 1437 law personnel, post-conviction staff, lease and telecommunication costs, facility refurbishments, client case management system incidentals, attorney professional development, and retiree health insurance and workers' compensation costs.	(4,532,000)	-	(1,997,000)	(2,535,000)	(15.0)
5.	Miscellaneous Realignment: Reflects realignment of appropriation and revenue categories to reflect cost reimbursement from grant funded program.	4,000	4,000			
6.	Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with federal Office of Management and Budget claiming guidelines (2 CFR Part 200).	(27,000)			(27,000)	

ALTERNATE PUBLIC DEFENDER

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7.	Unavoidable Costs: Reflects changes in worke compensation and long-term disability costs due anticipated benefit increases and medical cost tr	to		1,000		
	Total Ch	anges (4,100,000)	6,000	(1,986,000)	(2,120,000)	(15.0)
20	22-23 Recommended Budget	86,937,000	187,000	2,506,000	84,244,000	330.0

DISTRICT ATTORNEY

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	482,809,000	474,372,000	(8,437,000)
Intrafund Transfer	4,451,000	4,451,000	0
Revenue	211,144,000	221,349,000	10,205,000
Net County Cost	267,214,000	248,572,000	(18,642,000)
Budgeted Positions	2,138.0	2,138.0	0.0

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
D	ISTRICT ATTORNEY	(+)	(+/	(+)	(*/	
20	21-22 Final Adopted Budget	482,809,000	4,451,000	211,144,000	267,214,000	2,138.0
01	ther Changes					
1.	Retirement: Reflects a decrease primarily due to adjustments for prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	(1,324,000)		(111,000)	(1,213,000)	
2.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	1,515,000		127,000	1,388,000	
3.	Public Safety Sales Tax: Reflects a projected increase in Proposition 172 revenue based on historical experience and anticipated trends.			10,661,000	(10,661,000)	
4.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for the SVP program, settlement costs, radio system replacement, negotiated educational bonuses, critical contract services, vehicle replacement program, cost of services from other departments, the Body-Worn Camera program, and the Youth Pre-Filing Diversion program.	(8,781,000)	-	1,250,000	(10,031,000)	
5.	SVP Program: Reflects the addition of one-time funding to backfill the loss of State revenue.			(1,875,000)	1,875,000	
6.	Various Realignments: Reflects the realignments of appropriation and revenue based on historical trends, current operations, and the changing needs of the Department.	153,000		153,000	-	
	Total Changes	(8,437,000)	0	10,205,000	(18,642,000)	0.0
20	22-23 Recommended Budget	474,372,000	4,451,000	221,349,000	248,572,000	2,138.0

FIRE DEPARTMENT

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Financing Sources	1,440,404,000	1,413,420,000	(26,984,000)
Financing Uses	1,440,404,000	1,413,420,000	(26,984,000)
Budgeted Positions	4,741.0	4,741.0	0.0

		Financing Uses (\$)	Financing Sources (\$)	Budg Pos
FII				
	21-22 Final Adopted Budget	1,440,404,000	1,440,404,000	4,741.0
Cr	tical Issues			
1.	Emergency Services Operations: Reflects funding for equipment and supplies for an additional recruit class, for paramedic training and increases in helicopter maintenance costs.	2,397,000		
2.	Departmentwide Operations: Reflects funding for operational costs increases for services provided by other County departments, rents and leases, and judgments and damages, partially offset by a reduction in Appropriation for Contingencies. Also includes ministerial position transfers between bureaus.	1,431,000		
Ot	her Changes			
1.	Employee Benefits: Primarily reflects Board-approved increases in health insurance subsidies.	3,722,000	128,000	
2.	Unavoidable Costs: Reflects changes in workers' compensation costs due to anticipated benefit increases and medical cost trends.	12,502,000		
3.	Retirement: Reflects an increase primarily due to adjustments for position changes as well as prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	225,000	8,000	
4.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	5,098,000	175,000	
5.	Other Salaries and Employee Benefits: Reflects adjustments to various employee benefits categories based on historical costs and future year projections.	24,950,000		
6.	Grants: Reflects Board-approved Measure B funding for paramedic assessment unit equipment.	\$1,735,000	1,735,000	
7.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various expenses.	(79,257,000)	(74,179,000)	
8.	Tax Revenue: Reflects increases in revenue from property taxes and special taxes based on current projections.		40,517,000	
9.	Other Revenue: Reflects an increase in revenue generated from various fee		4,419,000	
10.	Lifeguard Operational Cost-of-Living Adjustment (COLA): Reflects funding from the General Fund to meet the requirements of the Beach and Ocean Rescue Services agreement.	213,000	213,000	
	Total Changes	(26,984,000)	(26,984,000)	(0.0)
202	22-23 Recommended Budget	1,413,420,000	1,413,420,000	4,741.0

LIFEGUARD - FIRE DEPARTMENT

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	40,609,000	41,133,000	524,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	40,609,000	41,133,000	524,000
Budgeted Positions	0.0	0.0	0.0

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LI	FEGUARD – FIRE DEPARTMENT		, ,	. ,		
20	21-22 Adopted Budget	40,609,000	0	0	40,609,000	0.0
0	ther Changes					
1.	Employee Benefits : Primarily reflects Board-approved increases in health insurance subsidies.	128,000			128,000	
2.	Retirement: Reflects an increase primarily due to adjustments for position changes as well as prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio.	8,000	-	-	8,000	
3.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	175,000	-	-	175,000	
4.	COLA: Reflects a COLA increase based on the Board-approved operating agreement.	213,000	-		213,000	-
	Total Changes	524,000	0	0	524,000	0.0
20	22-23 Recommended Budget	41,133,000	0	0	41,133,000	0.0

GRAND JURY

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	1,933,000	1,942,000	9,000
Intrafund Transfer	0	0	0
Revenue	4,000	4,000	0
Net County Cost	1,929,000	1,938,000	9,000
Budgeted Positions	5.0	5.0	0.0

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
GRAND JURY	(*/	(+)	(+/	(*/	
2021-22 Final Adopted Budget	1,933,000	0	4,000	1,929,000	5.0
Other Changes					
 Retirement: Reflects an increase primarily due to adjustments for position changes as well as prior-year investment gains and losses in Los Angeles County Employees Retirement Association's investment portfolio. 	4,000	-		4,000	
2. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	5,000		-	5,000	
Total Changes	9,000	0	0	9,000	0.0
2022-23 Recommended Budget	1,942,000	0	4,000	1,938,000	5.0

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	0	0	0
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	0	0	0
Budgeted Positions	0.0	0.0	0.0

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LA-RICS	(*)	(V)	(+)	(*/	
2021-22 Final Adopted Budget	0	0	0	0	0.0
1. NO CHANGES					
Total Chang	es 0	0	0	0	0.0
2022-23 Recommended Budget	0	0	0	0	0.0

MEDICAL EXAMINER-CORONER

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	51,496,000	51,601,000	105,000
Intrafund Transfer	3,000	3,000	0
Revenue	2,706,000	2,381,000	(325,000)
Net County Cost	48,787,000	49,217,000	430,000
Budgeted Positions	240.0	254.0	14.0

Changes From 2021-22 Budget

	G Appropria	ross ation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2021-22 Final Adopted Budget	51,496		3,000	2,706,000	48,787,000	240.0
Critical Issues						
 Positions to Address Increased Caseloa funding for 7.0 investigations positions, 5.0 transportation positions, and 4.0 forensic s positions to address increased caseload. 	decedent	,000			1,940,000	16.0
Services and Supplies: Reflects ongoing address the increased costs of County and County-provided services.		5,000			1,755,000	
 Clerical Support: Reflects one-time fundir temporary clerical support to address the D increased caseload. 		2,000			612,000	
Other Changes						
 Retirement: Reflects a decrease primarily adjustments for position changes as well a investment gains and losses in the Los And Employees Retirement Association's inves portfolio. 	s prior-year geles County	000)	_	(15,000)	(584,000)	
 Retiree Health Insurance: Reflects a projection increase in retiree health insurance premiural as a scheduled increase in the Department proportional share of the costs to prefund the retiree healthcare benefits. 	ms, as well 's	.,000		4,000	150,000	
 One-Time Funding: Reflects an adjustme prior-year funding that was provided on a c basis for 2.0 forensic support positions, ser supplies, and the Vehicle Replacement Pla 	ne-time vices and	000)		(443,000)	(3,455,000)	(2.0)
 Countywide Cost Allocation Adjustment an adjustment in rent charges to comply wi Office of Management and Budget claiming (2CFR Part 200). 	th Federal	2,000			12,000	
Productivity Investment Fund (PIF): Refl time PIF grant funding for the Department's Genealogy Program.		,000		129,000		

MEDICAL EXAMINER-CORONER

		Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
	Total Changes	105,000	0	(325,000)	430,000	14.0
2022-23 Recommended Budget		51,601,000	3,000	2,381,000	49,217,000	254.0

PROBATION DEPARTMENT

	FY 2021-22 Supplemental Changes	FY 2022-23 Recommended Budget	Variance
Appropriation	1,038,522,000	1,025,224,000	(13,298,000)
Intrafund Transfer	3,444,000	3,444,000	0
Revenue	381,703,000	372,009,000	(9,649,000)
Net County Cost	653,375,000	649,771,000	(3,604,000)
Budgeted Positions	5,568.0	5,568.0	0.0

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PI	ROBATION DEPARTMENT	X.7	X-7	()	(.,	
20	21-22 Final Adopted	1,038,522,000	3,444,000	381,703,000	653,375,000	5,568.0
Cr	itical Issues					
1.	AB1869 Backfill: Reflects AB1869 revenue backfill related to the elimination of criminal fines and fees, and cost increases for Electronic Monitoring Program contract.	1,400,000		1,400,000		
Ot	her Changes					
1.	Employee Benefits : Primarily reflects Board-approved increases in health insurance subsidies	299,000		34,000	265,000	
2.	Retirement: Reflects an increase primarily due to adjustments for position changes as well as prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	32,000		4,000	28,000	
3.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	4,501,000		514,000	3,987,000	
4.	Unavoidable Costs: Reflects changes in workers' compensation due to anticipated benefit increases and medical cost trends.	2,113,000		2,113,000	-	
5.	Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200).	1,493,000	-		1,493,000	
6.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for the Vehicle Replacement Plan (\$0.9 million), CSEC advocacy program (\$0.4 million), and revenue backfill related to the elimination of criminal fines and fees (\$8.0 million).	(2,768,000)		6,609,000	(9,377,000)	

PROBATION DEPARTMENT

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7.	Pretrial Pilot Program: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for the Pretrial Release Pilot program awarded by the Judicial Council of California and approved by the Board on February 11, 2020.	(14,563,000)		(14,563,000)		<u>-</u> _
8.	Funding Certainty Grant: Reflects an adjustment to remove grant funding provided under the Family First Transition Act.	(5,805,000)		(5,805,000)		
	Total Changes	(13,298,000)	0	(9,694,000)	(3,604,000)	0.0
20	22-23 RECOMMENDED BUDGET	1,025,224,000	3,444,000	372,009,000	649,771,000	5,568.0

PROBATION COMMUNITY-BASED CONTRACTS

	FY 2021-22 Supplemental Changes	FY 2022-23 Recommended Budget	Variance
Appropriation	\$8,797,000	\$2,920,000	(\$5,877,000)
Intrafund Transfer	\$0	\$0	\$0
Revenue	\$0	\$0	\$0
Net County Cost	\$8,797,000	\$2,920,000	(\$5,877,000)
Budgeted Positions	0.0	0.0	0.0

_	OMMUNITY DASED CONTDACTS	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
	OMMUNITY BASED CONTRACTS 021-22 Final Adopted Budget	8,797,000	0	0	8,797,000	0.0
1.		(5,877,000)		-	(5,877,000)	
	Total Changes	(5,877,000)	0	0	(5,877,000)	0.0
20	022-23 Recommended Budget	2,920,000	0	0	2,920,000	0.0

PUBLIC DEFENDER

	FY 2021-22 Final Adopted Budget	FY 2022-23 Recommended Budget	Variance
Appropriation	282,871,000	264,996,000	(17,875,000)
Intrafund Transfer	771,000	362,000	(409,000)
Revenue	21,208,000	14,149,000	(7,059,000)
Net County Cost	260,892,000	250,485,000	(10,407,000)
Budgeted Positions	1,150.0	1,113.0	(37.0)

		Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
P	JBLIC DEFENDER	(+)	(*/	(*/	\\\\\	
	21-22 Final Adopted Budget her Changes	282,871,000	771,000	21,208,000	260,892,000	1,150.0
1.	Employee Benefits: Primarily reflects Board-approved increases in health insurance subsidies.	64,000		2,000	62,000	
2.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	1,043,000	5,000	24,000	1,014,000	
3.	Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with federal Office of Management and Budget claiming guidelines (2 CFR Part 200).	(85,000)			(85,000)	
4.	Sexually Violent Predator Program: Reflects the addition of one-time funding to backfill the loss of State revenue.			(6,000,000)	6,000,000	
5.	Grant Funding: Primarily reflects one-time grant funding awarded by the Quality and Productivity Commission for improving courtroom service linkages and juvenile advocacy.	506,000	7,000	499,000		
6.	Position Reclassification: Reflects the Board-approved reclassification of 4.0 Information Technology positions.					
7.	Ministerial Changes: Reflects a reduction of funding from the Office of Diversion and Reentry due to an expiring funding agreement, and a correction to a prioryear adjustment.	(421,000)	(421,000)			

PUBLIC DEFENDER

		Gross	Intrafund		Net	
		Appropriation (\$)	Transfers (\$)	Revenue (\$)	County Cost (\$)	Budg Pos
8.	Unavoidable Costs: Reflects changes in workers' compensation costs due to anticipated benefit increases and medical cost trends.	5,000		5,000		
9.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various operational, IT, and equipment needs, as well as an adjustment that reflects a reduction in backfill revenue for the SVP Program.	(18,987,000)		(1,589,000)	(17,398,000)	(37.0)
	Total Changes	(17,875,000)	(409,000)	(7,059,000)	(10,407,000)	(37.0)
20	22-23 Recommended Budget	264,996,000	362.000	14,149,000	250.485.000	1,113.0

SHERIFF

	FY 2021-22 Supplemental Changes	FY 2022-23 Recommended	Variance
Appropriation	3,461,992,000	3,463,959,000	1,967,000
Intrafund Transfer	91,459,000	92,711,000	1,252,000
Revenue	1,774,917,000	1,840,448,000	65,531,000
Net County Cost	1,595,616,000	1,530,800,000	(64,816,000)
Budgeted Positions	17,085.0	17,099.0	14.0

Changes From 2021-22 Budget

		Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
20	021-22 Final Adopted Budget	3,461,992,000	91,459,000	1,774,917,000	1,595,616,000	17,085.0
0	ther Changes					
1.	Employee Benefits: Primarily reflects Board-approved increases in health insurance subsidies.	58,000	4,000	8,000	46,000	
2.	Retirement: Reflects a decrease primarily due to adjustments for prior-year investment gains and losses in the Los Angeles County Employees Retirement Association's investment portfolio.	(5,270,000)	-	(227,000)	(5,043,000)	
3.	Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of the costs to prefund the County's retiree healthcare benefits.	13,759,000	181,000	675,000	12,903,000	
4.	One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis in various budget units for: 1) BWC Program (\$7.1 million); 2) Cannabis Consumer Taskforce (\$2.5 million); 3) Automated Justice Information System (\$0.8 million); 4) Antelope Valley/Department of Justice Settlement Agreement (\$0.1 million); 5) various community programs in Supervisorial District 4 (\$0.4 million); 6) Veterans Mental Evaluation Team (\$0.7 million); Marijuana Enforcement Team (\$0.7 million); Launchers and Ammunition (\$1.5 million) and Substance Treatment and Re-Entry Transition (\$0.1).	(13,898,000)		(99,000)	(13,799,000)	
5.	Utility Users Tax (UUT): Reflects an adjustment to remove prior-year funding that was provided on a one-time basis for various community programs.	(459,000)	-		(459,000)	

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
6. Public Safety Sales Tax (Proposition 172): Reflects a projected increase in revenue based on historical experience and anticipated trends.			59,066,000	(59,066,000)	
 Countywide Cost Allocation Adjustment: Reflects an adjustment in rent charges to comply with Federal Office of Management and Budget claiming guidelines (2CFR Part 200). 	35,000	-	-	35,000	
8. Unavoidable Costs: Reflects changes in worker's compensation and long-term disability costs due to anticipated benefit increases and medical cost trends.	3,590,000		3,590,000	-	
BWC: Reflects ongoing funding for costs associated with Spectrum internet service costs, fully offset by the transfer of funding from the PFU budget.	567,000		-	567,000	
10. Miscellaneous Realignments: Reflects realignment of appropriation and revenue to more accurately reflect operational needs.					
11. Position Adjustments: Reflects restoration of positions fully offset by the deletion of various positions, and adjustments to correct position levels added in a prior fiscal year.		-			(1.0)
12. Crisis Intervention Training (CIT): Reflects deletion of 2.0 Sergeant positions in the Patrol Budget and 2.0 Industrial/Organizational Consultant positions in the General Support Budget due to expiration of a funding agreement with OD&R budget for the CIT Program.	(1,275,000)	(1,275,000)	-	-	(4.0)
13. Contract Service Level Changes: Reflects changes in positions, services and supplies, capital assets-equipment, intrafund, and revenue in various budget units primarily due to requests by contract agencies in the prior year.	4,860,000	2,342,000	2,518,000		19.0
Total Changes	1,967,000	1,252,000	65,531,000	(64,816,000)	14.0
2022-23 Recommended Budget	3,463,959,000	92,711,000	1,840,448,000	1,530,800,000	17,099.0

TRIAL COURT OPERATIONS

FY 2021-22 Final Adopted Budget		FY 2022-23 Recommended Budget	Variance
Appropriation	404,652,000	409,460,000	4,808,000
Intrafund Transfer	0	0	0
Revenue	62,287,000	70,878,000	8,591,000
Net County Cost	342,365,000	338,582,000	(3,783,000)
Budgeted Positions	50.0	50.0	0.0

Changes From 2021-22 Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2021-22 Final Adopted Budget	404,652,000	Ó	62,287,000	342,365,000	50.0
Other Changes					
 Judicial Benefits: Reflects an increase in salary- driven judicial benefits based on current expenditure trends. 	2,846,000			2,846,000	
2. Specialty Attorney Rates: Reflects Court-approved rate increase for appointed Family Law, Mental Health, and Probate attorneys.	2,200,000			2,200,000	
3. Assembly Bill (AB) 1869 Backfill: Reflects backfill revenue allocated by the State to the County from the passage of AB 1869, which repealed local authority to assess specified administrative fees from individuals involved in the criminal legal system, effective July 1, 2021.	-	_	7,639,000	(7,639,000)	
4. Retiree Health Insurance: Reflects a projected increase in retiree health insurance premiums, as well as a scheduled increase in the Department's proportional share of costs to prefund the County's retiree healthcare benefits.	12,000		12,000		
One-Time Funding: Reflects an adjustment to remove prior-year funding that was provided on a one-time basis.	(250,000)		940,000	(1,190,000)	
Total Changes	4,808,000	0	8,591,000	(3,783,000)	0.0
2022-23 Recommended Budget	409,460,000	0	70,878,000	338,582,000	50.0