



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: March 1, 2023
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168# .

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

[Click here to join the meeting](#)

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

AGENDA

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

1. **Call To Order – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Letter:
CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES
ISAB/CIO - Thomas Kooy, Executive Director and Fernando Angell, Assistant Director
 - B) Board Letter:
COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS
CEO/CLASSIFICATION – Jennifer Revuelta, Principal Analyst
 - C) Board Letter:
DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY
TTC - Keith Knox, Treasurer and Tax Collector, Elizabeth Buenrostro Ginsberg, Chief Deputy, Damia J. Johnson, Assistant Treasurer and Tax Collector and Jennifer Koai, Operations Chief

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D) Board Letter:
APPROVAL OF AMENDED CIVIL SERVICE RULE 9 - MEDICAL
STANDARDS FOR EMPLOYMENT
DHR - Maggie Martinez, Assistant Director,
Dr. Sepideh Souris, Senior HR Manager and
David M. Morfin, Senior HR Manager

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**

(2 Minutes Each Speaker)

5. **NOTICE OF CLOSED SESSION**

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (d)(1) of Government code Section 54956.9)

Celina Nunez v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. 20STCV35066

Department: Internal Services Department

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

A) LAFD/CIO - AUTHORIZATION TO ACQUIRE AN INTEGRATED COMPUTER
AIDED DISPATCH/MOBILE/BUSINESS INTELLIGENCE SOLUTION AND
APPROVAL OF AN APPROPRIATION ADJUSTMENT

B) CEO/CLASSIFICATION - YOUTH CLIMATE COMMISSION

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	BOS – Information Systems Advisory Board	
SUBJECT	APPROVAL OF CONTRACT BETWEEN THE COUNTY OF LOS ANGELES ON BEHALF OF THE INFORMATION SYSTEMS ADVISORY BOARD AND SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES	
PROGRAM	CONTINUE DOCUMENT IMAGING SERVICES FOR PARTICIPATING DEPARTMENTS	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Not applicable	
COST & FUNDING	Total cost: \$25 Million	Funding source: Will be provided by each participating department from their current budget allocations with ongoing year costs budgeted each fiscal year
	TERMS (if applicable): Six (6) years (Initial Term) and up to four (4) additional one-year option periods (Extended Term)	
	Explanation: Funding for the Contract will be provided by the Participating Departments. No new net County funds are being requested for this Contract. There are no other fiscal impacts.	
PURPOSE OF REQUEST	To provide document imaging of paper documents for electronic storage for the Alternate Public Defender, Chief Executive Office, District Attorney, Medical Examiner-Coroner, Probation, Public Defender, and Sheriff.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 27, 2022, the County released a Request for Proposals (RFP) for Document Imaging Services. A Mandatory (Virtual) Proposers Conference was held on July 18, 2022 with five (5) companies in attendance. Two (2) Proposals were received before the closing date of September 12, 2022. Both Proposals met all RFP minimum requirements. Proposal evaluations were completed on November 9, 2022. The Evaluation Committee recommended SOURCECORP as the winning vendor based upon price, technical capability, and proposed staff.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Thomas Kooy, Executive Director, 562-403-6501, TKooy@isab.lacounty.gov Fernando Angell, Assistant Director, 562-403-6505, FAngell@isab.lacounty.gov	

Information Systems Advisory Board

County of Los Angeles



CHAIR
Chief Brian Yanagi
Sheriff's Department

VICE CHAIR
Jim Green
Probation Department

ISAB

Thomas Kooy
Executive Director

Fernando Angell
Assistant Director

Eugene Cabrera
Director, Project Development

Duane Nguyen
Director, Integration Services

MEMBER AGENCIES

Alternate Public Defender's Office

Chief Executive Office

District Attorney's Office

Internal Services Department

Los Angeles Police Department

Medical Examiner/Office of the Coroner

Police Chiefs' Association

Probation Department

Public Defender's Office

Sheriff's Department

Superior Court

March 21, 2023

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:

**CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND
SOURCECORP BPS INC. FOR DOCUMENT IMAGING SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval of a contract between the County of Los Angeles on behalf of the Information Systems Advisory Board and SOURCECORP BPS Inc. for Document Imaging Services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of Information Systems Advisory Board (ISAB) to finalize and execute a contract with SOURCECORP BPS, INC. (SOURCECORP) for Document Imaging Services (Services), substantially like the attached Contract (Attachment I), for a period of six (6) years (Initial Term) and up to four (4) additional one-year option periods (Extended Term), for a maximum total Contract Sum of \$25 million for the ten (10) year term of the Contract.
2. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract, to execute Change Notice to the Contract which do not affect the scope or work, amount of payments, or any other term or condition included under the Contract, and if necessary, terminate for convenience the Contract.

3. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract to execute Amendments to the Contract that: (a) elect to extend the term of the Contract for an Extended Term; (b) do not materially affect the scope of work, amount of payments, or any term or condition included in the Contract; (c) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of the Contract; (d) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information; (e) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions) of the Contract; and/or (f) implement orders from your Board or Chief Executive Office (CEO) or designee to add or change terms and conditions in the Contract.
4. Delegate authority to the Executive Director of ISAB or designee, during the Extended Term (a) to increase the rates for Services up to 10 percent per year from the previous year and (b) to increase the Contract Sum by no more than 10 percent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended Contract is to provide document imaging of paper documents for electronic storage for the Alternate Public Defender (APD), Chief Executive Office (CEO), District Attorney (DA), Medical Examiner-Coroner (ME-C), Probation, Public Defender (PD), and Sheriff.

The APD and PD are required to maintain case files for the lifetimes of its clients. Since there is no viable method of determining those periods, the APD and PD do not destroy any physical records. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. To address the problem of warehousing millions of paper case files, the PD has implemented an electronic document management system and APD is implementing an electronic document management system.

The CEO is responsible for operational oversight of all County Departments. The CEO maintains records on all contracts and County property locations and information within the County. To prepare for the CEO's systems modernization it is timely that the CEO digitize all related management files and store the resulting electronic documents in the CEO's document management system or in a secure "cloud-based" solution.

The DA is required to maintain case files for specific periods depending on the case type. Felony case files must be retained for 25 years. Life-term case files and Juvenile case files must be retained indefinitely. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. To meet retention requirements and address the problem of warehousing millions of paper case files, the DA has implemented an electronic document management system.

The ME-C is mandated by law "to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual death; unattended deaths, and death 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) The investigation of an individual death constitutes a ME-C case. The Public Services Division maintains and stores a physical case folder for each ME-C case. The various documents that make up these case folders are in hard copy format. To address the problem of warehousing paper case files, the ME-C is implementing an electronic document management system.

Probation is required to maintain Probation and Pretrial Investigation and Supervision case files and related documents that include arrest reports, court reports, assessment records, court orders, Probationer reporting documentation, financial collection files, payment documentation, photographs,

forms, and reports, including various handwritten and machine printed documents, for a period dependent on the document type and source. Storage of the Pretrial and Financial Services packet hard copies has been offsite at a Probation Property and Supply facility. The Adult and Juvenile Probation folders are returned to Probation's Central Records Section for destruction after a quality and assurance check. Since 2006, Probation has implemented the digital imaging process, the records and documents are stored electronically in the Probation Enterprise Document Management System (PEDMS) Archival Library. Electronic storage of the records allows for the automated retrieval of the stored information, which is more efficient and less time consuming than retrieving the data from hard copy reports or microfilm. Probation is imaging the Probation Files, Financial Services Files, and Pretrial Packets.

The Sheriff maintains various booking and incident reports. The booking and incident reports that originate from the custodial facilities are in hard copy format. With limited space in these facilities, hard copy records and documents cannot be stored and maintained over a long period. Up until 2001, these records and documents were stored on microfilm or microfiche. Since then, the records are being stored electronically in a "TIFF" format. Electronic storage of records allows for the automated retrieval of the stored information, a method more efficient and less time consuming than retrieving the data from hard copy reports.

The Sheriff's Personnel Administration Bureau, Pay, Leaves, and Records Unit (PLR) maintains Human Resources (HR) Personnel Files, Time Sheets/Variance Sheets, and Workers' Compensation (Comp) Claim Files. Beginning in 2011, the physical backlog of HR Personnel Files, Time Sheets/Variance Sheets, and Workers' Comp Claim Files were scanned and the output images in "TIFF" format were uploaded into a vendor hosted document repository, on behalf of and securely accessible to designated Sheriff's PLR personnel. Day forward scanning continues for HR Personnel Files, Time Sheets/Variance Sheets, and Workers' Comp Claim Files.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the Countywide Strategic Plan, Goal III, Realize Tomorrow's Government Today, Strategy III.2 – Embrace Digital Government for the Benefit of our Internal Customers and Communities through the implementation of technological business solutions to enable County Departments to meet their core mission, transform how they share information, and protect the privacy rights of individuals.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed Contract for all seven (7) participating Departments is \$25 million over the entire Contract term, including the Initial Term of six (6) years and the Extended Term of up to four (4) years. Funding for this Contract will be provided by each participating Department from current budget allocations with ongoing year costs budgeted each fiscal year.

The participating Departments' estimated budget allocation for this Contract are as follows:

Participating Department - Agency	Initial Term	Extended Term
Alternate Public Defender	\$600,000	\$400,000
Chief Executive Office	\$450,000	\$300,000
District Attorney	\$4,868,064	\$3,245,376

Medical Examiner-Coroner	\$60,000	\$40,000
Probation – Central Records	\$2,700,000	\$1,800,000
Probation – Pretrial	\$5,000	\$0
Probation – Fiscal Services	\$78,000	\$52,000
Public Defender	\$2,400,000	\$1,600,000
Sheriff – Inmate Reception Center	\$780,000	\$600,000
Sheriff – Pay, Leaves, and Records Unit	\$216,000	\$144,000

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract is Non-Prop A, since approval of this Contract will not displace County employees, and the Services offered under this Contract currently cannot be performed by the individual Departments due to specialized equipment needs. Further, ISAB will not require SOURCECORP to perform Services more than the Board approved Contract amount, Statement of Work, and/or Contract dates. Except as detailed in attached exceptions (Attachment II), the Contract contains all the latest Board required and policy driven provisions. County Counsel has approved this Contract as to form.

In compliance with Board Policy 6.020 “Chief Information Office Board Letter Approval”, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed this Board letter and supporting documents and determined this recommendation action(s) does not constitute a technology-related acquisition of hardware, software, or professional services that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On June 27, 2022, the County released a Request for Proposals (RFP) for Document Imaging Services. A Mandatory Virtual Proposers Conference was held on July 18, 2022, with five (5) companies in attendance. Two (2) Proposals were received before the closing date of September 12, 2022. Both Proposals met all RFP minimum requirements. Proposal evaluations were completed on November 9, 2022. The Evaluation Committee recommended SOURCECORP as the winning vendor based upon price, technical capability, and proposed staff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to the current Services since SOURCECORP is the incumbent and the existing Contract with SOURCECORP ends on August 4, 2023. ISAB issued the RFP well in advance of the existing Contract’s end date to ensure continuation of the essential Services for the participating Departments.

CONCLUSION

The Contract will enable ISAB to provide essential Services to support participating Departments. If you have any questions or need additional information, your staff may contact Fernando Angell, Assistant Director, at (562) 403-6505 or email at FAngell@isab.lacounty.gov.

Respectfully submitted,

Thomas Kooy, Executive Director
Information Systems Advisory Board

TK: FA: lb

c: Alternate Public Defender
Chief Executive Office
District Attorney
Executive Officer, Board of Supervisors
Medical Examiner-Coroner
Probation Department
Public Defender
Sheriff

ATTACHMENT I



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SOURCECORP BPS INC.
FOR
DOCUMENT IMAGING SERVICES**

FINAL

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STANDARD EXHIBITS

- A** Statement of Work and Attachments and Schedules
 - Attachment 1 – Contract Discrepancy Report
 - Attachment 2 – Performance Requirements Summary (PRS) Chart
 - Attachment 3 – Participating Agencies
 - Attachment 4 – Pickup and Return Locations
 - Schedule 1 – Alternate Public Defender and Public Defender
 - Schedule 2 – Chief Executive Office
 - Schedule 3 – District Attorney
 - Schedule 4 – Medical Examiner-Coroner
 - Schedule 5 – Probation
 - Schedule 6 - Sheriff
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- G** Safely Surrendered Baby Law

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UNIQUE EXHIBITS

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACT INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR

- H1 Individual's Assignment and Transfer of Copyright
- H2 Contractor's Assignment and Transfer of Copyright
- H3 Notary Statement for Assignment and Transfer of Copyright

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) AGREEMENT

- I Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- J Charitable Contributions Certification

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

- K Information Security and Privacy Requirements
- L Confidentiality of Criminal Offender Record Information (CORI)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SOURCECORP BPS INC.
FOR
DOCUMENT IMAGING SERVICES**

This Contract, including all Exhibit and Attachments hereto, is made and entered into this 21st day of March 2023 by and between the County of Los Angeles (hereinafter "County") on behalf of the Information Systems Advisory Board (hereinafter "Department" or "ISAB") and SOURCECORP BPS Inc. (hereinafter "Contractor"), located at 2701 E. Grauwyler Road, Irving TX 75061 with location of services provided at 20500 Belshaw Avenue, Carson, CA 90746. County and Contractor are referred to here as Parties, each a Party.

RECITALS

WHEREAS, the County may contract with private businesses for Document Imaging Services (hereinafter "Document Imaging Services" or "Services"), when certain requirements are met; and

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

WHEREAS, the County does not have the technical staff with specific skills and expertise necessary to perform Document Imaging Services; and

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

WHEREAS, based upon an open competitive selection process, the County has recommended to the Board of Supervisors, that the Contractor is prepared and desires to provide Document Imaging Services to the County; and

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

1 APPLICABLE DOCUMENTS

Exhibits A through L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments and Schedules
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Intellectual Property Developed-Designed by Contractor Forms

Exhibit H	Forms Required at Completion of the Contracts Involving Intellectual Property Developed-Designed by the Contractor
-----------	--

Health Insurance Portability and Accountability Act (HIPAA)

Exhibit I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
-----------	--

SB 1262 - Nonprofit Integrity Act of 2004

Exhibit J	Charitable Contributions Certification
-----------	--

Information Security and Privacy Requirements

Exhibit K	Information Security and Privacy Requirements
Exhibit L	Confidentiality of Criminal Offender Record Information (CORI)

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

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

- 2.1.1 **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.
- 2.1.2 **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.
- 2.1.3 **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.
- 2.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 **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.
- 2.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 **County's Project Manager:** The person designated by each Participating Agency for overseeing the Document Imaging Services provided by Contractor for the applicable Participating Agency, as set forth in Paragraph 6.3 (County's Project Manager).
- 2.1.8 **County Contract Administrator:** The person designated by the County Project Director to manage the operations under this Contract, as set forth in Paragraph 6.4 (County's Contract Administrator).
- 2.1.9 **County Project Director:** The 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.
- 2.1.10 **Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

- 2.1.12 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 must 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be six (6) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
- 4.2** The County will have the sole option to extend this Contract term for up to four (4) additional one (1) year periods (hereinafter "Extended Term"), for a maximum total Contract term of ten (10) years. Each such extension option may be exercised at the sole discretion of the Department.

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

- 4.3** The Contractor must notify ISAB 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 must send written notification to ISAB at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

The Total Contract Sum under this Contract will be the maximum monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services, and other work provided by Contractor during the term of the Contract for all Participating Agencies and shall not exceed the Total Contract Sum. There is no guarantee that the entire Total Contract Sum amount will be paid to Contractor under this Contract.

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments and Schedules) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will 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 will be due to the Contractor for that work.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor's Service rates shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the Initial Term. Notwithstanding the provision of Paragraph 8.1.1, the County's Project Director or designee is specifically authorized to revise the Services rates during the Extended Term in his/her discretion by executing an Amendment to this Contract in accordance with Paragraph 8.1 (Amendments).

5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments and Schedules)

describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

- 5.5.4** It is understood by the Parties that workload for the Services to be provided under this Contract may change (either increase or decrease) due to increases or decreases in the volume of required services, the need to additional Services as directed by the County, or by changes in Federal, State, or County program or system requirements.

The Contractor must be responsible for identifying and keeping track of all activity volumes processed. Contractor system reports and manual counts may be used as appropriate to track such activity level.

The action count of the number of activities performed by Contractor for a set period will be agreed upon by the County's Project Manager for each Participating Agency and Contractor's Contract Manager. In the event of a dispute about the correct numbers, County's Contract Administrator will be the final arbiter.

- 5.5.5** The Contractor must submit the monthly billing summary invoice to County's Contract Administrator, or designee, by the 15th calendar day of the month and to the County's Project Manager of each Participating Agency within thirty (30) calendar days following the end of the month during which the Services were rendered to the addresses set forth in Exhibit D (County's Administration). The invoices will be in a form approved by the County's Contract Administrator and will meet the following requirements:

- i. Invoices must be numbered and contain the Participating Agency number, the name of the Participating Agency, and the Contract Number.
- ii. Separate account number will be used for each Participating Agency.
- iii. Monthly invoices must be forwarded to the applicable County's Project Manager of each Participating Agency.
- iv. Upon approval by applicable County's Project Manager, payments will be processed by County in a timely manner.

- 5.5.6** Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, if Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the Contract and the SOW.

- 5.5.7** County may delay the last payment due until one (1) month after the termination of the Contract. Contractor will be liable for payment on thirty

(30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.8 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 will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

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

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

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

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** Ensure that the technical, business, and operational standards and requirements of the Contract are met and overseeing the day-to-day administration of the Contractor.
- 6.3.4** Supervise Contractor's performance in the daily operation of the Contract and provide direction to Contractor in areas relating to policy, procedures, and other matters with the purview of the Contract.
- 6.3.5** Report to the County's Contract Administrator regarding Contractor's performance with respect to the technical, business, and operational standards and requirements of the Contract.
- 6.3.6** 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 Administrator

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

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 E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. All resources provided by and/or on behalf of the Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 Contractor's Project Director

7.2.1 The Contractor's Project Director must be a full-time employee of the Contractor who will be responsible for Contractor's overall performance of the Services under the Contract and ensure Contractor's compliance with this Contract.

7.2.2 The Contractor's Project Director must be available to meet and confer with the County's Contract Administrator and County's Project Manager, as requested by County's Contract Administrator or County's Project Manager, in person or by phone to review project progress and discuss project coordination.

7.3 Contractor's Project Manager

7.3.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.3.2 The Contractor's Project Manager must be a full-time employee of the Contractor and will be responsible for the Contractor's day-to-day activities as related to this Contract. The Contractor's Project Manager will meet and coordinate with County's Project Manager and County's Contract Administrator on a regular basis and must be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in the Contract.

7.4 Contractor's Staff

7.4.1 The Contractor must provide qualified staff, including all Resources, providing any Services or other work under this Contract.

7.4.2 Contractor must not use any staff based outside of the United States of America to perform any Services that require such staff to come to a County site, to have any access to production County Data, and/or have access to any of the County's production environments for its electronic system.

7.4.3 County has the absolute right to approve or disapprove all the Contractor's Staff performing work hereunder and any proposed changes in the Contractor's Staff, including the Contractor's Project Manager.

7.5 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all 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.

7.6 Contractor's Staff Identification

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible always. Contractor bears all expense of the badging.

7.6.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.6.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.6.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.7 Background and Security Investigations

7.7.1 In addition to the requirements set forth in Exhibit K (Information Security and Privacy Requirements), each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of 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 must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to

Contractor's staff any information obtained through the County's background investigation.

7.7.2 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.

7.7.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.7 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 Confidentiality

7.8.1 In addition to the requirements set forth in Exhibit K (Information Security and Privacy Requirements), Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.8.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.8, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.8 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.8.4 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT

(Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

-AND-

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

The authority to execute Amendments varies between departments and types of contracts.

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 must be prepared and executed by the Contractor and by ISAB. Notwithstanding the forgoing, the County's Project Director or designee is specifically authorized during the Extended Term to execute any Amendment (i) for any Services rate changes pursuant to Paragraph 5.5.2 and (ii) for increases in the Contract Sum by up to ten percent (10%) cumulatively.

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 must be prepared and executed by the Contractor and by ISAB.

8.1.3 The County's Project Director, 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by ISAB.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which 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 County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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 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 will also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor must continue to provide all the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.1.2** The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.1.4** If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within 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 must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to

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

8.7 Compliance with Civil Rights Laws

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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1** Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the contractor must have and adhere to a written policy that provides that its Employees will receive from the contractor, on an annual basis, no less than five days

of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the

award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by 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 will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is 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 will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative

proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 8.12.4.6** The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision

and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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 poster, Exhibit G (Safely Surrendered Baby Law) 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 <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

8.14.1 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 will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

8.15.1 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 will 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 must 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 must 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 must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against 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 will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the Parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. 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 will 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 must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of 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 will be solely liable and responsible for furnishing 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way

warrants that the Required Insurance is sufficient to protect 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, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete copies of any required contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5** Certificates and copies of any required endorsements must be sent to County's Contract Administrator at the address herein provided in Exhibit D (County's Administration).
- 8.24.2.6** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also must promptly notify County of any third-party claim or suit filed against contractor or any of its

subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under Workers Compensation, General Liability, and Auto Insurances for any loss arising from or relating to this Contract. The contractor must 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 must include all subcontractors as insureds under contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.11 Claims Made Coverage

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

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

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

thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation.

8.25.4.3 Property Coverage

Contractors given exclusive use of County owned or leased property must 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 must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

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 and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.6 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 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. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.7 Intentionally Omitted

8.26 Liquidated Damages

8.26.1 If, in the judgment of the County's Contract Administrator, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County's Contract Administrator, 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 County's Contract Administrator, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County's Contract Administrator, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County's Contract Administrator, or his/her designee, deems are correctable by the contractor over a certain time span, the County's Contract Administrator, 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 County's Contract Administrator, 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 \$100 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments and Schedules) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must 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 must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If 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 must 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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- 8.28.2.1** That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2** That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** 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 will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The contractor will 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a

determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal, or State anti-discrimination laws or regulations will 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 will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The contractor must 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 Contract Administrator is not able to resolve the dispute, the County's Project Director, or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County's Contract Administrator, or his/her designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by 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 will 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 will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", 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 must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's

need to identify its services and related clients to sustain itself, the County will not inhibit the contractor from publishing its role under this Contract within the following conditions:

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

8.37.1.2 During the term of this Contract, the contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor must 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, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the contractor and will 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 must 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 will 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 If 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 must 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 will 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 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- 8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must 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 will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board 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 must provide the following information promptly at the County's request:
- 8.40.2.1** A description of the work to be performed by the subcontractor.
 - 8.40.2.2** A draft copy of the proposed subcontract; and
 - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The contractor must indemnify, defend, and hold the County harmless with respect to the activities of each subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

- 8.40.4** The contractor will 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 will 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 must forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor must 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 must ensure delivery of all such documents to the County's Contract Administrator at the address herein in Exhibit D (County's Administration).

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

Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice will 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 will be affected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination

becomes effective will be no less than ten (10) days after the notice is sent.

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor will 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 will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity,

acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 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 will 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 must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must 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 will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not 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) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the contractor, must 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 will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the 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 will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

8.50.1 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 will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

8.53 Time Off for Voting

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

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

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

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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 will 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 will survive the expiration, or other termination of this Agreement.

8.59 Injury and Illness Prevention Program

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

8.60 COVID-19 Vaccinations of County Contractor Personnel

8.60.1 At Contractor's sole cost, Contractor must 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").

8.60.2 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").

8.60.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must 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 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 must 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 must 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.

8.60.4 Contractor will 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:

8.60.4.1 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.

8.60.4.2 Wear a mask that is always consistent with CDC recommendations while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor must also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A

completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

9 UNIQUE TERMS AND CONDITIONS

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

- 9.1.1** If the County department receiving the services is not subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-194 (HIPAA), Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.1.2** If the County department receiving the services 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"), 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 I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services the County and the Contractor agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).
- 9.1.3** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.1.4** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents',

access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.2 Ownership of Materials, Software and Copyright

- 9.2.1** County retains all its rights in the data it provides to the Contractor ("County Data") and grants the Contractor the right to use such County Data as necessary to provide the services under this Contract. County will own the copyright to all works (except for Contractor IP, as defined below) consisting of processed County Data that is first created as an output of the Services "Work Product"). The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title, and interest in and to such Work Product, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract. Except for County Data and Work Product, all rights in and to any intellectual property used or disclosed by the Contractor in providing the services, whether developed prior to, during, or after the Contract's Effective Date, are and will remain the sole and exclusive property of the Contractor ("Contractor IP").
- 9.2.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** 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.
- 9.2.4** 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.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 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 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.2.6** All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1** The Contractor shall indemnify, hold harmless and defend County from and against 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.

- 9.3.2** 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:

- 9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- 9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or
- 9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

- 9.3.3** 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.

9.4 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a

material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

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

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 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](#).

9.6.2 The Contractor will 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.

9.6.3 The Contractor will 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.

9.6.4 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, will:

- 9.6.4.1** 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;
- 9.6.4.2** 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
- 9.6.4.3** 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 will 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.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1** 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](#).
- 9.7.2** Contractor must 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.
- 9.7.3** Contractor must 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.
- 9.7.4** 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 will:
 - 9.7.4.1** 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;

9.7.4.2 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

9.7.4.3 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 will 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.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 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](#).

9.8.2 Contractor must 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.

9.8.3 Contractor must 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.

9.8.4 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 will:

9.8.4.1 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;

9.8.4.2 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

9.8.4.3 Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties will 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.

10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following
Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf the day and year first above written.

CONTRACTOR:

SourceCorp BPS, Inc.

By

Suresh Yannamani, President

COUNTY OF LOS ANGELES:

Information Systems Advisory Board

By

Thomas Kooy, Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By

Deputy County Counsel

EXHIBIT A

**STATEMENT OF WORK
AND
ATTACHMENTS AND SCHEDULES**

SEE ATTACHED

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- 1** Contract Discrepancy Report (CDR)
- 2** Performance Requirements Summary (PRS)
- 3** Participating Agencies
- 4** Pickup and Return Locations

STATEMENT OF WORK SCHEDULES

- 1** Alternate Public Defender and Public Defender
- 2** Chief Executive Office
- 3** District Attorney
- 4** Medical Examiner-Coroner
- 5** Probation
- 6** Sheriff

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

Electronic document management is a strategic initiative of the County of Los Angeles (County). To meet legal records retention requirements and comply with requests from the public, government agencies and other law enforcement agencies for information, the County Departments and Agencies (Participating Agencies, Participating Agency) must implement cost-effective strategies for the secure archival and retrieval of their documents.

This SOW provides the specifications and requirements for the Contractor to convert paper documents to digital images and provide other work relating to document imaging for the Participating Agencies, Attachment 3 of this Exhibit A.

The resultant images will be imported into the respective Participating Agency's document management system and will be managed according to each Participating Agency's specific requirements. No estimates of volumes are guaranteed by County as the minimum for each month.

As part of the Document Imaging Services, Contractor shall also provide document imaging preparation services, physical storage of documents, destruction of documents, secure cloud-based storage of imaged documents, and other services as required by County, as further specified herein.

2 BACKGROUND

The background relating to each Participating Agency is listed in Paragraph 1.0 (Background) in the sequentially numbered Schedules of this Exhibit A for each Participating Agency.

3 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

County will provide Contractor documents in adequately marked boxes. Each box will be labeled with name of pickup facility, pickup date, box number, and a brief contents description.

Pickup facility personnel will create an index/transmittal sheet for each box sent for imaging. Such index will identify each record sent for imaging.

If an index/transmittal sheet for a box and/or case file sent to Contractor is not found, Contractor shall produce an index/transmittal sheet of documents in the box at the request of County.

The records and documents that are imaged are from various Participating Agency's offices and locations. Contractor and County shall develop a specific time schedule for pickup and return of boxes for each Participating Agency, based on the project requirements and during normal business hours as determined by County for the

locations to be specified in Pickup and Return Locations, Attachment 4 of this Exhibit A. Any updates to the pickup and return locations shall automatically be incorporated into and replace the then current Pickup and Return Locations.

Upon receipt of the files transmitted to Contractor, Contractor shall be responsible for reorganizing the files in the sequence noted on the transmittal sheet, whenever there is a discrepancy between the transmittal sheet and the sequence of files within a box.

Locations are subject to change based on the need of County. County will provide Contractor with written notification prior to location change. County and Contractor will agree to a minimum number of boxes to be picked up at any location. Should enough boxes not be ready at the designated pickup time and date, County will update the request for a pickup during the following week and will notify Contractor at least 24 hours prior to that next week's pickup time.

Prior to starting work under the Contract, Contractor shall prepare an updated written project plan, referred to as the Project Control Document (PCD), which shall detail all tasks, schedules and deliverables and will be reviewed by County against the PCD submitted by Contractor prior to the Effective Date. County's Contract Administrator and/or the applicable County Project Manager will review and approve in writing Contractor's PCD prior to Contractor beginning work under the Contract. All changes and modifications to the PCD will be reviewed and approved by County's Contract Administrator and County's Project Manager(s). The PCD shall include the following:

- Quality Assurance Plan (QAP)
- Implementation Plan
- Back-up Disaster Recovery Plan
- Project Plan using automated software, such as MS Project

County will be given the authority to inspect its documents at Contractor's facilities within a one (1) day notification.

4 INVOICES

Invoices shall be provided on a Participating Agency basis. Each Participating Agency will provide Contractor with detailed information regarding their invoicing procedures. Specific to Probation and Sheriff, each participating business unit shall be invoiced separately. Invoices shall include pertinent details to include images scanned, boxes stored, retrievals made, and files transmitted to each participating business units Secure File Transfer Protocol (SFTP) site.

Invoices may include costs for rescanning images that result from Participating Agency error resulting in a need for a file to be rescanned.

Invoicing for box storage shall be calculated to begin on the last calendar day of the month after receipt of that box and shall apply uniformly to all Participating Agencies.

Invoicing for scanning services shall include all accepted and uploaded images, as well as those images that have been uploaded for 60-days but have not yet been reviewed by the Participating Agency.

County will notify Contractor within 30 business days of invoice receipt of any discrepancies between it and Contractor's calculation of services provided during the previous month.

5 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan and Security Plan to assure the County a consistently high level of service throughout the term of the Contract. Both plans shall be submitted to the County Contract Administrator and applicable County Project Manager for review and approval prior to beginning work under the Contract. The plans shall include the following:

5.1 Quality Control Plan

5.1.1 Monitoring

Contractor shall include its method for monitoring the number of documents prepared for shipment at Participating Agency facility, number of documents picked-up, the number of documents prepared for imaging, the number of pages imaged, the number of documents returned. Monitoring shall extend to the SFTP site for each applicable Participating Agency and shall include assurance that all images have been delivered in electronic form to County.

5.1.2 Data Integrity and Image Clarity

Contractor shall describe its methods for maintaining the integrity of the data extracted and ensuring the clarity of the scanned images.

5.1.3 Imaging Accuracy

Contractor shall describe its methods for meeting a ninety-nine percent (99%) accuracy of converted/scanned images.

5.1.4 Imaging Accuracy Variance

Contractor shall describe its method/solution for conversion/scanning of the remaining percentages (no greater than one percent (1%) of non-scanned/non-converted images. All images that require rescanning to improve quality will be rescanned, regardless of the one percent (1%) image accuracy requirement.

5.1.5 Exception Notice

Contractor shall identify those pages that are of insufficient quality for scanning and indexing. The notices shall consist of an initial target sheet that identifies that subsequent page(s) are of poor quality and may not

be legible and an ending target sheet indicating that previous images were of insufficient quality to permit the presentation of legible images. Where there is a single image of poor quality, the notice target shall be inserted prior to that image, but not after.

5.1.6 Problem Correction Report

A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between the identification and completed correction action, shall be provided to County monthly. Corrective actions must be resolved within two (2) business days of notification.

5.1.7 Contact Personnel

Contractor shall provide County with the names of the personnel responsible for resolving corrective actions.

5.2 Security Plan

Contractor's Security Plan shall explain the procedures to be used to prevent theft or unauthorized access to and/or dissemination of County data and documents and photographic images, sound recordings, Compact Discs and/or DVDs.

Contractor's Security Plan shall describe how the facility is or will be physically designed to segregate the processing of County documents to prevent intermingling of County boxes with the boxes of other customers throughout the storage, document preparation, scanning and indexing, and quality assurance processes. The plan shall also address specific needs to ensure that no outside party is able to view County documents that are being prepared, scanned, indexed, or viewed during quality assurance processing.

6 QUALITY ASSURANCE PLAN

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

6.1 Quarterly Meetings

Contractor is required to attend any meetings scheduled by County or County and Contractor.

6.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

Verbal notification of a Contract discrepancy will be made to the County's Contract Administrator as soon as possible 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 Contract Administrator will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Administrator within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Administrator within ten (10) workdays.

6.3 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 the Contractor's performance.

7 DEFINITIONS

The definitions relating to each Participating Agency are listed in Paragraph 2.0 (Definitions) in the sequentially numbered Schedules of this Exhibit A for each Participating Agency.

7.1 White Glove Handling

A method of receiving and handling documents that require more attention than regular documents due to their size, age, value, or fragility.

8 RESPONSIBILITIES

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

COUNTY

8.1 Personnel

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

- 8.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 8.1.2** Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 8.1.3** Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).
- 8.1.4** Ensuring compatibility with the software application(s) used by County. Images may be in single or multi-page TIFF files, depending upon the application of the Participating Agency.
- 8.1.5** Querying each Participating Agency's Secure File Transfer Protocol (SFTP) site to ensure that files have been transmitted to County in electronic form, were, in fact, received by County.

8.2 Furnished Items

Except for document imaging preparation services, document pick-up and return, all work shall be done at Contractor's facility. However, if it is necessary for Contractor to perform work at County's facility, County may provide the following to Contractor only when Contractor is on site at the Probation Central Records Facility, District Attorney (DA) Archive Facility, Public Defender (PD) Archive Facility, Alternate Public Defender (APD) Archive Facility:

- Office space with appropriate furniture
- Personal computer system
- Telephone
- Paper supplies
- Photocopier

County will provide to Contractor on a regular basis all reports and records for processing as specified in Paragraph 12 (Performance Requirements Summary) of this SOW. Note that the box size referenced refers to a standard Banker's Box.

- APD, DA, PD, Probation, and other custodial facilities will be responsible for determining which files will be sent to Sheriff's Inmate Reception Center ("IRC"), Probation's Central Records Section, Pretrial Services Bureau, Budget and Fiscal Services, or the APD, DA, PD Archive Facility for pick-up by Contractor.
- APD, DA, PD, Probation, and Sheriff IRC will store all documents/reports for imaging in standard packing boxes.
 - For APD, DA, PD, and Probation, each box will be labeled with name of facility, organization, box number, brief content description, and the number of records/documents contained in the box.
 - For Sheriff IRC, each box will be labeled with archive box number and corresponding bar code.
- For Sheriff IRC, the total number of records in each box will vary between 7500 and 10,000 records. For the DA, total number of case records in each box will vary between 1-30 for Felony Case Files, 1-40 for Juvenile Case Files, and 1-80 for Investigation Case Files. For the APD, total number of case records in each box will vary between 1-30 for Felony Case Files, 45-50 for Misdemeanor Case Files, and 1-50 for Investigation Case Files. For PD, total number of case records in each box will vary between 1-150 for Felony Case Files, 45- 400 for Misdemeanor Case Files, 1-50 Do Not Destroy Case Files, and 1-150 for Juvenile Case Files.
- For Probation, boxed files from Central Records will average about 45 files per box for Adult Probation Files and 10 files per box for Juvenile Probation

Files. Pretrial Services will average about 300 Packets per box, and from Budget and Fiscal Office will average about 45 files per box. Contractor shall note that there may well be subsidiary case files in Probation records; thus, there is a more complex structure of Probation case files. The number of files may differ from the number of cases for that reason.

- DA and Probation will create an index/transmittal sheet of all boxes sent to Contractor for imaging. Such index will identify each record sent for imaging according to the report's Uniform Report Number (URN) or Court Case Number or Investigation Case Number. Sheriff IRC will create a manifest that includes total number of boxes and each archive box number.
- For DA, all boxed records will be delivered to their Commerce Archive Facility. For the PD and the APD, all boxed records will be delivered to their respective archive facilities.
- For the PD, DA, APD, some case file documents may be written in pencil. Similarly, some files may include xerographic copies, or on other than normally legible 8.5" by 11" inch or 8.5" by 14" inch records (e.g., napkins, post it notes, cash register receipts) that are illegible in paper form. If, after scanning and rescanning, a document completed in pencil or other "exception document" as those noted above that is an illegible xerographic copy cannot be effectively imaged, then Contractor shall return such document to County.
- Probation boxes (files/packets) picked up at Pretrial Services' (PTS) location will be returned to the PTS location specified in Pickup and Return Locations for long term archiving.
- Probation boxes (files) picked up at Central Records Section sites will be returned within 14 business days of pickup for quality review and destruction to Central Records location specified in Pickup and Return Locations.
- Probation boxes (files) picked up at Fiscal Services, Financial Services (Adult Restitution File, Juvenile Restitution File, Juvenile Reimbursement File, Probation Accounts Unit) sites will be returned within 14 business days of pickup to the Fiscal Services and Financial Services locations specified in Pickup and Return Locations.

CONTRACTOR

8.3 Contract Manager

- 8.3.1** Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager or designated alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Contract Manager may be reached on a twenty-four (24) hour per day basis.

- 8.3.2** Contract Manager shall act as a central point of contact with the County's Contract Administrator and/or the applicable County's Project Manager.
- 8.3.3** Contract Manager shall have five (5) years of experience.
- 8.3.4** Contract Manager or designated alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager or designated alternate shall be able to effectively communicate, in English, both orally and in writing.

8.4 Personnel

- 8.4.1** Contractor shall assign enough employees to perform the required work. At least one (1) employee at Contractor's site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 8.4.2** Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract. Contractor is advised that the Background and Security Investigations may take up to or somewhat longer than four (4) weeks, after the employee candidate has been identified by Contractor. Contractor shall ensure that by the first day of employment, all persons with access to the records submitted by the APD, DA, PD, Probation, and Sheriff shall have undergone a background investigation as well as signed a Confidentiality of Criminal Offender Record Information (CORI), Exhibit L of the Contract. The signed Confidentiality of CORI copies shall be forwarded to each Participating Agency within five (5) business days of start of employment.
- 8.4.3** If data is lost by County, due to unforeseen circumstances, Contractor shall provide a copy of the lost data in the format specified by County. Contractor shall be required to maintain a maximum of six (6) months of County data to satisfy this requirement.
- 8.4.4** If a transmittal sheet is not in the box submitted to Contractor, at the request of County, Contractor shall index the box contents and provide a listing to County in the format specified by County.
- 8.4.5** If files are not in the sequence as provided on the transmittal sheet, Contractor shall reorder the files in the sequence as shown on the transmittal sheet.
- 8.4.6** If the Banker's box that was submitted by County was damaged or not in the condition which was originally submitted to Contractor, Contractor shall replace the box with a standard Banker's box.

8.5 Uniforms/Identification Badges

- 8.5.1** Contractor employees assigned to pick up documents and records from County facilities shall always wear an appropriate uniform. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by County's Contract Administrator, or designee, will be provided by and at Contractor's expense.
- 8.5.2** Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.
- 8.5.3** Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall always be displayed on each employee's person when they are on County designated sites.

8.6 Material and Equipment

- 8.6.1** 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.

8.7 Training

- 8.7.1** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 8.7.2** All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 8.7.3** All employees shall be trained in the secure and confidential handling of County documents.

8.8 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 p.m., Monday through Friday, by at least one (1) employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

9 WORK SCHEDULES

Contractor shall submit for review and approval a work schedule for each facility to the County Contract Administrator within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going 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 five (5) working days prior to scheduled time for work.

10 SPECIFIC WORK REQUIREMENTS

Contractor shall provide the Document Imaging Services and other related work as specified in this Paragraph 10 below.

10.1 Document Pickup and Returns

Contractor's Contract Manager and County's Contract Administrator, working with each Participating Agency, shall develop a document pickup and return schedule for each Participating Agency. County's staff will call Contractor prior to the scheduled pick-up if there are no boxes ready for pickup. In the event of unusually high volume, County will call Contractor and give the number of boxes to allow Contractor to determine which vehicle will be required.

County will provide Contractor with records/documents that are stored in adequately marked boxes. Contractor shall pick-up these boxes from Locations specified in Pickup and Return Locations.

Upon arrival with new boxes from County facilities, Contractor shall check each box against the index/transmittal sheet prepared by County personnel, if such document was prepared, to confirm they are the correct boxes. These boxes shall be stored in a secure area until Contractor's employees can prepare the document for imaging.

Contractor shall be required to digitally image documents contained within a file in the same sequence as originally received. Contractor shall also return to County documents within a file in the same sequence as originally received.

The resulting electronic images and their indices shall be in an Oracle, Microsoft Structured Query Language (MS SQL), or another Microsoft Open Database Connectivity (ODBC) compatible format in an online-based repository.

10.2 Specific Work Requirements by Participating Agency

Contractor's other specific work requirements relating to each Participating Agency are listed in Paragraph 3.0 (Specific Work Requirements) in the sequentially numbered Schedule of this Exhibit A for each Participating Agency.

11 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

12 PERFORMANCE REQUIREMENTS SUMMARY

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

- References sections of the contract
- Lists required services
- Indicates method of monitoring
- Indicates the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

13 OPTIONAL SERVICES

County may from time to time, during the term of the Contract, submit to Contractor documented requests for Optional Services not included in the Contractor’s fees for Services until the Statement of Work using Pool Dollars. In response to such request, Contractor shall submit to County for approval a Proposed Work Order for such Optional Services and a not-to-exceed Maximum Fixed Price, if applicable. County and Contractor shall agree on the Work Order for tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Price, if applicable, for such Optional Services.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 6.1 - Quarterly Meetings	Contractor's representative to attend quarterly meeting.	Attendance	\$50 per occurrence

PARTICIPATING AGENCIES

Contractor shall perform Document Imaging Services under the Contract for the Agencies, as elected by the County:

1. Alternate Public Defender
2. Chief Executive Office
3. District Attorney
4. Medical Examiner-Coroner
5. Probation
6. Public Defender
7. Sheriff

PICKUP AND RETURN LOCATIONS

Contractor shall use the following locations to perform pickup and returns pursuant to the Contract:

1. Alternate Public Defender Locations

210 W. Temple Street, Suite 18-709
Los Angeles, CA 90012

2. Chief Executive Office Locations

500 W. Temple Street
Los Angeles, CA 90012

320 W. Temple Street
Los Angeles, CA 90012

222 S. Hill Street
Los Angeles, CA 90012

3. District Attorney Locations

13815 S. Carmenita Road
Santa Fe Springs, CA 90670

4. Medical Examiner-Coroner Locations

1104 N. Mission Road
Los Angeles, CA 90033

5. Probation Locations

Central Records
12021 Wilmington Avenue
Los Angeles, CA 90011

Pretrial Services' (PTS)

PTS Ferguson (PWPRP)

5555 Ferguson Drive, Room 124

Commerce, CA 90022

Fiscal Services

(Pickup Location)

9150 East Imperial Hwy

Room P-73

Downey, CA 90242

Financial Services - Adult Restitution File (ARF)

(Pickup Location)

9150 East Imperial Hwy

Room P-73

Downey, CA 90242

(Dropoff Location)

11701 Alameda Street

2nd Floor Room 3230

Lynwood, CA 90262

Financial Services - Juvenile Restitution File (JRF) & Juvenile Reimbursement File (JRB)

(Pickup and Dropoff Location)

11701 Alameda Street

2nd Floor Room 3230

Lynwood, CA 90262

Financial Services - Probation Accounts Unit (PAU)

(Pickup and Dropoff Location)

9250 East Imperial Hwy

Room P-73

Downey, CA 90242

6. Public Defender Locations

Procurement/Warehouse

7281 East Quill Drive, Suite A-8

Downey, CA 90242

7. Sheriff Locations

Inmate Reception Center (IRC)

420 S. Bauchet Street

Los Angeles, CA 90012

Pay, Leaves, and Records Units (PLR)

211 West Temple Street, 5th Floor and Basement

Los Angeles, CA 90012

ALTERNATE PUBLIC DEFENDER AND PUBLIC DEFENDER

1.0 BACKGROUND

The APD and PD are required to maintain case files for the lifetimes of its clients. Since there is no viable method of determining those periods, the APD and PD do not destroy any physical records. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. To address the problem of warehousing millions of paper case files, PD has implemented an electronic document management system and APD is implementing an electronic document management system.

2.0 DEFINITIONS

Felony Case File (FCF)

This file consists of documents related to the defense of a defendant charged with a felony as defined by statute. Documents include: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the DA, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/ Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every PD Case File Jacket Package consists of a set of four (4) primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

Misdemeanor Case File (MCF)

This file consists of documents related to the defense of a defendant charged with a misdemeanor as defined by statute. Documents include: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the DA or

various city prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every PD Case File Jacket Package consists of a set of four (4) primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

Juvenile Case File (JCF)

This file consists of documents related to the defense of a juvenile offender charged with a misdemeanor or felony as defined by statute. Documents include: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the DA, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs, and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Every APD Case File Package consists of a set of four (4) primary fields: Defendant(s) First Name, Middle Name, Last Name, and Court Case Number.

Investigation Case File (ICF)

This file contains documents related to investigations conducted by the Public Defender's Investigation's staff. Documents include Investigation Requests, Interview Reports, Evidentiary Documentation, Case Notes, Investigation Reports, photographs, and miscellaneous correspondence. Every PD Investigation File Jacket Package consists of a set of five (5) primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date reopened.

Loose Papers (LSP)

These consist of miscellaneous documents that may be part of the case file but were found or maintained separately from the main file.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 APD Documents

APD documents to be imaged consist of several types of records, which include the following:

- *Felony Case File (FCF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Misdemeanor Case File (MCF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Juvenile Case File (JCF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Investigation Case File (ICF)* consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. Contractor shall separate these items from the Felony, Misdemeanor, Juvenile, and Investigation Case Files and return them to the APD's Archive Facility on the next scheduled weekly document pick-up and return.

Contractor shall separate all photographs from the Felony, Misdemeanor, Juvenile, and Investigation Case Files after the document has been imaged and verified, while Contractor shall store the remaining portions of those records for destruction as instructed by the APD. All photographs will be returned to the APD's Archive Facility on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified.

Contractor shall store all APD non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed, and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into APD's Document Management System, whichever comes later.

Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the provisions of Paragraph 8.40 (Subcontracting) of the base Contract.

3.1.1 APD Document Imaging Preparation

Preparation of documents for imaging will include the following:

- APD will prepare and attach a bar-coded separator for each new case record.
- Within each case record, APD will prepare and insert bar-coded section separators.
- Contractor shall remove paper clips and/or staples.
- Contractor shall arrange papers if necessary.
- Contractor shall repair pages, if torn, bent or otherwise damaged, if necessary.
- Contractor shall straighten pages.
- Contractor shall separate Case File Jackets from documents found in the file.

Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.1.2 Document Imaging and Document Enhancement

Contractor shall image documents contained in the various packages according to the following specifications:

- Documents shall be imaged at a minimum resolution of 200 DPI.
- Image format shall be Bitonal Group IV TIFF.
- Image enhancements shall include but not be limited to edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets.
- Contractor shall index each record according to County's specification.
- Contractor shall verify all scanned images to ensure complete image capture.

- Contractor shall de-skew and rotate images as necessary.
- Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

3.1.3 Indexing of Packages

County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for Document Imaging Services:

- Felony Case File (FCF)
- Misdemeanor Case File (MCF)
- Juvenile Case File (JCF)
- Investigation Case File (ICF)
- Loose Papers (LSP)

Contractor shall create indices for all imaged documents in accordance with the following specifications:

- *Felony, Misdemeanor, and Juvenile Case File* packages shall have a data value placed in the following index fields:
 - Defendant_Last_Name – 20 CHAR
 - Defendant_First_Name – 15 CHAR
 - DA_Case_Number – 8 Numeric
 - Court_Case_Number – 8 CHAR
 - Folder_Type – 3 CHAR (FCF, MCF, JCF)
- *Investigation Case File* packages will contain one or more documents, each of which shall have a data value placed in the following index fields:

- Investigation_File _Number – 13 CHAR
- Investigator_Last_Name – 20 CHAR
- Investigator_First_Name/Initial – 15 CHAR
- Date_Closed – mmddyyyy
- Date_Reopened - mmddyyyy
- Folder_Type – 3 CHAR (ICF)
- *Loose Paper* documents shall have data values placed in the following index fields:
 - Defendant First_Name – 20 CHAR
 - Defendant Last_Name – 15 CHAR
 - DA_Case_Number – 8 Numeric (If folder type =FCF or MCF or JCF)
 - Court_Case_Number – 8 CHAR (If folder type =FCF or MCF or JCF)
 - Investigation_File_Number – 12 CHAR (If folder type = ICF)
 - Folder_Type – 3 CHAR (FCF, MCF, JCF, ICF)

During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

If the APD's staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor may produce an index/transmittal sheet of documents in the box.

Upon completion of the indexing process, including verification, Contractor shall separate returned documents from non-returned documents.

Contractor shall create images and indices according to the following specifications:

- Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.
- Image Document Files shall be created to Bitonal Group IV TIFF Multi-Page standards. Each package (Felony, Misdemeanor, Juvenile, and Investigation Case Files) will

contain one or more documents. Each document will contain one or more pages related as a single entity. For example, a single Felony Case File Package may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

- Contractor shall be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, through the actual convention used may be different.
- Each folder at the folder level will contain indices based upon the folder type.

Contractor shall develop a software database repository of images and indices in a format as specified in Section 3.1.3 (Indexing of Packages) above.

Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.

Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

Contractor shall provide County on-line and/or Internet secured access to the data repository on twenty-four (24) hours a day, seven (7) days a week basis.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.

County shall import the data repository into County's system on a regular basis.

Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.

Contractor shall provide all information, support, and assistance necessary for the importation of the data repository.

3.2 PD Documents

PD documents to be imaged consist of several types of records, which include the following:

- *Felony Case File (FCF)* may or may not consist of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Misdemeanor Case File (MCF)* may or may not consist of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Do Not Destroy Case File (DND CF)* may or may not consist of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- *Juvenile Case File (JCF)* may or may not consist of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

Contractor shall pick up documents and packages for scanning from the PD Archive Facility on Thursdays between 2:00 – 4:00 p.m. weekly.

Case Files may occasionally contain various forms of media and photographs that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, original photographs, Polaroid photographs, photographs printed on 8 1/2" by 11" bond paper, etc. Contractor shall separate these items from the Felony, Misdemeanor, Do Not Destroy and Juvenile Case Files and place items in a PD provided sealable plastic bag, Contractor shall fill out a PD Non-Scannable Inventory Form, make a copy of form, place form in the case file under the title

sheet, place the original form in the sealable plastic bag, and return them to the PD's Archive Facility on the next scheduled weekly document pick-up and return.

Contractor shall store all PD non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed, and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into PD's Document Management System, whichever comes later. If chosen by the PD, Contractor shall return all documents and packages to the PD Archive Facility after scanning, whereby no storage by Contractor is required. When documents and packages are delivered to PD, Contractor shall provide PD with a report of the returned documents and packages.

Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the Subcontracting provisions Paragraph 8.40 (Subcontracting) of the base Contract. If chosen by the PD, Contractor shall provide document shredding services at the PD Archive Facility. PD will contact Contractor so Contractor can arrange for such shredding services.

3.2.1 PD Document Imaging Preparation

Preparation of documents for imaging shall include the following:

- PD will prepare and attach a QR Code separator for each new case record.
- Contractor shall straighten pages.
- Contractor shall separate Case File Jackets from documents found in the file.
- Contractor shall not scan Do Not Destroy Case File Jackets; therefore, the jacket should not be cut in half. County will make copies of Do Not Destroy Case File Jackets and place them inside file for scanning.
- All photographs in Felony, Misdemeanor, Do Not Destroy, and Juvenile Case Files that are not classified as Non-Scannable Items shall be scanned in Color format.
- If any problems with case files are encountered such as missing title sheets, box inventory report not reflective of actual case files in box, or a mix of Do Not Destroy

Case Files and any other type of Case Files, Contractor shall place case file in the front of box, provide County with a report of such problems, and return box to the PD's Archive Facility on the next scheduled weekly document pick-up and return.

Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.2.2 Document Imaging and Document Enhancement

Contractor shall image documents contained in the various packages according to the following specifications:

- Documents shall be imaged at a minimum resolution of 200 DPI.
- Image format shall be Bitonal Group IV TIFF, except for those documents that contain thumb prints or that contain content other than text. Such documents will be scanned as TrueColor TIFF images withjpeg compression. Final output file shall be in multi-page TIFF, incorporating all Bitonal and color images.
- Image enhancements shall include edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets except for Do Not Destroy Case File Jackets.
- Contractor shall index each record according to County's specifications.
- Contractor shall verify all scanned images to ensure complete image capture.
- Contractor shall de-skew and rotate images as necessary.
- Contractor shall verify all index information to ensure accurate retrieval of the imaged data.

- Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

3.2.3 Indexing of Packages

County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for document imaging services:

- Felony Case File (FCF)
- Misdemeanor Case File (MCF)
- Do Not Destroy Case File (DNDCF)
- Juvenile Case File (JCF)

Contractor shall create indices for all imaged documents in accordance with the following specifications:

- FCF, MCF, and DNDCF packages shall have each case in a separate XML file:

```
<Cases>
```

```
  <Case>
```

```
    <CCMS_DEF_FNAME>JOHN</CCMS_DEF_FNAME>
```

```
    <CCMS_DEF_LNAME>DOE</CCMS_DEF_LNAME>
```

```
    <ScannedDate>01/01/2021</ScannedDate>
```

```
    <CCMS_Case_Nbr>LAXSA12345601</CCMS_Case_Nbr>
```

```
    <CCMS_Box_Nbr>123</CCMS_Box_Nbr>
```

```
  <Documents>
```

```
    <Document>
```

```
      <DocumentCategory>Category001</DocumentCategory>
```

```
      <path>0001.pdf</path>
```

```
    </Document>
```

```
    <Document>
```

```
      <DocumentCategory>Category002</DocumentCategory>
```

<path>0002.pdf</path>

</Document>

<Document>

<DocumentCategory>Category003</DocumentCategory>

<path>0003.pdf</path>

</Document>

<Document>

<DocumentCategory>Category004</DocumentCategory>

<path>0004.pdf</path>

</Document>

</Documents>

</Case>

</Cases>

- JCF packages shall have each case in a separate XML File:

<Cases>

<Case>

<CCMS_DEF_FNAME>JOHN</CCMS_DEF_FNAME>

<CCMS_DEF_LNAME>DOE</CCMS_DEF_LNAME>

<ScannedDate>01/01/2021</ScannedDate>

<CCMS_Case_Nbr>LAXSA12345601</CCMS_Case_Nbr>

<CCMS_Box_Nbr>123</CCMS_Box_Nbr>

<CCMS_PETITION_DATE>01/01/2021</ CCMS_PETITION_DATE >

<CCMS_PETITION_SEQUENCE>C</CCMS_PETITION_SEQUENCE >

<TotalCasePages>40</ TotalCasePages >

<Documents>

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<Document>  
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<path>0001.pdf</path>  
<nbOfPages>10</nbOfPages>  
</Document>
```

```
<Document>  
<DocumentCategory>Category002</DocumentCategory>  
<path>0002.pdf</path>  
<nbOfPages>10</nbOfPages>  
</Document>
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```
<Document>  
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<nbOfPages>10</nbOfPages>  
</Document>
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```
<Document>  
<DocumentCategory>Category004</DocumentCategory>  
<path>0004.pdf</path>  
<nbOfPages>10</nbOfPages>  
</Document>
```

```
</Documents>
```

</Case>

</Cases>

During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

Upon completion of the indexing process, including verification, Contractor shall separate returned documents from non-returned documents. If County requires all documents returned, Contractor shall prepare a report of documents to be given to County upon delivery.

Contractor shall create images and indices according to the following specifications:

- Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.
- Image Document Files shall be created to Bitonal Group IV TIFF Multi-Page standards. Each package (Felony, Misdemeanor, Do Not Destroy and Juvenile Case Files) will contain one or more documents. Each document will contain one or more pages related as a single entity. For example, a single Felony Case File Package may contain multiple documents, and each of those may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.
- Contractor shall be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the "msb" format used by Kofax or another "mass scan batch" file, though the actual convention used may be different.
- Each folder at the folder level will contain indices based upon the folder type.

Contractor shall develop a software database repository of images and indices in a format as specified in Section 3.2.3 (Indexing of Packages) above.

Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.

Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

Contractor shall provide County on-line and/or Internet secured access to the data repository on twenty-four (24) hours a day, seven (7) days a week basis.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.

County shall import the data repository into County's system on a regular basis.

Contractor will provide County with an image count report upon delivery of images to the data repository.

County will provide a report to Contractor authorizing the delivery of scanned documents and packages once the importing of data has been successful if Contractor is not storing such documents and packages.

Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.

Contractor shall provide all information, support, and assistance necessary for the importation of the data repository.

If County has an emergent file scanning request, County shall email, telephone, and provide Contractor with file by 3:30 p.m. Contractor shall scan file and import data into County's data repository by the following day.

SCHEDULE 2 – CHIEF EXECUTIVE OFFICE

1.0 BACKGROUND

The CEO is responsible for operational oversight of all County Departments. The CEO maintains records on all contracts and County property locations and information within the County. To prepare for the CEO's systems modernization it is timely that the CEO digitize all related management files and store the resulting electronic documents in the CEO's document management system ("DMS") or in a secure "cloud based" solution.

2.0 DEFINITIONS

A CEO File is a physical collection of CEO records, contracts, property information or other documents relating to specific CEO functions. A CEO file may consist of stapled packets of documents pertaining to project, property, contracts, or other related management activities. Additional pages that are not 8.5" x 11" may also be included in the files (such as large format pages.)

CEO Property Records (for all County Properties)

Specific document types include CEO records, land, accounting and finance reports, agreements, contracts, solicitation records, and management services related records.

CEO Planning and Development Records

Records will include land deeds, leases and agreements, new construction scopes and design work, construction documents, construction records/diagrams, and historical reference data.

Contract Records

Records will include contracts, agreements and amendments, memoranda of understanding, land deeds, leases, and agreements.

Grant Awards

Document types include letters, memos, awards, and records documenting the disbursement of funds to grant recipients.

Invoices and Other File Types

Invoices and other file types not specifically mentioned but may be designated by CEO later.

3.0 SPECIFIC WORK REQUIREMENTS

3.0.1 Assumptions

CEO preparation of documents for imaging will include the following:

- CEO will prepare source materials for conversion prior to pick-up by Contractor.
- CEO will securely place CEO Files into CEO provided boxes.
- CEO will print a box-level manifest for each box listing the contents by CEO Identification Number.
- CEO will place a Contractor-provided unique box label on the outside of the box.
- CEO will generate an electronic box-level manifest listing each Identification Number contained within a box.
- CEO will stage the prepared boxes in an area prior to pick-up by Contractor.

Contractor shall provide transportation services from the CEO's pick-up location to the Contractor's conversion facility. Upon arrival at the CEO location, Contractor shall review boxes prepared by CEO and confirm that each box contains a printed manifest. Contractor shall also verify that the Box ID listed on the manifest matches the Box ID printed on the box label. If there are any discrepancies, Contractor shall work with CEO to resolve any issues to ensure chain-of-custody integrity is maintained. A shipping manifest listing all Box IDs will be signed by both CEO and Contractor. The transportation schedule and associated source material volumes will be mutually agreed upon by CEO and Contractor.

Contractor shall set up workflow for its imaging platform at Contractor's facility.

3.0.2 Document Imaging Preparation

The method for imaging will be determined by CEO and mutually agreed upon by Contractor.

Contractor preparation of documents for imaging shall include:

- Inserting separator between each new record.
- Inserting separator to identify documents that require color scanning.
- Identify large-format images contained in the file and place them in rear of file with separator pages so that they are separated from the rest of 8.5" by 11" inch pages in

the file.

- Removing paper clips, staples, and/or post-it notes.
- Repairing any pages torn, bent, or otherwise damaged, if necessary.
- Straightening pages.
- Affix damaged documents or correspondence that are less than 8.5" by 5" inch onto 8.5" by 11" inch sheet of white paper.

Contractor shall not in any way modify, delete, insert, alter, transform, and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.0.3 Document Imaging and Document Enhancement

Contractor shall image documents contained within the CEO files, perform preprocessing and quality control steps according to the following specifications before creation of the output:

- Documents shall be imaged at a minimum resolution of 300 DPI.
- Image format shall be bi-tonal Group IV compressed Adobe PDF.
- Image enhancements shall include edging, separator sheet removal, overlapping page detection and correction, de-skewing, and de-speckling. All images shall be clear and readable.
- Both side of all documents shall be imaged.
- Contractor shall automatically delete blank back-side pages based upon a mutually agreed upon image size threshold. If an image's size is less than the size threshold, then the image shall be automatically deleted. Images greater than the file size threshold shall not be considered.

3.0.4 Indexing

Indices shall be associated with each imaged document in accordance with the following specifications:

- CEO Identification Number (10 characters)

During the indexing process, Contractor shall verify each page to ensure good quality images are captured. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning are for processing.

- Not all documents will require indices. CEO will determine which document types require indices and include the appropriate information in the manifest.

3.0.5 Exception Reporting

Contractor shall prepare exception reports for documents that are in such poor condition that they cannot be scanned. Contractor's quality control section shall review imaged documents to ensure accuracy prior to transmission of images to County.

3.0.6 Integration with DMS

Imaged documents will be integrated into the CEO's Document Management System (DMS) or into Contractor's secure cloud-based document management system. Contractor shall create images and indices in a format that may be imported into the CEO's DMS or BoxOffice. CEO reserves the right to make enhancements for best integration with the DMS without impact to schedule and pricing.

Imaged documents and associated index information created for CEO shall be placed on Contractor's secured server accessible by Secure File Transfer Protocol ("SFTP"). The target SFTP system will contain one (1) or more image document(s) and a single index file. Each document image file that is created must have an entry inserted into the index text file. This file shall contain a single line of index values for each document image file created by Contractor and placed on the target SFTP system. The index value should be a fixed length and separated by a delimiting character, such as a "PIPE" (|).

3.0.7 Output format

The output file format is to be determined and to be included in the final specification for the file output format by CEO.

Image document files should be created in bi-tonal or color multi-page Adobe PDF files by document. CEO Files may contain one or more documents. Each document may contain one or more pages related as a single entity. For example, a CEO property file may contain multiple documents, each of which may contain multiple pages. A single document entity (one or more

pages) will represent a single image file on the target SFTP system and a single entry in the index file.

3.0.8 Acknowledgement/Reconciliation Process

CEO will download images and index files from the Contractor's secured server accessible by SFTP. Upon successful transfer, CEO will return an acknowledgement. File and upload to the target SFTP system. CEO will provide approval of delivered images and index files within fifteen (15) business days from the time that the data is made available to the CEO. Contractor shall utilize the acknowledgement to reconcile the successful transfer of data.

Contractor shall provide all information, support, and assistance necessary for the transfer of images and index files from the target SFTP system.

Upon completion of scanning, Contractor shall temporarily store the physical files for up to 30 days and then return to a location specified by the CEO. The return location will either be at a centralized location in the City of Los Angeles or at a CEO office located within Los Angeles County. At the County's specific request, documents that have been imaged may be destroyed.

3.0.9 Document Retrieval Requirements

Upon CEO request, Contractor shall pull, scan, and electronically deliver via email as many as ten (10) specified files per day at no cost. These files if requested by 2:00 p.m., shall be provided on the same business day; if after 2 p.m., they shall be sent by noon on the next business day.

3.0.10 Non-Scannable Items (Out Sorts)

Any documents that cannot be scanned by the Contractor shall be collected, boxed, and returned to the County on an ongoing basis. Contractor shall include a manifest identifying the box and file each document originated from.

3.0.11 Document Destruction

Upon completion of scanning, Contractor shall temporarily store physical files for up to 30 days and then return to a location specified by the CEO.

Boxes identified for destruction shall be stored for up to 30 days before being destroyed.

3.0.12 Optical Character Recognition (OCR)

Images delivered to CEO shall be full-text, searchable PDF, meaning that during imaging, in addition to capturing a digital pixelated image of the source document page, the Contractor

shall also run an OCR scan of the image to capture all machine-print text within the page-image, thus rendering the PDF as a text-searchable PDF image format. The accuracy of the OCR scan in capturing text is not warranted to be 100% accurate and is dependent upon many variables; ranging from types of machine-print fonts used in the page image, to what generation copy the original page image is, to condition and wear of the original page image.

SCHEDULE 3 -DISTRICT ATTORNEY

1.0 BACKGROUND

The DA is required to maintain case files for specific periods depending on the case type. Felony case files must be retained for twenty-five (25) years. Life-term case files and Juvenile case files must be retained indefinitely. The various documents that make up these case files are in hard copy format and are maintained in various locations throughout the County. To meet retention requirements and address the problem of warehousing millions of paper case files, the DA has implemented an electronic document management system.

2.0 DEFINITIONS

Felony Case File (FCF)

This file consists of documents related to the prosecution of a defendant charged with a felony as defined by statute. Documents include: Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, DA Documents (Police Data Worksheet, Charge Evaluation Worksheet, DDA Fact Summary, Chronology, Case Declination and Referral, Pleading Instructions, Jury Selection Documents, Subpoenas, Witness List, Disposition Report), Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Report, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Reports), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type and color. Each Felony Case File Jacket Package consists of a set of three to four primary fields: Defendant(s) First Name, Last Name, DA Case Number, and /or Court Case Number. Special handling of cases such as Life, Life Without Parole, High Profile, Death Penalty and Open Warrants shall be returned to the originating location upon completion of scanning.

Juvenile Case File (JCF)

This file consists of documents related to the defense of a minor charged with a misdemeanor or felony as defined by statute. Documents include Court documents (Complaint, Information, Petition, Supplemental Petition, Pleas and Waiver forms, Arrest/Bench Warrants), police reports, documents which may have been received by way of discovery from the DA or various

city prosecutors, Jury Selection Documents, Subpoenas, Motions, Priors (Rap Sheet, Department of Corrections Packet), Discovery Documents, Transcripts, Search Warrants/Wiretap Documents, Probation Reports, Probation Violation Worksheet, Criminal fingerprint card, photographs, Scientific Reports (Autopsy, DNA, Ballistics, Fingerprints, other Lab Report), Medical/Psychiatric Reports, Asset Forfeiture Notice, Media Reports, photographs and miscellaneous correspondence. The documents are of varying sizes, paper type, and color. Every PD Case File Package consists of a set of five (5) primary fields: Defendant(s) First Name, Last Name, DA Case Number and/or Court Case Number.

Investigation Case File (ICF)

This file contains documents related to criminal investigations conducted by the DA's Bureau of Investigation. Documents include Interview Reports, Arrest Documents, Evidentiary Documentation, Case Notes, Investigation Reports, photographs, and miscellaneous correspondence. Every DA Investigation File Jacket Package consists of a set of five (5) primary fields: File Number, Investigator Last Name, First Name or Initial, Date Closed and Date Reopened.

Loose Papers (LSP)

These consist of miscellaneous documents that may be part of booking or case files or incident packages but were found or maintained separately from the main file. Contractor shall scan miscellaneous documents into existing case files.

3.0 SPECIFIC WORK REQUIREMENTS

DA documents to be imaged consist of several types of records, which include the following:

- Felony Case File (FCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- Juvenile Case File (JCF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.
- Investigation Case File (ICF) consists of a file folder containing single and/or double-sided paper, forms, cards, and photographs of varying sizes, type of paper and color.

Case Files may occasionally contain various forms of media that are not appropriate for imaging, i.e., audio tapes, CDs, sealed envelopes, etc. Contractor must separate these items from the Felony, Juvenile, and Investigation Case Files and return them to the DA's Archive

Facility on the next scheduled weekly document pick-up and return. Items must be identified specifically as to the case folder to which they belong, and all returns must be accompanied by a log sheet of returned items.

Contractor shall separate all photographs from the Felony, Juvenile, and Investigation Case Files after the document has been imaged and verified, while Contractor will store the remaining portions of those records for destruction as instructed by the DA. All photographs will be returned to the DA's Archive Facility on the next scheduled weekly document pick-up and return, but only after they have been imaged and verified. Such photographs must be identified as to the case to which they belong to enable the DA to associate the photographs with the case files.

Contractor shall store all DA non-returned documents and packages in a secure facility with limited auditable access, for a period of six (6) months, if images have already been scanned, indexed, and verified, commencing on the date of pick-up from County facilities by Contractor, or until the imaged record is successfully imported into DA's Document Management System, whichever comes later.

Contractor shall deliver all non-returned documents after the required storage to a bonded and licensed Document Shredding Firm for disposal. The Document Shredding firm may be a subcontractor to Contractor. Approval of subcontract with a Document Shredding firm will be subject to the provisions of Paragraph 8.40 (Subcontracting) of the base Contract.

Contractor is required to furnish a listing of all boxes and case numbers which are eligible for destruction monthly and the department will match this listing and furnish contractor with box ids and case numbers to be queued for examination prior to destruction. Upon review and approval of the queued items the department will approve the destruction event schedule and contractor will proceed. Items held or failing review will delay the destruction until resolved by department and contractor.

Contractor shall contact County's Project Manager immediately in the event of damage to any case file.

3.0.1 DA Document Imaging Preparation

The DA's current total monthly average workload totals about 1.5 million pages. Due to minimal staff from January through June the average workload totals shall be reduced to about 1.2 million pages. The workload breakdown is as follows:

Document Report	Avg. No. Boxes/Month	Avg. No. Packages / Box	Avg. No. Pages / Packages Avg. No. Images
Felony Case File	1,220/1000	30	41
Juvenile Case File	*	40	30
Investigation Case File	*	80	15
Loose Papers	**	1	1,200

* The DA plans to image Felony Case Files as a priority. Juvenile and Investigation Case Files may be imaged once all the priority files have been processed.

** Boxes containing loose papers will be forwarded for imaging on an infrequent, as-needed basis.

Preparation of documents for imaging shall include the following:

- Inserting separator for each new case record.
- Removing paper clips and/or staples.
- Arranging papers if necessary.
- Repairing pages if torn, bent or otherwise damaged, if necessary.
- Straightening pages.
- Separating Case File Jackets from documents found in the file.

Contractor shall prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil. Contractor's quality control section shall review imaged documents to ensure accuracy prior to transmission of images to County.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.0.2 Document Imaging and Document Enhancement

Contractor shall image documents contained in the various packages according to the following specifications:

- Documents shall be imaged at a minimum resolution of 200 DPI.
- Image format shall be Bitonal Group IV TIFF.

- Image enhancements shall include but not be limited to edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- Both sides of documents shall be imaged, excluding blank pages. Contractor shall image the front, insides and back of all Case File Jackets.
- Contractor shall index each record according to County's specifications.
- Contractor shall verify all scanned images to ensure complete image capture.
- Contractor shall de-skew and rotate images as necessary.
- Contractor shall verify all index information to ensure accurate retrieval of the imaged data.
- Contractor's Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

3.0.3 Indexing of Packages

County will provide Contractor with the following package types and other packages, as needed that are designated by the applicable County's Project Manager for document imaging services:

- Felony Case File (FCF)
- Juvenile Case File (JCF)
- Investigation Case File (ICF)
- Loose Papers (LSP)

Contractor shall create indices for all imaged documents in accordance with the following specifications:

- Felony and Juvenile Case File packages shall have a data value placed in the following index fields:
 - Defendant_Last_Name – 20 CHAR
 - Defendant_First_Name – 15 CHAR
 - DA_Case_Number – 8 Numeric
 - Court_Case_Number – 8 CHAR
 - Folder_Type – 3 CHAR (FCF, JCF)

- Investigation Case File packages will contain one or more documents, each of which shall have a data value placed in the following index fields:
 - Investigation_File_Number – 12 CHAR
 - Investigator_Last_Name – 20 CHAR
 - Investigator_First_Name/Initial – 15 CHAR
 - Date_Closed – mmddyyyy
 - Date_Reopened – mmddyyyy
 - Folder_Type – 3 CHAR (ICF)
- Loose Paper documents shall have data values placed in the following index fields:
 - Defendant First_Name – 20 CHAR
 - Defendant Last_Name – 15 CHAR
 - DA_Case_Number – 8 Numeric (If folder type = FCF or JCF)
 - Court_Case_Number – 8 CHAR (If folder type = FCF or JCF)
 - Investigation_File_Number – 12 CHAR (If folder type = ICF)
 - Folder_Type – 3 CHAR (FCF, JCF, ICF)

During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

If the DA's staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor may produce an index/transmittal sheet of documents in the box.

Upon completion of the indexing process, including verification, Contractor will separate returned documents from non-returned documents.

Contractor shall create images and indices according to the following specifications:

- Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. This server must have an internet connection equivalent to T1 or better.
- Image Document Files shall be created to TIFF Group 4 Multi-Page standards. Each package (Felony, Juvenile, and Investigation Case Files) will contain one or more documents. Each document will contain one or more pages related as a single entity. For example, a single Felony Case File Package may contain multiple documents, and

each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor will be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.

- Contractor will be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different.
- Each folder at the folder level will contain indices based upon the folder type.

Contractor shall develop a software database repository of images and indices in a format as specified in Indexing of Packages above.

Contractor shall store this repository of images and indices on a computer server accessible by FTP, which shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents that are not yet available to County due to the importation/ validation process, for the sole purpose of meeting public document requests.

Contractor shall be solely responsible for all hardware, software, and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, any equipment and/or software upgrades and/or enhancements and backup and recovery.

Contractor shall provide County on-line and/or Internet secured access to the data repository on a twenty-four (24) hour a day, seven (7) days a week basis.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.

County shall import the data repository into County's system on a regular basis.

Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.

Contractor shall provide all information, support, and assistance necessary for the importation of the data repository.

SCHEDULE 4 – MEDICAL EXAMINER-CORONER

1.0 BACKGROUND

The Medical Examiner-Coroner (“ME-C”) is mandated by law “to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual death; 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)

The investigation of an individual death constitutes a ME-C Case. The Public Services Division maintains and stores a physical case folder for each ME-C Case. The various documents that make up these case folders are in hard copy format. To address the problem of warehousing many paper case files, the ME-C is implementing an electronic document management system.

2.0 DEFINITIONS

Automatic Blank Page Deletion

An automated process utilized to delete a back side of pages that are blank based upon a predetermined image size threshold. For example, images that are less than 2000 bytes will be automatically deleted from the collection of images representing a file.

Business Requirements Document (“BRD”)

A document developed during the initial project implementation phase that provide specific details regarding the configuration of the proposed technical, business, and service solutions. The mutual acceptance of this document is required before starting the development/configuration efforts to support the project.

Bulk Import and Auto-Filing Utility

ME-C’s Microsoft Windows-based import utility used to ingest images and associated metadata from Contractor and load into the Documentum document management system.

Canofile

A Microsoft Windows-based document management application that provides search and retrieval functionality for image-based documents.

Case File

Physical file folder containing a collection of documents pertaining to a specific case number.

Case File Number

A unique number assigned to each case file. This number references a year and a 5-digit number (examples, 2005-00195 and 91-00628).

Document

A collection of pages or images for a specific document type.

Documentum

The County's enterprise-wide document management system.

Duplex Page

A physical page that contains information on the front and back sides.

Image

The digital representation of a single side of one sheet of paper.

Magneto Optical ("MO")

Refers to a type of physical storage media that uses optical technology to write and read data.

Page

One side of an 8.5" by 11" inch piece of paper.

Adobe Portable Document Format ("PDF")

Is an open standard for electronic document exchange.

Project Implementation

The process both parties undertake, including User Acceptance Testing, to initiate the services outlined in this SOW, which upon completion commences Production.

Secure File Transfer Protocol ("SFTP")

The method in which converted images and data will be securely transferred from Contractor to ME-C.

Unscannable Media

Items that may be contained within a case file that will not be scanned. Items include tapes, cassettes, and other physical items that cannot be scanned on a standard document scanner. ME-C will remove such items from each case file prior to conversion.

3.0 SPECIFIC WORK REQUIREMENTS

Case File Conversion from Paper (1991-Later)

Contractor shall provide services including courier services, paper conversion, folder-level indexing, PDF output creation, delivery of images and associated metadata via Secure File Transfer Protocol ("SFTP"), and certified document destruction if needed. Document

conversion and indexing services include the transportation of prepared files from the ME-C's pickup locations to the Contractor's conversion location. Documents received shall be validated, scanned, indexed, quality checked, and delivered via Contractor provided SFTP solution. Documents shall be stored for up to 30 days to providing certified destruction services for completed files.

Canofile MO Platter Conversion

Contractor shall extract images and associated index metadata stored on the ME-C's Canofile magneto optical disc media ranging from years 1991 through 1997. Contractor shall create multi-page Adobe PDF files for each document contained on the media along with an associated index metadata file. The Adobe PDF files, and associated metadata shall be delivered to the ME-C via Contractor provided SFTP solution for ingestion into their internal document management system and the physical MO platters will be returned.

3.0.1 County Responsibilities

ME-C will provide the necessary boxes, labels, and documentation to support the transportation of files from the ME-C's pick-up locations to the Contractor's conversion facility. ME-C will prepare each case file prior to pick up by Contractor by performing the following:

- Removal of documents that do not require scanning. This includes duplicate documents, unnecessary documents, toe tags, and unscannable media.
- ME-C will securely pack files in standard document boxes.
- ME-C will generate a manifest for each box that contains the Case Numbers within the box.

ME-C will place boxes in a staging area for pickup by Contractor.

3.0.2 Contractor Responsibilities – Case File Conversion from Paper

Transportation

Contractor shall provide secure transportation for the pickup of files from the ME-C's pickup locations.

Contractor shall return any materials as specified in the BRD to the ME-C's return location.

Case File Receipt

Contractor shall log the following for pickup or delivery, and may add additional values at their discretion:

- Courier/Driver Identification.
- Time picked up.
- Number of boxes picked up.
- Shipped Date/Time.
- Receipt Date/Time.
- Contractor Recipient Identification.

Case File Preparation for Scanning

Contractor shall ensure that the physical handling of the documents does not jeopardize the integrity of the case file and ensure all information presented is able to be imaged.

Documents shall be prepared as needed to ensure best possible scanning results. Repairs and action may include:

- Tears taped.
- Small documents taped to larger, homogeneous sheets.
- Staples and paper clips removed. Removal of staples should not affect the integrity of the document.
- Creases pressed out.
- Damaged documents photocopied.

Document Scanning

Contractor shall ensure document scanning does not jeopardize the integrity of the documents and the handling of the document images by the ME-C.

All paper documents shall be scanned at a resolution of 200 dots per inch, in black and white image format.

All documents shall be scanned in duplex format.

Re-Scans

If the image is of poor image quality, has pages that failed to be scanned, or is otherwise corrupted. Contractor shall re-scan.

The ME-C may also request rescans for special circumstances.

Document Disposition

Upon completion of successful scanning, all scanned documents shall be held at the Contractor conversion facility for a period of 30 calendar days.

After the 30 days, Contractor shall destroy the documents.

Contractor shall obtain ME-C approval from designated and authorized point of contact to providing certified document destruction services for converted case files.

The ME-C provided boxes shall be recycled and returned to the ME-C for reuse.

Image Processing

Contractor shall perform the following image preprocessing and quality control steps prior to creation of output:

- Despeckle.
- Deskew.
- Blank page removal. Contractor shall automatically blank back-side pages based upon a mutually agreed upon image size threshold. If an image's file size is equal to or less than the file size threshold, then the image shall be automatically deleted. Images greater than the file size threshold shall not be considered blank.
- Separator sheet removal if necessary.
- Overlapping pages detection.

Data Capture

Contractor shall capture the following fields for each case file.

Case Number, 9-digit value containing the 4-digit year (CCYY) and 5-digit sequential number with leading zeros (99999). If the Case Number year does not contain the century value, the Contractor shall key it. For example, if a case from 1991 is numbered 91-00628, then Contractor shall capture 1991-00628 as the Case Number.

- Decedent's Name (First, Last, and Middle Initial)
- Date of Death
- Report Date

Indexing Method

- For Case Files created in 1991 or later, Contractor shall manually capture the unique Case Number.
- Contractor shall utilize an ME-C provided database to automatically capture the Decedent's Name, Date of Birth, and Report Date.

ME-C Provided Database

The ME-C will provide a database for all Case Files created in 1991 or later.

The database will contain the Case Number, Decedent's Name, Date of Birth, and Report Date.

The ME-C will provide the database to Contractor prior to conversion.

Output

Contractor shall provide a multi-page bitonal PDF document for each Case File.

The PDF will be named with the Case Number, e.g., 1991-00628.pdf.

Contractor shall provide an American Standard Code for Information Interchange ("ASCII") delimited file containing the associated metadata including the PDF File Name, Case Number, Decedent's Name, Data of Death, and Report Date for each Case File delivered.

Delivery of Images and Data

Contractor shall upload completed PDFs and associated data to a Contractor furnished SFTP server.

Contractor shall provide the ME-C with the required information to access the SFTP server.

The ME-C will be responsible for downloading the images and data within 30 days from the time the data is made available by Contractor.

Quality Review

Contractor shall pull sample files for ME-C to perform paper-to-image validation. The process and sample size will be specified in the BRD.

3.0.3 Contractor Responsibilities – Canofile MO Platter Conversion

Canofile Media

Canofile data will be provided by the ME-C on magneto optical discs and assumes that Contractor will be provided one of two existing copies.

The input for the conversion will contain images and index data in Canofile proprietary format stored on Canofile proprietary optical media, together with index data in the underlying Canofile database.

The output from the conversion shall be multipage PDF files with an ASCII delimited file containing extracted index values for each document.

Additional output shall consist of full audit reports and processing logs. The reports and logs shall show the disposition of every item found in the original system.

Output

Contractor shall provide a multi-page PDF document for each Case File.

The PDF shall be named with the Case Number, e.g., 1991-00628.pdf.

Contractor shall provide an ASCII delimited file containing the associated metadata including the PDF File Name and other index fields contained on the discs.

Media Disposition. Upon completion of the conversion, Contractor shall return the optical discs to the ME-C.

Delivery of Images and Data

Contractor shall upload completed PDFs and associated data to a Contractor furnished SFTP server.

Contractor shall provide the ME-C with the required information to access the SFTP server.

The ME-C will be responsible for downloading the images and data within 30 days from the time the data is made available by Contractor.

Quality Control

Contractor shall provide full audit reports and processing logs to show total number of items contained on the media and total number of items delivered. The report shall include the disposition of every item found on each disc.

3.0.4 Specific Work Requirements – Contractor

Volume Estimates and Service Level Agreements

Volume Estimates – Contractor shall use the following volume estimates for capacity planning. Contractor shall staff to handle up to 120% of expected daily volumes without modification to Service Levels. Should Contractor receive a daily volume more than 120% of expected averages, Contractor shall inform ME-C and the Parties will determine the revised turn time for that volume.

Material ongoing changes to the assumptions below may cause the pricing for the Services to be modified as mutually agreed upon by both parties.

Description	Case Files Per Year	Total Project Volumes	Source Type	Avg # of Pages per File	Ave # of Images per File	Total Project Pages	Total Project Images
Case Files from 2000 to 2009	10,000	100,000 Files	Paper	40	50	4,000,000	5,000,000

Description	Project Volumes	Source Type	Total Project Images
Canofile Case Files from 1991 to 1998	90 discs	Magneto Optical Discs	3,000,000

Service Levels

Contractor shall provide detailed description of its internal quality control program, including sampling sizes and selection techniques, defect correction and auditing spans of control. The program is not limited to the data capture function but shall cover each function performed in the conversion process including imaging and indexing. Such program shall be administered continuously by Contractor throughout the Term of the SOW. Contractor shall report results to the ME-C monthly, unless otherwise agreed to by the ME-C.

Contractor shall conduct quality reviews on sampling of documents for a given day. Sample results should be reported back to the ME-C. The results shall be detailed at both the field level and the document level.

Quality Service Level

- If desired by the ME-C, quality measurement, for purposes of measuring Contractor's performance against the Service Levels herein, will be performed by the ME-C's designated representatives. The sampling will be taken as the point of data transmission to the ME-C and before any internal editing is performed. The auditing will occur daily with results being communicated to Contractor. The measurement will be computed using the ME-C methodology. The quality program will be mutually developed and documented in the BRD. When complete and provided to Contractor, it shall be incorporated into this SOW by reference.
- 98% field-level accuracy for manually captured fields.
- 99% image quality based on images produced.

Turnaround Time Service Levels

- Turnaround time will be defined in the BRD and will be based upon the volume of files that the ME-C is able to prepare prior to pick-up.
- Contractor shall provide capacity to process up to 14,500 case files per month.

SCHEDULE 5 – PROBATION

1.0 BACKGROUND

Probation is required to maintain Probation and Pretrial Investigation and Supervision case files and related documents that include arrest reports, court reports, assessment records, court orders, Probationer reporting documentation, financial collections files, payment documentation, photographs, forms, and reports, including various handwritten and machine printed documents, for a period dependent on the document type and source. Storage of the Pretrial and Financial Services packet hard copies has been offsite at a Probation Property and Supply facility. The Adult and Juvenile Probation Folders are returned to Probation's Central Records Section for destruction after a Quality and Assurance check.

Since 2006, Probation has implemented the Digital Imaging process, the records and documents are stored electronically in the Probation Enterprise Document Management System ("PEDMS") Archival Library. Electronic storage of the records allows for the automated retrieval of the stored information, which is more efficient and less time consuming than retrieving the data from hard copy reports or microfilm. Probation is imaging the Probation Files, Financial Services Files, and Pretrial Packets.

2.0 DEFINITIONS

Probation File

The Probation File consists of a legal-size file folder containing documents related to the investigation and supervision activities performed by a Deputy Probation Officer while investigating or supervising the defendant/minor.

- Adult Probation File (APF) - This file contains documents that may include: the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer printouts, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick. The index for the imaged file will include the file descriptor for

Adult Probation File (APF), Probation Identifier (X-Number), Last Name, First Name, and Court Case Number.

- Juvenile Probation File (JPF) - This file contains documents that may include: the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer printouts, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. A file may be several inches thick and include a California Youth Authority File. The index for the imaged file will include the file descriptor for Juvenile Probation File (JPF), Probation Identifier (PDJ Number), Juvenile Automated Index Number (JAIN Number), Last Name, First Name, and Court Case Number.

Financial Services File

This file consists of a letter size file folder with fasteners containing information regarding the restitution requirements of a defendant/minor.

- An Adult Restitution File (ARF) may include: the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Adult Restitution File (ARF), Probation Identifier (X-Number), Collection and Accounts Receivable System (CARS) Number, Last Name, First Name, and Court Case Number.
- A Juvenile Restitution File (JRF) may include: the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Juvenile Restitution File (JRF), Centralized Restitution System (CRS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.

- A Juvenile Reimbursement File (JRB) may include: the letter size file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double- sided paper of varying sizes, thickness, finishes, and color. The index for the imaged file will include the file descriptor for Juvenile Reimbursement File (JRB), Collection and Accounts Receivable System (CARS) Number, Probation Identifier (PDJ Number), Last Name, First Name, and Court Case Number.
- A Probationer Accounts File (PAU) may include: the letter size folder itself, financial change forms and other modification requests for financial transactions to probationer's accounts, including memos and back up documentation.

Fiscal Services

- This file may include: the letter size file folder itself, purchase orders, invoices, packing slips, contracts, receipts, payment ledgers, and different type of documents/reports to support Probation's quarterly claims.

Pretrial Packets

- Pretrial Packets (PRP) - These consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages, including, but not limited to, information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. The index for the imaged file will include the file descriptor for Pretrial Packets (PRP), Application Number, Last Name, and First Name.

Integration with PEDMS

Imaged documents will be integrated into the Probation Department's online Probation Enterprise Document Management System ("PEDMS"), which uses Global 360's Empower software.

3.0 SPECIFIC WORK REQUIREMENTS

Probation will provide Contractor with the following documents to be imaged:

- *Pretrial Packets (PRP)* from Pretrial Services Bureau consist of stapled packets of documents pertaining to the pretrial investigation of a defendant. The packet contains uniform 8.5"x11" white bond pages including information and comment sheets, interview records, court reports, investigative reports, criminal history records, and evaluation and assessment forms. Additional pages that are not 8.5" X 11" format may be included in the files.
- Probation's *Financial Services Files* from Budget and Fiscal consist of a file folder with fastener containing information regarding the restitution/ reimbursement requirements of a defendant/minor.
 - *Adult Restitution File (ARF)* may include the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color.
 - *Juvenile Restitution File (JRF)* may include the file folder itself, arrest reports, court reports, court orders, victim and loss lists, letters to victims, financial assessments, financial change reports, comment sheets and related forms, letters, faxes, checks, invoices, and photographs. The documents may be on single or double-sided paper of varying sizes, thickness, finishes, and color.
 - *Juvenile Reimbursement File (JRB)* may include the file folder itself, court orders, Debtor letters, Account setup confirmation sheet, financial statements, pay stubs, tax forms, assessment forms, debtor letters, Chart of Detainment cost, Minor's detainment dates, Minor's court history, financial evaluation notification letters, Personal checks, Accounts Receivable transaction forms, and refund memos. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color.
 - *Probationer Accounts File (PAU)* may include the letter size file folder itself, financial change forms and other modification requests for financial transactions to probationer's accounts, including memos and back up documentation.
- *Adult Probation Files (APF)* from Central Records contain documents that may include, the file folder itself, arrest reports, supervision and investigation court reports, court

orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer printouts, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Adult Probation files may include embedded subsidiary case files. All embedded cases must be captured and appropriately indexed for Probation research.

- *Juvenile Probation Files (JPF)* from Central Records contain documents that may include, the file folder itself, arrest reports, supervision and investigation court reports, court orders, miscellaneous court documents, financial and payment records, assessments, miscellaneous forms, computer printouts, cards, probationer report-in records, miscellaneous handwritten documents, and photographs. The documents may be on single or double-sided paper of varying sizes, thicknesses, finishes, and color. A file may be several inches thick. Juvenile Probation files may include embedded subsidiary case files. All embedded cases must be captured and appropriately indexed for Probation research.

Probation will provide Contractor with the following document to be stored:

- *Fiscal Services Files* from Budget and Fiscal may include the letter size file folder itself, purchase orders, invoices, packing slips, receipts, payment ledgers, and different type of document/reports to support Probation's quarterly claims.

3.0.1 Probation Document Imaging Preparation

The Probation's monthly average workload projected from all Probation sites totals about 450,000 pages. Current estimated workload breaks down as follows:

Document/Folder – File Type	Avg. No. Boxes / Month	Avg. No. Packages / Files Per Box	Avg. No. Pages Per Package / File (Avg. No. Images)
Pretrial Packets – PRP	10	300	6
Adult Probation Files – APF	120	45	40
Juvenile Probation Files – JPF	120	10	100
Adult Restitution Files – ARF	10	35	40

Juvenile Restitution Files – JRF	10	50	30+
Juvenile Reimbursement Files – JRB	5	75	60-120
Probationer Accounts Unit Files – PAU	10	75	5

Contractor shall have an automated system that tracks the location and status of each batch/box within the entire capture through release process. The system shall allow users to check/track their inventory and request files as needed. The system shall allow users to access and run reports against their data.

If requested, Contractor shall produce reports that identify the files currently in their possession as well as files that have already been scanned.

Preparation of documents for imaging shall include the following:

- Insert separator for each new record/file
- Remove fasteners, paper clips and/or staples
- Repair pages if torn, bent or otherwise damaged, if necessary
- Straighten pages
- Prepare exception report for documents that are in such poor condition that they cannot be scanned or those reports that were written in pencil.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.0.2 Document Imaging and Document Enhancement

Contractor shall image documents contained in the various packages according to the following specifications:

- Documents shall be imaged at minimum resolution of 200 DPI.
- Image format shall be Bitonal Group IV TIFF.
- Image enhancements shall include but not be limited to edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- Each electronic file shall support an unlimited number of images. Example: 100 pages equal 100 images that will be converted to one electronic file.

- Both sides of documents and all sides of file folders shall be imaged, excluding blank pages/sides.
- Contractor shall be required to create the image files and associated index files according to a published “msb” (mass scan batch) format used by Kofax for scan batch” file as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. The use of this format results in a standard ASCII batch file and may be comma delimited.

Contractor shall verify all scanned images to ensure complete image capture.

Contractor shall de-skew and rotate images as necessary.

Contractor shall verify all index information to ensure accurate retrieval of the imaged data.

Final Image files must be identified, labeled, and indexed to facilitate location of image.

Contractor’s Contract Manager shall coordinate all pick-up and delivery of source media and converted data.

3.0.3 Indexing of Files and Packets

County will provide Contractor with the following file and packet types:

- Adult Probation Folders (APF)
- Juvenile Probation Folders (JPF)
- Adult Restitution File (ARF)
- Juvenile Restitution File (JRF)
- Juvenile Reimbursement File (JRB)
- Probationer Accounts Unit File (PAU)
- Pretrial Packet (PRP)

Contractor shall create indices for all imaged documents, in accordance with the following specifications:

- Central Records – Adult Probation Folders shall be indexed using:
 - Folder_Type – 3 Char (value = APF)
 - Probation_Identifier – 9 Char (Adult X-Number value= X in first position followed by 8 numeric)
 - Last_Name* - 20 Char
 - First_Name* - 15 Char

- Court_Case_Number – 13 Char
- Central Records – Juvenile Probation Folders shall be indexed using:
 - Folder_Type – 3 Char (value =JPF)
 - Probation_Identifier – 7 Char (Juvenile PDJ Number value= P or 0 (zero) in first position followed by 7 numeric)
 - Juvenile Automated Index Number (JAIN) – 8 Char
 - Last_Name* - 30 Char
 - First_Name* - 30 Char
 - Court_Case_Number – 7 Char
- Pretrial Services Bureau – Pretrial Packets shall be indexed using:
 - Folder_Type – 3 Char (value = PRP)
 - PT_Application_Number - 11 Char
 - Last_Name* - 20 Char
 - First_Name* - 15 Char
- Financial Services - Adult Restitution files shall be indexed using:
 - Folder_Type – 3 Char (value=ARF)
 - Probation_Identifier - 9 Char (Adult X-Number value = X in first position followed by 8 numeric)
 - CARS_TTC_ACCT_Nmbr – 8 Char
 - Last_Name* - 20 Char
 - First_Name* - 15 Char
 - Court_Case_Number – 13 Char
- Financial Services - Juvenile Restitution files shall be indexed using:
 - Folder_Type – 3 Char (value=JRF)
 - CRS_Document_Number - 12 Char
 - Probation_Identifier – 8 Char (Juvenile PDJ Number value = P or 0 (zero) in first position followed by 7 numeric)
 - Last_Name* - 30 Char
 - First_Name* - 30 Char
 - Court_Case_Number – 7 Char

- Financial Services - Juvenile Reimbursement Files shall be indexed using:
 - Folder_Type – 3 Char (value=JRB)
 - CARS_TTC_ACCT_Nmbr – 7 Char
 - Probation_Identifier – 8 Char (Juvenile PDJ Number value = P or 0 (zero) in first position followed by 7 numeric)
 - Last_Name* – 30 Char
 - First_Name* – 30 Char
 - Court_Case_Number – 7 Char
- Financial Services - Probationer Accounts Unit Files shall be indexed using:
 - Folder_Type – 3 Char (value=PAU)
 - CARS_TTC_ACCT_Nmbr – 7 Char
 - Probation_Identifier
 - 9 Char (Adult X-Number value = X in first position followed by 8 numeric) **OR**
 - 8 Char (Juvenile PDJ Number value = P or 0 (zero) in first position followed by 7 numeric)
 - Last_Name* - 30 Char
 - First_Name* - 30 Char
 - Court_Case_Number – 7 Char

* Contractor shall always look on documents to use a person's name. If only a business name is available, Contractor shall index using First and Last Name as on document.

Contractor shall verify all index information to ensure accurate retrieval of the imaged data. During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

If the Probation staff is not able to produce an index/transmittal sheet of all packages sent to Contractor, Contractor shall produce an index/transmittal sheet of documents in the box.

Upon completion of the indexing process, including verification, Contractor shall separate returned documents from non-returned documents.

Contractor shall create images and indices according to the following specifications:

- Imaged documents and associated index information created for County shall be placed on Contractor's secured server accessible by secured FTP. This server must have an

internet connection equivalent to T1 or better located behind a firewall. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications. Contractor shall regularly query the FTP site and ensure that files that have been transmitted by Contractor are received on the Probation FTP site.

- Image Document Files shall be Bitonal Group IV TIFF Multi-Page standards. Each package (Arrest Report, Court Report, Case File, and Financial Collections Files) will contain one or more documents. Each document will contain one or more pages related as a single entity. For example, a single Case File may contain multiple documents, and each of those documents may contain multiple pages. It is not necessary to create one image file per document, but each image file will represent no more than one package/case file. An image file may contain multiple documents if this makes the scanning process more efficient. Contractor shall be required, however, to break large packages into multiple image files to achieve acceptable image retrieval performance.
- Contractor shall be required to create the image files and associated index files according to a published format that can be provided as input to an import utility used by County; the format specifics will be provided to Contractor before work commences. An example is the “msb” format used by Kofax or another “mass scan batch” file, though the actual convention used may be different. This format is used to import data to Probation’s PEDMS document storage library.
- Each folder at the folder level will contain indices based upon the folder type.

Contractor shall develop a software database repository of images and indices in a format as specified in Indexing of Files and Packets above.

Contractor shall store this repository of images and indices on a secured computer server accessible by secure FTP which shall be accessible and importable via on- line and/or on-line Internet secured access to County. The secured server must contain up-to-date anti-virus software as well as up-to-date security patches for its operating system and associated applications.

Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access or self-contained compact disks (CDs) of imaged documents

that are not yet available to County due to the importation/validation process, for the sole purpose of meeting public document requests.

Contractor shall be solely responsible for all hardware, software and related services required for the complete process of creating and maintaining the data repository. These services shall also include software and hardware maintenance including, but not limited to, any equipment and/or software upgrades and/or enhancements and back-up and recovery.

Contractor shall provide County on-line and/or Internet secured access to the data repository on twenty-four (24) hours a day, seven (7) days a week basis.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County.

County shall import the data repository into County's system on a regular basis.

Contractor shall retain the data repository for a minimum of thirty (30) days after County has imported the data repository.

Contractor shall provide all information, support, and assistance necessary for the importation of the data repository into County system. Contractor will validate the sufficiency of the data delivered by FTP to the staging server maintained by County after each transmission session. Contractor will notify Department of incomplete delivery due to technical access issues.

3.0.4 Rescanning Documents

Images that do not meet quality standards are taken out of the regular imaging and scanning queues and placed in the rescanning area.

The original hard copy documents are retrieved from the appropriate box.

The scanners will be adjusted to accommodate the individual documents and scanned.

All rescanned images are verified and returned to the indexing area.

3.0.5 Pick Up and Storage of Boxes (for previously imaged files and packets)

If required, the Contractor, with County coordinating efforts with the vendor currently storing boxes of previously imaged files and packets for Probation Central Records and Probation Budget and Fiscal, shall pick up these boxes and store them in a secure facility with limited auditable access, for a period determined by Probation Central Records and Probation Budget and Fiscal.

SCHEDULE 6 – SHERIFF

1.0 BACKGROUND

The Sheriff maintains various booking and incident reports. The booking and incident reports that originate from the custodial facilities are in hard copy format. With limited space in these facilities, hard copy records and documents cannot be stored and maintained over a long period. Up until 2001, these records and documents were stored on microfilm or microfiche. Since then, the records are being stored electronically in a “TIFF” format. Electronic storage of the records allows for the automated retrieval of the stored information, a method more efficient and less time consuming than retrieving the data from hard copy reports.

The Sheriff’s Personnel Administration Bureau, Pay, Leaves, and Records Unit (PLR) maintains Human Resources (HR) Personnel Files, Time Sheets/Variance Sheets, and Workers’ Compensation (Comp) Claim Files. Beginning in 2011, the physical backlog of HR Personnel Files, Time Sheets/Variance Sheets, and Workers’ Comp Claim Files were scanned and the output images in “TIFF” format were uploaded into a vendor hosted document repository, on behalf of and securely accessible to designated Sheriff’s PLR personnel. Day forward scanning continues for HR Personnel Files, Time Sheets/Variance Sheets, and Workers’ Comp Claim Files.

2.0 DEFINITIONS

Record Jacket Package

This report consists of the documentation of an inmate’s whole “history” while in custody at one of the Department’s custodial facilities. Documents may include: the record jacket itself, booking and property record, prisoner clothing inventory, medical screening form, Removal Order for in-custody defendants, jail custody record, Criminal History Name Information, Criminal fingerprint card, jail wrist band, forms generated in court, such as Abstract of Judgment, Order for Release, Court Release, Temporary Commitment, Commitment to County Jail, and bail information. The documents are of varying sizes, paper type, and color. Every Record Jacket Package consists of a set of six (6) index information fields: Booking number, Booking/Arrest date, folder type, document type, and first and last name.

Loose Papers

These consist of miscellaneous documents that may be part of record jacket packages but were found or maintained separately from the main report.

Sheriff's Electronic Criminal Documents Archive (SECDA)

This is the Sheriff's Department's computerized system that stores all digitized incident reports, booking records, and other documents on electronic media. All documents must be compatible with the SECDA i4Web image display application module.

Contractor shall be responsible for any modifications to allow for compatibility.

Conversion of Digital Images in SECDA Stored in "TIFF" Format under Case360 i4Web image viewer Application. The i4Web is a java module in the Case360 platform used within the SECDA system to render scanned TIFF images in a web browser for users to see. Color images must be in a TIFF format with RGB, 24-bit (True color – red, green, blue) color encoding.

HR Personnel Files

These consist of Injury and Illness, Performance Evaluations, Transfers, Training, Pre-Employment, and Miscellaneous document types within the files for both active and inactive personnel.

Time Sheets/Variance Sheets

These consist of Daily Sheets (as many as 50 or more employees "sign in" to a single sheet upon a day's arrival) and Weekly Sheets (as many as 4 or 5 employee's "sign off" on a "weekly" timecard consolidated on a single sheet for the 4 or 5 employees). Each sheet is 8 ½ x 11. All sheets are stored in boxes by 1) Division (13 divisions) – one Division in a box and year (only one year in a box) and 2) Unit Number (station, 120 units) – 3 characters.

Workers' Comp Claim Files

These files consist of "ad hoc" scanning as they become inactive.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 Sheriff's Inmate Reception Center (IRC)

Sheriff's IRC documents consist of the following:

- *Record Jacket Packages* consists of a stapled bundle of single and/or double-sided papers, forms, and cards of varying sizes, type of paper and color, which are generated in any of the Sheriff's facilities.

- *Loose Papers* consist of miscellaneous documents of varying sizes, types of paper and color. These are usually loose documents from previously scanned and processed record.

After imaging, Contractor shall store all Sheriff IRC documents and packages in a secure facility with limited auditable access, for a period determined by Sheriff IRC.

3.1.1 Document Imaging Preparation

Currently, the Sheriff's IRC monthly average workload totals about 450,500 pages. These figures are not a guaranteed monthly minimum. The figures below constitute an average that will vary monthly. The workload breakdown is as follows:

Document Report	Avg No. Boxes / Month	Avg. No. Packages / Box	Avg No. Pages / Pkg Avg No. Images	Total No. Pages / Month
Record Jacket Package	60	150	50	450,000
Loose Papers	1	500	1	500

Documents will be imaged according to their box location. Preparation of document for imaging shall include the following:

- Inserting separator for each new record.
- Removing paper clips and/or staples.
- Arranging papers, if necessary.
- Repairing any pages torn, bent or otherwise damaged, if necessary.
- Straightening pages.
- Separating Record Jackets from documents found in the file.
- Preparing exception report for documents that are in such poor condition that they cannot be scanned.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.1.2 Document Imaging and Document Enhancement

Contractor shall image documents according to the following specifications:

Documents shall be imaged at a minimum resolution of 200 DPI.

- Image format shall be Bitonal Group IV TIFF.
- Image enhancements shall include but not be limited to edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable. Contractor shall not de-speckle cards containing fingerprints.
- Both sides of all documents shall be imaged, excluding blank page. Contractor shall image the front and back of all Record Jackets.

3.1.3 Indexing of Packages

County will provide Contractor with the following package types, which is designated by the applicable County's Project Manager for Document Imaging Services:

- Record Jacket Packages
- Loose Paper Packages

Contractor shall create indices for all imaged documents in accordance with the following specifications:

- Record Jacket Packages may have the following 4 to 6 indices:
 - Booking number (7 numeric)
 - Booking date (mmddyyyy)
 - First Name*
 - Last Name*
 - Folder type (3 CHAR – value is BJP)
 - Document type (3 CHAR)

The information contained in the Record Jacket Package from Sheriff IRC may have bar codes, which may contain the information required for indexing.

- Loose Paper Packages shall have the following indices:
 - Booking number (7 numeric)
 - Folder type (3 CHAR) (Values are LSP for loose papers)
 - Document type (3 CHAR)

* Contractor shall always look on documents to use a person's name. However, if only a business name is available, Contractor will use "NONE" as the First and Last Name.

During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

Contractor shall create images and indices, which have formats and file naming conventions, which are fully compatible with and supported by SECDA as follows:

- Image Documents and associated index information created for County shall be placed on Contractor's secured server accessible by FTP. The target FTP system will contain one (1) or more Image Document(s) and a single index file. Each Document Image File that is created must have an entry inserted into the Index Text File. This text file will contain a single line of index values for each, and every Document Image File created by Contractor and placed on the target FTP system. The index value should be a fixed length and separated by a delimiting character, such as a "PIPE" (|).
- Contractor shall not use standard punctuation characters, such as comma or semi-colon. The last entry in the index line must represent the Document Image File location name. For example, if the Index File is located at the root, and the Image Documents are in a sub directory named "IMAGES", the last parameter in the index line should read "\IMAGES\xxxxxxxx.tif, where xxxxxxxx.tif is the actual name of the Image Document. The target FTP system should be built to NOT use a directory structure; in other words, the single Index File and multiple Image Document Files should be placed in single directory structures off the root.
- Image Document Files should be created to Bitonal Group 4 TIFF Multi-Page standards. Each package (Record Jacket Package, Loose Paper Package) will contain one or more documents. Each document file will contain one or more pages related as a single entity. For example, a single Record Jacket Package may contain multiple documents, each of which may contain multiple pages. A single document will represent a single image file on the Target FTP System and a single entry in the Index File.

Each folder at the folder level will contain indices based upon the folder type.

- Record Jacket Packages will contain one or more documents, each of which shall have a data value placed in the following index fields (indices):
 - Folder_Type – 3 CHAR – values BJP
 - Document_Type – 3 CHAR
 - Booking Number – 7 Numeric
 - Booking Date – mmddyyyy
 - Last Name

- First Name
- Loose Paper Packages will contain one or more documents, each of which shall have a data value placed in the following index fields (indices):
 - Folder_Type – 3 CHAR – values LSP
 - Document_Type – 3 CHAR
 - Booking Number (7 CHAR)

Contractor shall develop a software database repository of images and indices in a format as specified in Section 3.1.3 (Indexing of Packages) above.

Contractor shall store this repository of images and indices on a computer server accessible by FTP, for use by the SECDA system and shall be accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall make the repository available to County upon request. Contractor shall also provide County online web access of imaged documents that are not yet available to County due to the importation/validation process, for the sole purpose of meeting public and law enforcement document requests.

Contractor shall be solely responsible for all hardware, software and related professional services required for the complete process of creating, maintaining, transmitting, and receipt of data from the data repository by County. These services shall also include software and hardware maintenance, including any equipment and/or software upgrades and/or enhancements, and/or professional services.

Contractor shall provide County access to the file server, where scanned images are stored, on a 24/7 schedule and Contractor must meet the security requirements of County.

Contractor shall, upon request by County, provide copies of any images stored in this file server.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County at the agreed upon fee. Contractor shall transmit this data within 5 business days in the format specified by County.

County shall import the data repository into County's SECDA system on a regular basis as determined and specified by County.

Contractor shall retain the data repository until notified by County.

Contractor shall provide all information, support, and assistance necessary for the importation of the data repository into County system. Contractor will validate the sufficiency of the data

delivered by FTP to the staging server maintained by County after each transmission session. Contractor shall notify Department of incomplete delivery due to technical access issues.

3.1.4 Pick Up and Storage of Boxes (for previously imaged documents)

If required, the Contractor, with County coordinating efforts with the vendor currently storing boxes of previously imaged documents and packages for the Sheriff's IRC, shall pick up these boxes and store them in a secure facility with limited auditable access, for a period determined by Sheriff IRC.

3.2 Sheriff's Pay, Leaves, and Records Unit (PLR)

Sheriff's PLR documents consist of the following:

- *HR Personnel Files*
- *Time Sheets/Variance Sheets*
- *Workers' Comp Claim Files*

After imaging, Contractor shall store all Sheriff's PLR documents in a secure facility with limited auditable access, for a period determined by Sheriff's PLR.

3.2.1 Document Imaging Preparation

Currently, the Sheriff's PLR monthly average workload totals about 121,500 pages. These figures are not a guaranteed monthly minimum. The figures below constitute an average that will vary monthly. The workload breakdown is as follows:

Document Report	Avg No. Boxes / Month	Avg. No. Packages / Box	Avg No. Pages / Pkg Avg No. Images	Total No. Pages / Month
HR Personnel Files	17	10	350	59,500
Time Sheets/Variance Sheets				32,000
Workers' Comp Claim Files	8	15	250	30,000
Backfile Volume – Time Sheets/Variance Sheets	18,000 divided by 10 employees = 1,800 (since Daily and Weekly sheets combined have approximately 10 employees per sheet) Therefore: 1,800 x 52 weeks x 2 (Sheet + Variance) = 936,000 Sheets			

Documents will be imaged according to their box location. Preparation of document for imaging shall include the following:

- Inserting separator for each new record.
- Removing paper clips and/or staples.
- Arranging papers, if necessary.
- Repairing any pages torn, bent or otherwise damaged, if necessary.
- Straightening pages.
- Preparing exception report for documents that are in such poor condition that they cannot be scanned.

Contractor shall not in any way modify, delete, insert, alter, transform and/or add to the information contained in any document and/or package in any form or by any means, unless specified herein.

3.2.2 Document Imaging and Document Enhancement

Contractor shall image documents according to the following specifications:

- Documents shall be imaged at a minimum resolution of 200 DPI.
- Image format shall be Bitonal Group IV TIFF.
- Image enhancements shall include but not be limited to edging, line removal, de-skewing, and de-speckling. All images shall be clear and readable.
- Both sides of all documents shall be imaged, excluding blank page.

3.2.3 Indexing of Documents

County will provide Contractor with the following document types, which is designated by the applicable County's Project Manager for Document Imaging Services:

- HR Personnel Files
- Time Sheet/Variance Sheets
- Workers' Comp Claim Files

Contractor shall create indices for all imaged documents in accordance with the following specifications:

- HR Personnel Files
 - Primary File-tab Index
 - Employee Number
 - Last Name

- Database – will request database of all Employee Numbers and Names (and any other data to be mapped)
- Document Type (within the file)
 - Injury and Illness
 - Performance Evaluation
 - Transfers
 - Training
 - Pre-Employment
 - Miscellaneous
- Time Sheets/Variance Sheets shall have the following indices (each Time Sheet and it's attached Variance):
 - Division (box it came out of)
 - Unit Number (identified in upper left corner of Time Sheet, 3 CHAR)
 - Beginning and End Date of Time Sheet (Note: All “weeks” are always seven (7) days. Therefore keying just “beginning date” will allow auto-population of “end date”)
- Workers' Comp Claim Files
 - Last Name, First Name
 - * Database file to be provided which associates with each Claim Number
 - Employee Number
 - Claim Number
 - Date of Injury (Notice of Benefits)
 - * Note: Third-party administrator (TPA), may be the group to provide this database.

During the indexing process, Contractor shall verify each page to ensure quality images. Documents that require rescanning shall be taken out of the indexing queue and placed in rescanning area.

Contractor shall develop a software database repository of images and indices in a format as specified in Section 3.2.3 (Indexing of Packages) above.

Contractor shall store this repository of images and indices on a computer server accessible and importable via on-line and/or on-line Internet secured access to County. Contractor shall also provide County online web access of imaged documents that are not yet available to

County due to the importation/validation process, for the sole purpose of meeting public and law enforcement document requests.

Contractor shall be solely responsible for all hardware, software and related professional services required for the complete process of creating, maintaining, transmitting, and receipt of data from the data repository by County. These services shall also include software and hardware maintenance, including any equipment and/or software upgrades and/or enhancements, and/or professional services.

Contractor shall provide County access to the document management system, where scanned images are stored, on a 24/7 schedule and Contractor shall meet the security requirements of County.

Contractor shall upload the scanned images and their indices into the data repository within one (1) week of pick-up of the documents/records from County at the agreed upon fee

Contractor shall transmit this data within 5 business days in the format specified by County.

Contractor shall retain the data repository until notified by County.

3.2.4 Initial Set Up

If required, the Contractor, with County coordinating efforts with the vendor hosting the existing document repository for Sheriff's PLR, shall import all HR Personnel Files, Time Sheets/Variance Sheets, and Workers' Comp Claim Files into the Contractor's data repository (document management system).

EXHIBIT B
PRICING SCHEDULE
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

EXHIBIT B

PRICING SCHEDULE

Contractor shall provide the Services as described in Exhibit A (Statement of Work Attachment and Schedules) and the Contract at the fixed unit prices specified in the Exhibit B below. No other costs or out-of-pocket expenses shall be paid to Contractor under the Contract. Payments shall be made on the invoices for approved deliverables only.

All required hardware, software, material, other costs or out-of-pocket expenses and Contractor's site expenses for the Services are the responsibility of the Contractor and are included in the fixed unit price.

Contractor shall be paid the fixed unit price for Services on a per service basis, which includes the cost for meeting all requirements of this Contract, including but not limited to, document preparation, imaging, enhancement the image, indexing, uploading of images onto County systems, online availability/storage, downloading onto CD's/DVD's, with the exception of the specific priced items below, and other Services set forth in Exhibit A (Statement of Work Attachments and Schedules).

Contractor shall provide the Services under this Contract at the fees and prices specified below.

PRICE COMPONENT	PRICE		
	0 Indices	1-3 Indices	4-6 Indices
Cost per Image	\$0.0432	\$0.0463	\$0.0495
Image Conversion (e.g., CanoFile)	\$0.015 per image		
Cost per Color Photograph Conversion	\$0.0593		
Cost for Optical Character Recognition (OCR) Scanning – Searchable PDF	\$0.01 per image		
Cost per Self Contained Compact Disk (CD) or Digital Video Disk (DVD) with Images Pending Importation	\$3.00		
Cost for Direct Web Access to Images Pending Importation	Included		

Cost per On-Demand Document Search/Pull Prior to Image Availability (Up to 25 Search/Pull Requests per Week)	Included
Cost per On-Demand Document Search/Pull Prior to Image Availability (<u>Over</u> 25 Search/Pull Requests per Week)	\$15 per each Search/Pull Request over 25 per week
Cost per Index/Transmittal Sheet Created for Box Arriving Without an Index/Transmittal Sheet	\$0.750
Monthly Cost Per Banker's Box for Storage	\$0.254
Cost per pound for Document Destruction	\$0.060
Initial Set-Up Fee per Participating Agency/Sub Agency	\$5,000 per set up
Transportation per Trip (Pickup or Return), only to or from a location <u>not</u> listed in Attachment 4 (Pickup and Return Locations) to Exhibit A (SOW and Attachments/Schedules)	\$1.35 / mile and \$25 / trip
Special Services	
White Glove Handling (per document)	\$0.25
Image a printed microfilm document (per document)	\$0.13
Secure Cloud-Based Document Repository for Digital Images	
Initial Set Up Fee per Participating Agency/Sub Agency	\$5,000
Monthly Access Cost per Participating Agency/Sub Agency/User	\$5.00
Monthly Storage Cost per Document	\$0.01500
Document Imaging Preparation Services	
Prepare backfile for shipment to Contractor facility (per banker's box)	\$6.67

FAILURE OF THE PROPOSER TO PROPOSE COSTS USING THIS PRICING SHEET IN THE FORM AND FORMAT SPECIFIED MAY BE THE BASIS FOR THE REJECTION OF THE PROPOSER'S PROPOSER RESPONSE, AS DETERMINED BY THE COUNTY IN ITS SOLE DISCRETION.

EXHIBIT C
[Intentionally Omitted]

EXHIBIT D
COUNTY'S ADMINISTRATION
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

COUNTY'S ADMINISTRATION

I. COUNTY'S CONTRACT ADMINISTRATOR

Name: Fernando Angell
Title: Assistant Director, ISAB
Address: 12750 Center Court Drive, 5th Floor
City, State Zip: Cerritos, CA 90703
Phone: (592) 403-6505
Email Address: FAngell@isab.lacounty.gov

II. COUNTY'S PROJECT MANAGERS

County's Project Manager – Alternate Public Defender

Name: Jane Yang
Title: Division Chief, IT
Address: 210 West Temple Street, Suite 18-709
City, State Zip: Los Angeles, CA 90012
Phone: (213) 974-0242
Email Address: Jyang@apd.lacounty.gov

County's Project Manager – Chief Executive Office

Name: Timothy Young
Title:
Address: 500 W. Temple St.
City, State Zip: Los Angeles, CA 90012
Phone: (213) 974-2383
Email Address: TYoung@ceo.lacounty.gov

County's Project Manager – District Attorney

Name: Adolfo Gonzalez-Meza
Title: Division Chief
Address: 211 West Temple Street, Suite 200
City, State Zip: Los Angeles, CA 90012
Phone: (213) 257-2862
Email Address: AGonzalezmeza@da.lacounty.gov

County's Project Manager – Medical Examiner-Coroner

Name: Silvia Gonzalez (Primary)
Title: Administrative Services Manager II
Address: 1104 Mission Road
City, State Zip: Los Angeles, CA 90033
Phone: (323) 343-0682
Email Address: SGonzalez@coroner.lacounty.gov

County's Project Manager – Probation – Central Records

Name: Sandra Woods
Title: Manager of Central Records
Address: 320 W. Temple St., Suite 180
City, State Zip: Los Angeles, CA 90012
Phone: (213) 974-9035
Email Address: Sandra.Woods@probation.lacounty.gov

County's Project Manager – Probation – Fiscal

Name: Latrice Valentin
Title: Administration Services Manager II
Address: 9150 E. Imperial Hwy, 2nd Floor, Room P73
City, State Zip: Downey, CA 90242
Phone: (562) 940-3545
Email Address: Latrice.Valentin@probation.lacounty.gov

County's Project Manager – Probation – Pretrial

Name: Brian Chaffee
Title: Sr. Investigator, Pretrial Services
Address: 5555 Ferguson Drive, Room 124/1050
City, State Zip: Commerce, CA 90022
Phone: (213) 262-6882
Email Address: Brian.Chaffee@probation.lacounty.gov

County's Project Manager – Public Defender

Name: Gratia D'Souza
Title: Principal Information Systems Analyst
Address: 11701 Alameda Street, Suite 3171
City, State Zip: Lynwood, CA 90262
Phone: (213) 718-5150
Email Address: GDsouza@pubdef.lacounty.gov

County's Project Manager – Sheriff – Inmate Reception Center

Name: Beau C. Topar
Title: Deputy Sheriff Generalist
Address: 450 Bauchet Street
City, State Zip: Los Angeles, CA 90012
Phone: (213) 893-5281
Email Address: bctopar@lasd.org

County's Project Manager – Sheriff – Pay, Leaves, and Record Unit (PLR)

Name: Cathy Banuelos
Title:
Address: 211 West Temple Street, 5th Floor
City, State Zip: Los Angeles, CA 90012
Phone: (213) 229-1924
Email Address: CMBanuel@lasd.org

EXHIBIT E
CONTRACTOR'S ADMINISTRATION
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

CONTRACTOR'S ADMINISTRATION

I. CONTRACTOR'S PROJECT MANAGER:

Name: Irina Afanasyeva
Title: Sr. Operations Manager
Address: 20500 Belshaw Avenue
City, State Zip: Carson, CA 90746
Telephone: 562-295-3690
Mobile: 310-291-2965
Email Address: Irina.Afanasyeva@exelaonline.com

II. CONTRACTOR'S AUTHORIZED OFFICIAL(S):

For Contract Negotiations

Name: Marc Baines
Title: Client Engagement Director
Address: 20500 Belshaw Avenue
City, State Zip: Carson, CA 90746
Telephone: 949-922-2757
Email Address: Marc.Baines@exelatech.com

For Contract Signatures

Name: Suresh Yannamani
Title: President
Address: 2701 E. Grauwyler Road
City, State Zip: Irving, TX 75061
Telephone: 972-956-4949
Email Address: Suresh.Yannamani@exelatech.com

III. NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: Attn. General Counsel
Address: 2701 E. Grauwyler Road
City, State Zip: Irving, TX 75061
Email Address: Legalnotices@exelatech.com

EXHIBIT F
FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

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, _____, on behalf of _____, (the
 “Contractor”), certify that on County Contract _____ [ENTER
 CONTRACT NUMBER AND NAME]:

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

*Contractor Personnel includes subcontractors.

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

 Signature

 Date

 Title

 Company/Contractor Name

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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**

(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 _____

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**

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

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: _____

EXHIBIT G
SAFELY SURRENDERED BABY LAW
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

EXHIBIT H1, H2, H3

[INTENTIONALLY OMITTED]

EXHIBIT I
BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

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

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

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

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

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

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

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

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

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

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

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

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

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

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

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

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

11. AVAILABILITY OF RECORDS

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

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

toll-free telephone number, an e-mail address, Web site, or postal address.

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

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

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

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

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

17. TERMINATION FOR CAUSE

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

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

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

Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

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

19. AUDIT, INSPECTION, AND EXAMINATION

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

20. MISCELLANEOUS PROVISIONS

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

EXHIBIT J
CHARITABLE CONTRIBUTIONS CERTIFICATION
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT K
INFORMATION SECURITY AND PRIVACY
REQUIREMENTS EXHIBIT
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor 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 Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are 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. 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 Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract 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
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:

Eugene Cabrera
Departmental Information Security Officer
12750 Center Court Drive, 5th Floor
Cerritos, CA 90703
(562) 403-6513
ecabrera@isab.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.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including

penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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.

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).

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County 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. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the 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 (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications 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 three (3) days of notification by the County of termination of the Contract, Contractor shall provide the County with a detailed plan of data extraction; and within 30 days of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: INTENTIONALLY OMITTED

EXHIBIT L
CONFIDENTIALITY OF CORI INFORMATION
FOR
DOCUMENT IMAGING SERVICES

SEE ATTACHED

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

I have read and understand the (APD, DA, PD, Probation, Sheriff) Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to County Program Manager within five (5) business days of start of services under this Contract.

**DOCUMENT IMAGING SERVICES CONTRACT
NEGOTIATED TERMS AND CONDITIONS**

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
1.	Contract Paragraph 8.24.2.2	Renewal Certificates must be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete copies of any required contractor and/or sub-contractor insurance policies at any time.
2.	Contract Paragraph 8.24.5	Contractor's failure to maintain or to provide acceptable evidence that maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may 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.
3.	Contract Paragraph 8.24.8	To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under Workers Compensation, General Liability, and Auto Insurances for any loss arising from or relating to this Contract. The contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
4.	Contract Paragraph 8.24.13	The General Liability policy must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
5.	Contract Paragraph 8.25.4.6	The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 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.
6.	Contract Paragraph 8.30	Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within three (3) business days, give notice thereof, including all relevant information with respect thereto, to the other party.
7.	Contract Paragraph 9.2.1	County retains all its rights in the data it provides to the Contractor ("County Data") and grants the Contractor the right to use such County Data as necessary to provide the services under this Contract. County will own the copyright to all works (except for Contractor IP, as defined below) consisting of processed County Data that is first created as an output of the Services ("Work Product"). The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title, and interest in and to such Work Product, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under

ATTACHMENT II

		this Contract. Except for County Data and Work Product, all rights in and to any intellectual property used or disclosed by the Contractor in providing the services, whether developed prior to, during, or after the Contract's Effective Date, are and will remain the sole and exclusive property of the Contractor ("Contractor IP").
8.	Contract Exhibit K, Addendum A, Paragraph G	Within three (3) days of notification by the County of termination of the Contract, Contractor shall provide the County with a detailed plan of data extraction; and within 30 days 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.

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023	
BOARD MEETING DATE	3/21/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$207,000 (all funds) \$53,000 (NCC)	Funding source: TERMS (if applicable): Explanation:
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	1. Addition of one (1) new employee classification: <ul style="list-style-type: none"> Mammography Technologist (Item No. 5795) - \$76,238.16 - \$102,729.84 2. Reclassification of eight (8) positions in the Departments of Fire, Health Services, Parks and Recreation, and Public Social Services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennifer Revuelta, Principal Analyst, (213) 974-1783, JRevuelta@ceo.lacounty.gov	



**CEO March 21, 2023
General Reclass
Board Letter Summary**

CEO Classification/Compensation Contact Information:

Ann Havens, Senior Manager, (213) 974-9960, AHavens@ceo.lacounty.gov

Jennifer Revuelta, Principal Analyst, (213) 974-1783, jrevuelta@ceo.lacounty.gov

This Board Letter includes:

1. Addition of one (1) new employee classification:
 - Mammography Technologist (Item No. 5795) - \$76,238.16 - \$102,729.84
2. Reclassification of eight (8) positions in the Departments of Fire, Health Services, Parks and Recreation, and Public Social Services.



Chief Executive Office.

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

CHIEF EXECUTIVE OFFICER

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

March 21, 2023

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION/COMPENSATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of classes of positions and the departmental staffing provisions by adding one (1) new employee classification; and reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) new employee classification in the Department of Health Services (DHS); and reclassify eight (8) positions in the Departments of Fire, DHS, Parks and Recreation, and Public Social Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper allocation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A and B). This is a primary goal of the County's classification and compensation system.

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper allocation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

New Employee Classification

We are recommending the establishment of the Mammography Technologist (Item No. 5795) classification to support the DHS radiology operations (Attachment A). Positions assigned to the new Mammography Technologist classification will work under the direction of a higher-level supervising radiologic technologist and will perform screening and diagnostic mammography. This new class will require Certification as a Radiologic Technologist issued by the State of California. The creation of this new class will aid in the streamlining of imaging services across the department and reduce the reliance on contracted mammography services.

Reclassifications

There are eight (8) positions in four (4) departments being recommended for reclassification (Attachment B). The duties and responsibilities assigned to these positions have changed since the original allocations were made. Therefore, the subject positions would be more appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from the recommended reclassifications is estimated to total \$207,000 (all funds). Net County cost is estimated to be \$53,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of “a classification plan and the classification of all positions.” This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code, has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT
Chief Executive Officer

FAD:JMN:AC:AYH
JR:AS:mmg

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Human Resources
Affected Departments

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommended Salary Schedule and Level	
Horizons/ Options	5795	Mammography Technologist	100D	NMO

DRAFT

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

FIRE DEPARTMENT - OPERATIONS

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Medium Truck Driver Item No. 6049A N3MO 78D Represented	1	Warehouse Worker I Item No. 2331A NMO 79A Represented

The subject Medium Truck Driver position reports to a Chief, Helicopter Maintenance position and is responsible for handling the materials and supplies in the department's aviation maintenance shop. The duties include maintaining inventory of aircraft parts, the management system, and property records; receiving and packing a variety of aircraft parts and components; shipping and receiving stocks; and performing supply-clerical duties following Federal Aviation Administration guidelines on life-limited aircraft parts. The duties and responsibilities of the position meet the classification criteria for Warehouse Worker I, a class that performs duties related to handling materials and supplies. Therefore, we recommend upward reallocation of the subject position to Warehouse Worker I.

HEALTH SERVICES – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Program Implementation Manager, HS Item No. 4629A N23 S12 Non-Represented	1	Deputy, Management Programs, HS (UC) Item No. 4625A N23 R15 Non-Represented

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – ADMINISTRATION (Continued)

The subject Program Implementation Manager, Health Services position is assigned to the Data Analytics Division at Health Services Administration and reports to a Chief Deputy Director, Health Services, Operations (UC). The position oversees cross functional business analytics and information technology teams to create and support a broad range of business intelligence models, including those used for regulatory and pay-for-performance purposes.

Specific duties include developing strategic planning, implementation, and overall administration of analytics capabilities and business intelligence initiatives; managing and being accountable for the proper architecting of data storage systems, and integrating data from disparate systems for enterprise data analysis capabilities; establishing the governance of data and algorithms used for analysis, analytical applications, and automated decision-making; overseeing the development and deployment of the enterprises' analytics platforms, and determining which, if any, should be adopted, augmented, or retired; and fostering the creation of an analytics-driven culture, related competencies, and data literacy across the enterprise.

The duties and responsibilities meet the classification criteria for Deputy, Management Programs, Health Services (UC). This role will work to enhance analytics-informed decision-making and ensure that the enterprise has appropriate access to tools and technology to drive the adoption of analytics-driven decision-making and improve data literacy. Therefore, we recommend upward reallocation of the subject position to Deputy, Management Programs, Health Services (UC).

HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (OVMC)

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Occupational Therapist I Item No. 5856A NMWO 104K Represented	1	Occupational Therapist II Item No. 5857A NMWO 108K Represented

The subject Occupational Therapist I position is assigned to the Rehabilitation Services Division at OVMC. The position reports to an Occupational Therapy Supervisor I and independently provides comprehensive occupational therapy services to high-risk patients with multiple diagnoses and complexity levels. Specific duties include

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

HEALTH SERVICES – OLIVE VIEW-UCLA MEDICAL CENTER (OVMC) (Continued)

establishing a treatment plan and providing a full range of occupational therapy services; independently determining the type of treatment required in each case; and evaluating therapeutic techniques that include, but are not limited to, activities of daily living, fine motor skills, injury prevention, transfer training, therapeutic exercise, caregiver training, home program instruction, and consultation. The duties and responsibilities meet the classification criteria for Occupational Therapist II, a class that provides a full range of professional occupational therapy services to assist patients with mental or physical disabilities to attain, regain, or maintain physical or mental functioning or to adjust to their disabilities. Therefore, we recommend upward reallocation of the subject position to Occupational Therapist II.

PARKS AND RECREATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Public Information Specialist Item No. 1609A NMO 106J Non-Represented	1	Head, Marketing and Communications Item No. 1595A NMO 114B Non-Represented

The subject Senior Public Information Specialist position is assigned to the Public Information Section and reports to the Director of Parks and Recreation. The position serves as the department's communications strategist and develops, implements, and manages strategic marketing and public information plans, focusing on engaging diverse, multi-lingual, vulnerable, and hard-to-reach communities.

The primary duties include supervising a team of six (6) Public Information positions, advising executive management on media relations and strategic communications, developing marketing plans to increase the number and diversity of program participants, participating in and supervising the development and execution of public information and communication strategies and deliverables through various communications channels, and establishing objectives for the department's public information program, as well as developing strategies to accomplish these objectives.

The duties and responsibilities meet the classification criteria for Head, Marketing and Communications, a classification responsible for the development and implementation of a comprehensive integrated media relations, communications, and internal and external marketing program. This position will work to grow and expand the department's strategic

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

PARKS AND RECREATION (Continued)

marketing efforts, alongside the media relations and communications efforts already in place. Therefore, we recommend upward reallocation of the subject position to Head, Marketing and Communications.

DEPARTMENT OF PUBLIC SOCIAL SERVICES

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Transcriber Typist Item No. 2201A N2MVO 76H Represented	1	Senior Typist-Clerk Item No. 2216A NMVO 78G Represented
1	Video Production Assistant Item No. 7133A NMO 77H Represented	1	Video Production Specialist Item No. 7142A NMO 98L Represented
2	Video Production Technician Item No. 7139A N3MO 92A Represented	2	Video Production Specialist Item No. 7142A NMO 98L Represented

The subject Transcriber Typist position is assigned to the Welfare Fraud Prevention and Investigations Section and reports to a Supervising Clerk. Duties of the position include typing correspondence, reports, and other written materials; utilizing computer applications to route the correspondence to appropriate individuals for handling; taking calls from the Central Fraud Reporting Hotline or Cisco web inbox application and determining if the call is a welfare fraud referral, child abuse referral or an elder abuse referral; and recording and logging all calls and ensuring logs are updated with all pertinent and required information. Based on the duties and responsibilities of the subject position, the work performed is consistent with the classification of Senior Typist-Clerk. Positions allocated to this class perform highly specialized clerical duties requiring a highly specialized knowledge of a particular function with responsibility for applying proper procedures and for carrying out the work with only general direction. Therefore, we recommend the upward reallocation of the subject position to Senior Typist-Clerk.

DEPARTMENTAL RECLASSIFICATION RECOMMENDATIONS

ATTACHMENT B

DEPARTMENT OF PUBLIC SOCIAL SERVICES (Continued)

The subject one (1) Video Production Assistant and two (2) Video Production Technician positions report to a Senior Public Information Specialist. Duties of the positions include producing, directing, and editing videos for internal and external purposes; providing, connecting, and operating audio and video equipment during meetings, conferences, and events; recommending solutions to issues during various stages of production; and planning, developing, and editing video programs with a variety of sophisticated video production equipment. Based on the duties and responsibilities of the subject positions, the work performed is consistent with the classification of Video Production Specialist. Positions allocated to this class are responsible for the complete production of video programs. Therefore, we recommend the upward reallocation of the three (3) subject positions to Video Production Specialist.

ANALYSIS

This ordinance amends Title 6 - Salaries of the Los Angeles County Code by:

- Adding and establishing the salary for one employee classification; and
- Adding, deleting, and/or changing certain employee classifications and number of

ordinance positions in the departments of Fire, Health Services, Park and Recreation, and Public Social Services.

DAWYN R. HARRISON
Interim County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

ORDINANCE NO. _____

An ordinance amending Title 6 - Salaries of the Los Angeles County Code to add and establish the salary for one employee classification; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
<u>5795</u>	<u>MAMMOGRAPHY TECHNOLOGIST</u>	<u>10/01/2023</u>	<u>NMO</u>	<u>100D</u>
		<u>10/01/2024</u>	<u>NMO</u>	<u>101F</u>
			<u>NMO</u>	<u>102H</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.76.014 (Fire – Operations) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
6049A	23 <u>22</u>	MEDIUM TRUCK DRIVER
2331A	4 <u>2</u>	WAREHOUSE WORKER I

SECTION 3. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4625A	3	<u>4</u>	DEPUTY,MANAGEMENT PROGRAMS,HS(UC)
4629A	16	<u>15</u>	PROGRAM IMPLEMENTATION MANAGER,HS

SECTION 4. Section 6.78.070 (Department of Health Services – Olive View – UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5856A	5	<u>4</u>	OCCUPATIONAL THERAPIST I
5857A	2	<u>3</u>	OCCUPATIONAL THERAPIST II

SECTION 5. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1609A	4		SENIOR PUBLIC INFORMATION SPECIALIST

SECTION 6. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>1595A</u>	<u>1</u>	<u>HEAD,MARKETING AND COMMUNICATIONS</u>

SECTION 7. Section 6.108.010 (Department of Public Social Services) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2201A	4	TRANSCRIBER TYPIST
7133A	4	VIDEO PRODUCTION ASSISTANT
7139A	2	VIDEO PRODUCTION TECHNICIAN

SECTION 8. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
7142A	40 <u>13</u>	VIDEO PRODUCTION SPECIALIST

SECTION 9. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[676014GENRECLASSASCEO]



MAMMOGRAPHY TECHNOLOGIST

ITEM NUMBER:
5795

DEFINITION/STANDARDS:

DEFINITION:

Under general direction, performs general screenings and produces basic radiographs of breast disorders on all age groups for patients in a clinic and performs other related work as required.

CLASSIFICATION STANDARDS:

Positions allocable to this class produce images of the breast by accurately positioning patient, breast, and armpit for screenings and basic radiographs of breast disorders using DBT machines. Positions operate mobile and stationary equipment within safe parameters specified by State law. They produce quality breast images and communicate with the patient to obtain cooperation and relieve patient anxiety, and properly position patients to obtain optimal images of the breast. The Mammography Technologists report to a Supervising Mammography Technologist or a Supervising Radiologic Technologist II.

EXAMPLES OF DUTIES:

Receives and reviews physician's request for mammography procedure and identifies the patient per department policy. Reviews brief breast health history and confirms correct study is ordered and performed.

Performs screening and diagnostic mammography.

Check the operation of equipment daily and reports malfunction to a supervisor immediately.

Sets up examination room, materials, and equipment including selection of appropriate grids, collimators, and compression paddles specified in equipment and procedure manuals.

Operates mammographic and tomographic units.

Selects and computes machine settings to compensate for such variances as patient size, age, sex, implants, and tissue density.

Selects proper compression paddle, positions equipment at proper angle, and applies appropriate compression to breast.



MAMMOGRAPHY TECHNOLOGIST

ITEM NUMBER:
5795

Positions the patient accurately when the patient cannot be moved, deviates from basic positioning guidelines by angulating the X-ray tube and the detector to avoid re-injury, discomfort, pain, or intruding the sterile field.

Elicits the cooperation of patients by explaining the procedure and attempts to comfort those who fear mammographic examinations by providing assurance.

Evaluates patient's condition and applies immobilizing devices when the patient cannot cooperate.

Uses equipment and lead shields, such as thyroid shields and aprons, in accordance with State requirements for safety.

Assists in the clinical training of new mammography technologists.

May orient new personnel to the mammography department.

Processes and completes procedures in the electronic health record.

Verifies and confirms proper archiving of images in the Picture Archiving and Communication System.

Performs and documents quality control per Mammography Quality Standards Act requirements on a weekly, monthly, and quarterly basis and reports any malfunction or variation to the mammography manager, maintenance, or bio-med.

May perform other duties as assigned.

REQUIREMENTS:

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

One year of experience performing the duties of a Radiologic Technologist under the direction of a radiologist.

LICENSE:

Certification as a Radiologic Technologist (CRT) issued by the State of California, Department of Public Health -AND- Mammographic Certificate issued by the State of California Department of Public Health/Radiologic Health Branch.



MAMMOGRAPHY TECHNOLOGIST

ITEM NUMBER:
5795

A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS:

3 - Moderate.

OTHER REQUIREMENTS:

SPECIALTY REQUIREMENTS:

COMMENTS:

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023		
BOARD MEETING DATE	3/21/2023		
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th		
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)		
SUBJECT	Delegation of Authority to Invest and Annual Adoption of the Treasurer and Tax Collector Investment Policy		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost:		Funding source:
	\$0		N/A
	TERMS (if applicable):		
	Explanation:		
PURPOSE OF REQUEST	The request is for 1) the annual delegation of authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury and 2) annual adoption of the Treasurer and Tax Collector Investment Policy.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board adopted an ordinance previously, which delegates authority to invest to the Treasurer, pursuant to the Government Code. That delegation is subject to an annual renewal. As part of its annual request for delegated authority, the TTC also updates the Investment Policy to ensure continued alignment with Government Code and the primary objectives of safety of principal, liquidity, and return on the funds invested. This year, the Department is not recommending any changes to the Investment Policy.		
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy, (213) 974-0703, eginsberg@ttc.lacounty.gov Damia J. Johnson, Assistant Treasurer and Tax Collector, (213) 974-2139, djohnson@ttc.lacounty.gov Jennifer Koai, Operations Chief, TTC, (213) 974-3385, jkoai@ttc.lacounty.gov 		



KEITH KNOX

TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 21, 2023

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:

DELEGATION OF AUTHORITY TO INVEST AND ANNUAL ADOPTION OF THE TREASURER AND TAX COLLECTOR INVESTMENT POLICY (ALL DISTRICTS) (3-VOTES)

SUBJECT

Delegation of authority to invest and reinvest County funds and funds of other depositors in the County Treasury to the Treasurer, and adoption of the Treasurer and Tax Collector Investment Policy.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate the authority to the Treasurer to invest and reinvest County funds and funds of other depositors in the County Treasury.
2. Adopt the attached Treasurer and Tax Collector Investment Policy (Investment Policy).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The requested actions allow the Treasurer to continue to invest County funds and funds of other depositors in the County Treasury pursuant to the Investment Policy. On March 1, 2022, pursuant to Government Code (GC) Section 27000.1, and subject to GC Section 53607, your Board delegated to the Treasurer the annual authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury. GC Section 27000.1 states that subsequent to your Board's delegation, the County Treasurer shall thereafter assume full responsibility for those transactions until your Board either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in GC Section 53607. This action requests renewal of the annual delegation.

GC Section 53646 permits your Board to annually approve the Investment Policy. The primary objectives of the Investment Policy, in priority order, are to maintain the safety of principal, to provide liquidity, and to achieve a return on funds invested. These objectives align with those in State law. Each year, my office reviews the Investment Policy to incorporate changes deemed necessary to meet our primary objectives and to ensure that it aligns with any changes in the GC.

Based on our analysis and in consideration of current market conditions, we recommend no changes to the Investment Policy for 2023. However, we have provided the annual update to the limitation calculation for intermediate-term, medium-term, and long-term holdings (Attachment III).

Update on Environmental, Social and Corporate Governance (ESG)

On March 9, 2021, your Board approved changes to the Investment Policy in areas related to the consideration of Environmental, Social and Corporate Governance (ESG). Consistent with the 2021 Investment Policy, we incorporated Sustainalytics ESG scores as part of our analysis of investment issuers and have taken action to reduce investments if an issuer's composite ESG score is lower than the median score for its industry. The consideration of ESG scores in determining our issuers' investment limits has not impacted the Treasury Pool's return on investments. The percentage of our approved issuers with ESG scores has slightly decreased from 48% to 46%. Our purchase volume from issuers with ESG scores has continued to increase, from \$25.7 billion in Fiscal Year (FY) 2020-21 to \$32.1 billion in FY 2021-22.

Also, as referenced in our March 1, 2022 Investment Policy Board letter, we continue to evaluate the functionality of ESG reporting in our new investment accounting system. Currently, there is no such functionality; however, we will monitor for new developments as the ESG market continues to evolve.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The investment of surplus County funds and funds of other depositors allows these funds to earn a return which is credited to the depositor, net of administrative expenses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to GC Section 27000.1, your Board may delegate by ordinance the authority to invest and reinvest funds of the County and funds of other depositors in the County Treasury to the Treasurer. On January 23, 1996, your Board adopted Ordinance

96-0007 adding Los Angeles County Code Section 2.52.025, which delegated such authority to the Treasurer, subject to annual renewal pursuant to GC Section 53607. GC 53646 permits the Treasurer to render annually to your Board a statement of Investment Policy, to be reviewed and approved at a public meeting. This GC Section also requires that any change in the Investment Policy be submitted to your Board for review and approval at a public meeting.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

Respectfully submitted,

KEITH KNOX
Treasurer and Tax Collector

KK:EBG:DJJ:JK:en

Attachments

- c: Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
Interim County Counsel
Los Angeles County Office of Education
Los Angeles Community College District

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
INVESTMENT POLICY**

Authority to Invest

Pursuant to Government Code Section 27000.1 and Los Angeles County Code 2.52.025, the Los Angeles County Board of Supervisors has delegated to the Treasurer the authority to invest and reinvest the funds of the County and the funds of other depositors in the County Treasury.

Fundamental Investment Policy

The Treasurer, a trustee, is inherently a fiduciary and subject to the prudent investor standard. Accordingly, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing investments, the investment decisions SHALL be made with the care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity would use with like aims.

All investments SHALL be governed by the Government Code and comply with the specific limitations set forth within this Investment Policy. Periodically, it may be necessary and prudent to make investment decisions beyond the limitations set forth in the Investment Policy that are otherwise permissible by California Government Code. In these special circumstances, ONLY the Treasurer is permitted to give written approval to operate outside the limitations set forth within this Investment Policy.

Pooled Surplus Investment Portfolio

The Treasurer SHALL establish and maintain a Pooled Surplus Investment (PSI) portfolio. The PSI portfolio SHALL be used to provide safe, liquid investment opportunities for pooled surplus funds deposited into the County Treasury.

The investment policies of the PSI portfolio SHALL be directed by and based on three prioritized objectives. The primary objective SHALL be to ensure the safety of principal. The secondary objective SHALL be to meet the liquidity needs of the PSI participants, which might be reasonably anticipated. The third objective SHALL be to achieve a return on funds invested, without undue compromise of the first two objectives.

PSI revenue/loss distribution SHALL be shared on a pro-rata basis with the PSI participants. PSI revenue/loss distribution will be performed monthly, net of administrative costs authorized by Government Code Section 27013 which includes employee salaries and benefits and services and supplies, for investing, depositing or handling funds, and the distribution of interest income, based on the PSI participants' average daily fund balance as recorded on the Auditor-Controller's accounting records. Administrative costs SHALL be deducted from the monthly PSI revenue/loss distribution on the basis of one-twelfth of the budgeted costs and adjusted periodically to actual costs.

Investments purchased with the intent to be held to maturity SHALL be accounted for in the Non-Trading partition of the PSI portfolio. Investments purchased with the intent to be sold prior to maturity SHALL be accounted for in the Trading partition of the PSI portfolio. The investments in the Trading partition SHALL NOT exceed \$500 million without specific written approval of the Treasurer.

In the event that a decision is made to transfer a given security from one partition to another, it MAY be transferred at cost; however, the difference between the market value, exclusive of accrued interest, at the time of transfer and the purchase price, exclusive of accrued interest, SHALL be computed and disclosed as unrealized profit or loss.

All PSI investments SHALL be categorized according to the period of time from settlement date to maturity date as follows:

- SHORT-TERM investments are for periods of up to ONE YEAR.
- INTERMEDIATE-TERM investments are for periods of ONE YEAR to THREE YEARS.
- MEDIUM-TERM investments are for periods of over THREE YEARS to FIVE YEARS.
- LONG-TERM investments are for periods of over FIVE YEARS.

PSI investments SHALL be limited to the short-term category except that the Investment Office of the Treasurer's Office MAY make PSI investments in accordance with the limitations imposed in Attachments I, II, III, and IV (all of which are attached hereto and incorporated by this reference.)

The weighted average maturity target of the PSI portfolio is a range between 1.0 and 4.0 years. For purposes of maturity classification, the maturity date SHALL be the nominal maturity date or the unconditional put option date, if one exists.

The total PSI portfolio investments with maturities in excess of one year SHALL NOT exceed 75% of the last 36 months' average total cash and investments, after adjustments, as indicated in Attachment III.

Business Continuity Plan

The Treasurer's Business Continuity Plan (BCP) serves to sustain the performance of mission-critical Treasury functions in the event of a local or widespread emergency.

The BCP includes written guidelines to perform critical Treasury functions, contact information for key personnel, authorized bank representatives and broker/dealers. The Treasurer's Office implemented its BCP in 2007.

Liquidity of PSI Investments

Short-term liquidity SHALL further be maintained and adjusted monthly so that sufficient anticipated cash is available to fully meet unanticipated withdrawals of discretionary deposits, adjusted for longer-term commitments, within 90 days.

Such liquidity SHALL be monitored where, at the beginning of each month, the par value for maturities in the next 90 days plus projected PSI deposits for 90 days, divided by the projected PSI withdrawals for 90 days plus discretionary PSI deposits, is equal to or greater than one.

The liquidation of investments is not required solely because the discretionary liquidity withdrawal ratio is less than one; however, investments SHALL be limited to a maximum maturity of 30 days until such time as the discretionary liquidity withdrawal ratio is equal to or greater than one.

The sale of any PSI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Specific Purpose Investment Portfolio

The Treasurer SHALL maintain a Specific Purpose Investment (SPI) portfolio to manage specific investment objectives of the SPI participants. Specific investments may be made with the approval of the requesting entity's governing body and the approval of the Treasurer. Revenue/loss distribution of the SPI portfolio SHALL be credited to the specific entity for which the investment was made. The Treasurer reserves the right to establish and charge the requesting entity fees for maintaining the entity's SPI portfolio.

Investments SHALL be limited to the short-term category, as defined above in the previous section for PSI investments, except when requested by a depositing entity and with the approval of the Treasurer, a longer term investment MAY be specifically made and held in the SPI portfolio.

The sale of any SPI instrument purchased in accordance with established policies is not required solely because an institution's credit rating is lowered after the purchase of the instrument.

Execution, Delivery, and Monitoring of Investments

The Treasurer SHALL designate, in writing, personnel authorized to execute investment transactions.

All transactions SHALL be executed on a delivery versus payment basis.

The Treasurer or his authorized designees, in purchasing or obtaining any securities in a negotiable, bearer, registered, or nonregistered format, requires delivery of the securities to the Treasurer or designated custodial institution, by book entry, physical delivery, or by third party custodial agreement.

All investment transactions made by the Investment Office SHALL be reviewed by the Internal Controls Branch to assure compliance with this Investment Policy.

Reporting Requirements

The Treasurer SHALL provide the Board of Supervisors with a monthly report consisting of, but not limited to, the following:

- All investments detailing each by type, issuer, date of maturity, par value, historical cost, market value and the source of the market valuation.
- Month-end bank balances for accounts under the control of the Treasurer.
- A description of funds, investments, or programs that are under the management of contracted parties, including lending programs for the Treasurer.
- A description of all investment exceptions, if any, to the Investment Policy.
- A statement denoting the ability of the PSI portfolio to meet the anticipated cash requirements for the participants for the next six months.

Discretionary Treasury Deposits and Withdrawal of Funds

At the sole discretion of the Treasurer, PSI deposits may be accepted from local agencies not required to deposit their funds with the Los Angeles County Treasurer, pursuant to Government Code Section 53684.

At the time such deposits are made, the Treasurer may require the depositing entity to provide annual cash flow projections or an anticipated withdrawal schedule for deposits in excess of \$1 million. Such projections may be adjusted periodically as prescribed by the Treasurer but in no event less than semi-annually.

In accordance with Government Code Section 27136, all requests for withdrawal of such funds, for the purpose of investing or depositing these funds elsewhere SHALL be evaluated, prior to approving or disapproving the request, to ensure that the proposed withdrawal will not adversely affect the principal deposits of the other PSI participants.

If it is determined that the proposed withdrawal will negatively impact the principal deposits of the other PSI participants, the Treasurer may delay such withdrawals until the impact can be mitigated.

Broker/Dealers Section

Broker/Dealers SHALL be limited to primary government dealers as designated by the Federal Reserve Bank or institutions meeting one of the following:

- A. Broker/Dealers with minimum capitalization of \$500 million and who meet all five of the below listed criteria:
 - 1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
 - 2. Be a member of the Financial Industry Regulatory Authority and;
 - 3. Be registered with the Securities and Exchange Commission and;
 - 4. Have been in operation for more than five years; and
 - 5. Have a minimum annual trading volume of \$100 billion in money market instruments or \$500 billion in United States (U.S.) Treasuries and Agencies.
- B. Emerging firms that meet all of the following:
 - 1. Be licensed by the State as a Broker/Dealer, as defined in Section 25004 of the Corporations Code, or a member of a Federally regulated securities exchange and;
 - 2. Maintain office(s) in California and;
 - 3. Maintain a minimum capitalization of \$250,000 and, at the time of application, have a maximum capitalization of no more than \$10 million.

Commercial Paper and Negotiable Certificates of Deposit may be purchased directly from issuers approved by the Treasurer.

An approved Treasurer Broker/Dealer list SHALL be maintained. Firms SHALL be removed from the approved Broker/Dealer list and trading suspended with firms failing to accurately and timely provide the following information:

- A. Confirmation of daily trade transactions and all open trades in effect at month-end.
- B. Response to auditor requests for confirmation of investment transactions.
- C. Response to the Internal Controls Branch requests for needed information.

Honoraria, Gifts, and Gratuities Limitations

The Treasurer, Chief Deputy Treasurer and Tax Collector and designated Treasurer and Tax Collector employees SHALL be governed by the provision of the State's Political Reform Act, the Los Angeles County Code relating to Lobbyists, and the Los Angeles County Code relating to post government employment of County officials.

Investment Limitations

The Investment Office SHALL NOT invest in inverse floating rate notes, range notes, or interest only strips that are derived from a pool of mortgages.

The Investment Office SHALL NOT invest in any security that could result in zero interest if held to maturity.

For investment transactions in the PSI portfolio, the Investment Office SHALL obtain approval of the Treasurer before recognizing any loss exceeding \$100,000 per transaction, calculated using amortized cost.

Proceeds from the sale of notes or funds set aside for the repayment of notes SHALL NOT be invested for a term that exceeds the term of the notes. Funds from bond proceeds may be invested in accordance with Government Code Section 53601(m), which permits investment according to the statutory provisions governing the issuance of those bonds, or in lieu of any statutory provisions to the contrary, in accordance with the approved financing documents for the issuance.

Consideration of Environmental, Social, and Corporate Governance (ESG) Scores

The Treasurer considers that environmental, social and governance (ESG) factors may financially impact the safety, liquidity and yield of investment opportunities. The Treasurer therefore may pursue pragmatic and cost-effective means to consider such factors to fulfill the objectives set forth for the PSI Portfolio.

The Treasurer may also seek to further the County's sustainability goals and enhance the transition to a green economy, consistent with the County's Sustainability Plan, OurCounty, in its investment decisions, as long as such investments achieve substantially equivalent safety, liquidity and yield compared to other investment opportunities.

Permitted Investments

Permitted Investments SHALL be limited to the following:

A. Obligations of the U.S. Government, its agencies and instrumentalities

1. Maximum maturity: None.
2. Maximum total par value: None.
3. Maximum par value per issuer: None.
4. Federal agencies: Additional limits in Section G apply if investments are Floating Rate Instruments.

B. Municipal Obligations from the approved list of municipalities (Attachment IV)

1. Maximum maturity: As limited in Attachment IV.
2. Maximum total par value: 10% of the PSI portfolio.

C. Asset-Backed Securities

1. Maximum maturity: Five years.
2. Maximum total par value: 20% of the PSI portfolio.

3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
4. All Asset-Backed securities must be rated in a rating category of "AA" or its equivalent or better rating and the issuer's corporate debt rating must be in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO).

D. Bankers' Acceptance Domestic and Foreign

1. Maximum maturity: 180 days and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. The aggregate total of Bankers' Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
 - a) The total shareholders' equity of depository bank.
 - b) The total net worth of depository bank.

E. Negotiable Certificates of Deposit (CD)

1. Maximum maturity: Three years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: Aggregate total of Domestic and Euro CD's are limited to 30% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Must be issued by:
 - a) National or State-chartered bank, or
 - b) Savings association or Federal association, or

- c) Federal or State credit union, or
 - d) Federally licensed or State-licensed branch of a foreign bank.
5. Euro CD's:
- a) Maximum maturity: One year and limits outlined in Attachment I for issuer's current credit rating.
 - b) Maximum total par value: 10% of the PSI portfolio.
 - c) Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.
 - d) Limited to London branch of National or State-chartered banks.
6. The aggregate total of Bankers Acceptances and Negotiable Certificates of Deposits SHALL NOT exceed:
- a) The total shareholders' equity of depository bank.
 - b) The total net worth of the depository bank.

F. Corporate and Depository Notes

- 1. Maximum maturity: Three years and limits outlined in Attachment I for the issuer's current credit rating.
- 2. Maximum total par value: 30% of the PSI portfolio.
- 3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
- 4. Notes MUST be issued by:
 - a) Corporations organized and operating within the U.S.
 - b) Depository institutions licensed by the U.S or any State and operating within the U.S.
- 5. Additional limits in Section G apply if note is a Floating Rate Note Instrument.

G. Floating Rate Notes

Floating Rate Notes included in this category are defined as any instrument that has a coupon or interest rate that is adjusted periodically due to changes in a base or benchmark rate.

1. Maximum maturity: Seven years, provided that Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 million par value may be greater than five years to maturity.
2. Maximum total par value: 10% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for the issuer's current credit rating.
4. Benchmarks SHALL be limited to commercially available U.S. dollar denominated indexes.
5. The Investment Office SHALL obtain the prospectus or the issuer term sheet prior to purchase for all Floating Rate Notes and SHALL include the following on the trade ticket:
 - a) Specific basis for the benchmark rate.
 - b) Specific computation for the benchmark rate.
 - c) Specific reset period.
 - d) Notation of any put or call provisions.

H. Commercial Paper

1. Maximum maturity: 270 days and limits outlined in Attachment I for the issuer's current credit rating.
2. Maximum total par value: 40% of the PSI portfolio.
3. Maximum par value per issuer: The lesser of 10% of the PSI portfolio or the limits outlined in Attachment I for the issuer's current credit rating.
4. Credit: Issuing Corporation - Commercial paper of "prime" quality of the

highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):

a) The entity meets the following criteria:

- 1) Is organized and operating in the U.S. as a general corporation.
- 2) Has total assets in excess of \$500 million.
- 3) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a NRSRO.

b) The entity meets the following criteria:

- 1) Is organized in the U.S. as a Limited Liability Company or Special Purpose Corporation.
- 2) Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.
- 3) Has commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

I. Shares of Beneficial Interest

1. Money Market Fund (MMF) - Shares of beneficial interest issued by diversified management companies known as money market mutual funds, registered with the Securities and Exchange Commission in accordance with Section 270.2a-7 of Title 17 of the Code of Federal Regulation. The company SHALL have met either of the following criteria:

- a) Attained the highest possible rating by not less than two NRSROs.
- b) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized in Government Code Section 53601 and with assets under management in excess of five hundred million dollars (\$500,000,000).

Maximum total par value: 15% of the PSI portfolio. However, no more than 10% of the PSI may be invested in any one fund.

2. State of California's Local Agency Investment Fund (LAIF) pursuant to Government Code Section 16429.1.
3. Trust Investments – Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in securities and obligations authorized in Section 53601 (a) to (o) of the Government Code. To be eligible, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
 - a) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b) The adviser has not less than five years of experience investing in the securities and obligations authorized in Section 53601 (a) to (o) of the Government Code.
 - c) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

J. Repurchase Agreement

1. Maximum maturity: 30 days.
2. Maximum total par value: \$1 billion.
3. Maximum par value per dealer: \$500 million.
4. Agreements must be in accordance with approved written master repurchase agreement.
5. Agreements must be fully secured by obligations of the U.S. Government, its agencies and instrumentalities. The market value of these obligations that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities and the value shall be adjusted no less than monthly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102% no later than the next business day. If a repurchase agreement matures the next business day after purchase, the repurchase agreement is not out of compliance with this collateralization requirement if the value of the collateral falls below the 102% requirement at the close of business on settlement date.

K. Reverse Repurchase Agreement

1. Maximum term: One year.
2. Maximum total par value: \$500 million. Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Maximum par value per broker: \$250 million.
4. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
5. Agreements SHALL only be made for the purpose of enhancing investment revenue.
6. Agreements must be in accordance with approved written master repurchase agreement.
7. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.
8. The security to be sold on a reverse repurchase agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
9. The proceeds of the reverse repurchase agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
10. The proceeds of the reverse repurchase agreement SHALL be invested in instruments with maturities occurring at or before the maturity of the reverse repurchase agreement.
11. In no instance SHALL the investment from the proceeds of a reverse repurchase agreement be sold as part of a subsequent reverse repurchase agreement.

L. Forwards, Futures and Options

Forward contracts are customized contracts traded in the Over The Counter Market where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Future contracts are standardized contracts traded on recognized exchanges where the holder of the contract is OBLIGATED to buy or sell a specific amount of an underlying asset at a specific price on a specific future date.

Option contracts are those traded in either the Over The Counter Market or recognized exchanges where the purchaser has the RIGHT but not the obligation to buy or sell a specific amount of an underlying asset at a specific price within a specific time period.

1. Maximum maturity: 90 days.
2. Maximum aggregate par value: \$100 million.
3. Maximum par value per counterparty: \$50 million. Counterparties for Forward and Option Contracts limited to those on the approved Treasurer and Tax Collector list and must be rated "A" or better from at least one nationally recognized rating agency.
4. The underlying securities SHALL be an obligation of the U.S. Government and its agencies and instrumentalities.
5. Premiums paid to an option seller SHALL be recognized as an option loss at the time the premium is paid and SHALL not exceed \$100,000 for each occurrence or exceed a total of \$250,000 in any one quarter. Premiums received from an option purchase SHALL be recognized as an option gain at the time the premium is received.
6. Complex or hybrid forwards, futures or options defined as agreements combining two or more categories are prohibited unless specific written approval of the Treasurer is obtained PRIOR to entering into the agreement.
7. Open forward, future, and option contracts SHALL be marked to market weekly and a report SHALL be prepared by the Internal Controls Branch.
8. In conjunction with the sale of bonds, the Treasurer MAY authorize

exceptions to maturity and par value limits for forwards, futures and options.

M. Interest Rate Swaps

Interest Rate Swaps SHALL be used only in conjunction with the sale of bonds approved by the Board of Supervisors. In accordance with Government Code Section 53534, these agreements SHALL be made only if all bonds are rated in one of the three highest rating categories by two nationally recognized rating agencies and only upon receipt, from any rating agency rating the bonds, of written evidence that the agreement will not adversely affect the rating.

Further, the counterparty to such an agreement SHALL be rated "A" or better from at least one nationally recognized rating agency selected by the Treasurer, or the counterparty SHALL provide an irrevocable letter of credit from an institution rated "A" or better from at least one nationally recognized rating agency acceptable to the Treasurer.

N. Securities Lending Agreement

Securities lending agreements are agreements under which the Treasurer agrees to transfer securities to a borrower who, in turn agrees to provide collateral to the Treasurer. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the Treasurer in return for the collateral.

1. Maximum term: 180 days.
2. Maximum par value: Maximum par value is limited to a combined total of reverse repurchase agreements and securities lending agreements of 20% of the base value of the portfolio.
3. Dealers limited to those primary dealers or those Nationally or State chartered banks that have a significant banking relationship with the County as defined in Government Code Section 53601(j)(4)(B) approved specifically by the Treasurer.
4. Agreements SHALL only be made for the purpose of enhancing investment revenue.
5. Securities eligible to be sold with a simultaneous agreement to repurchase SHALL be limited to obligations of the U.S. Government and its agencies and instrumentalities.

6. The security to be sold on securities lending agreement SHALL have been owned and fully paid for by the Treasurer for a minimum of 30 days prior to sale.
7. The proceeds of the securities lending agreement SHALL be invested in authorized instruments with a maturity less than 92 days unless the agreement includes a codicil guaranteeing a minimum earning or spread to maturity.
8. In no instance SHALL the investment from the proceeds of a securities lending agreement be sold as part of a subsequent reverse repurchase agreement or securities lending agreement.

O. Supranationals

Supranationals are multilateral lending institutions that provide development financing, advisory services and other financial services to their member countries to promote improved living standards through sustainable economic growth.

Supranational investments are U.S. dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by any of the supranational institutions identified in Government Code Section 53601(q), with a maximum remaining maturity of five years or less, and which are eligible for purchase and sale within the United States. Supranational investments shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO and shall not exceed 30% of the PSI portfolio.

1. Maximum maturity: Five years and limits outlined in Attachment I for issuer's current credit rating.
2. Maximum total par value: 30% of the PSI portfolio.
3. Maximum par value per issuer: Per limits outlined in Attachment I for issuer's current credit rating.

Permitted Investments are also subject to limitation based on the ESG score of individual issuers in comparison to the ESG score of the issuer's business sector, as rated by Sustainalytics. The limitation methodology is shown in Attachment II.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-a.

**MINIMUM CREDIT RATING
DOMESTIC ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM
		A-1/AA	P-1/Aa	F1/AA	\$600MM
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$750MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$600MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$450MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-b.

**MINIMUM CREDIT RATING
FOREIGN ISSUERS**

Investment Type	Maximum Maturity	Issuer Rating (1)			Investment Limit
		S&P Global	Moody's Analytics	Fitch Ratings	
Bankers' Acceptance	180 days	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM
		A-1/AA	P-1/Aa	F1/AA	\$450MM
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days.
Certificates of Deposit	3 years	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days
Corporate Notes, Asset Backed Securities (ABS) and Floating Rate Notes (FRN)	Corporate: 3 years ABS: 5 years FRN: 5 years (2)	A-1/AAA	P-1/Aaa	F1/AAA	\$600MM, of which 50% may be over 180
		A-1/AA	P-1/Aa	F1/AA	\$450MM, of which 50% may be over 180
		A-1/A	P-1/A	F1/A	\$300MM, of which 50% may be over 90 days to a maximum of 180 days

Notes:

- (1) All issuers must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Seven years, if Board of Supervisors' authorization to exceed maturities in excess of five years is in effect, of which a maximum of \$100 MM (million) par value may be greater than five years to maturity.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-c.

**MINIMUM CREDIT RATING
SUPRANATIONAL ISSUERS**

Issuer Rating (1)			Investment Limit (2)
S&P Global	Moody's Analytics	Fitch Ratings	
AAA	Aaa	aaa	30% of PSI Portfolio, of which 20% of the PSI Portfolio may be between 2 and 5 years.
AA	Aa	aa	20% of PSI Portfolio, of which 10% of the PSI Portfolio may be between 2 and 5 years.

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) Maximum combined par value for all issuers is limited to 30% of the PSI portfolio.

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT I-d.

**MINIMUM CREDIT RATING
COMMERCIAL PAPER**

Maximum Maturity	Issuer Rating (1) (2)			Investment Limit (3)
	S&P Global	Moody's Analytics	Fitch Ratings	
270 days	A-1	P-1	F1	\$1.5 Billion

Notes:

- (1) The issuer must attain the required ratings from at least two of the three Nationally Recognized Statistical Rating Organizations (S&P Global, Moody's Analytics, and Fitch Ratings).
- (2) If an issuer has a long-term rating, it must be rated in a rating category of "A" or its equivalent or higher.
- (3) Maximum combined par value for all issuers is limited to 40% of the PSI portfolio.

**ENVIRONMENTAL, SOCIAL, AND CORPORATE GOVERNANCE (ESG) SCORE
IMPACT ON INVESTMENT LIMITS**

If an issuer's Sustainalytics ESG score is lower than the median Sustainalytics ESG score of its business sector, investment limits will be subject to the following investment limit reductions:

Score Differential	Percentage Reduction of Investment Limit
≤ 5 points lower	0%
$5 \leq 10$ points lower	15%
$10 \leq 20$ points lower	30%
> 20 points lower	50%

County of Los Angeles
Treasurer and Tax Collector
Investment Policy
ATTACHMENT III

**LIMITATION CALCULATION FOR
INTERMEDIATE-TERM, MEDIUM-TERM AND LONG-TERM HOLDINGS
(Actual \$)**

Average Investment Balance and Available Cash (1)	\$39,372,244,965
Less:	
▪ 50% of Discretionary Deposits (1)	(\$1,811,102,005)
Average Available Balance	\$37,561,122,960
Multiplied by the Percent Available for Investment Over One Year	75%
Equals the Available Balance for Investment Over One Year	\$28,170,842,220
Intermediate-Term (From 1 to 3 Years) ▪ One-third of the Available Balance for Investment	\$9,390,280,740
Medium-Term and Long-Term (Greater Than 3 Years) ▪ Two-thirds of Available Balance for Investment (2)	\$18,780,561,480

(1) 36 Month Average from December 2019 to November 2022.

(2) Any unused portion of the Medium-Term and Long-Term available balance may be used for Intermediate-Term investments.

APPROVED LIST OF MUNICIPAL OBLIGATIONS

1. Any obligation issued or caused to be issued by the County of Los Angeles on its behalf or on behalf of other Los Angeles County affiliates. If on behalf of other Los Angeles County affiliates, the affiliate must have a minimum rating of “A3” (Moody’s Analytics) or “A-” (S&P Global or Fitch Ratings). The maximum maturity is limited to 30 years.
2. Any short- or medium-term obligation issued by the State of California or a California local agency with a minimum Moody’s Analytics rating of “MIG-1” or “A2” or a minimum S&P Global rating of “SP-1” or “A.” Maximum maturity limited to five years.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/1/2023							
BOARD MEETING DATE	3/21/2023							
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th							
DEPARTMENT(S)	Department of Human Resources (DHR)							
SUBJECT	Approval of Amended Civil Service Rule 9 - Medical Standards for Employment							
PROGRAM	DHR - Occupational Health Program							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: No increase to cost</td><td style="width: 50%;">Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: The proposed revisions to Civil Service Rule (CSR) 9 will have no impact to current County operations.</td></tr> </table>		Total cost: No increase to cost	Funding source:	TERMS (if applicable): N/A		Explanation: The proposed revisions to Civil Service Rule (CSR) 9 will have no impact to current County operations.	
Total cost: No increase to cost	Funding source:							
TERMS (if applicable): N/A								
Explanation: The proposed revisions to Civil Service Rule (CSR) 9 will have no impact to current County operations.								
PURPOSE OF REQUEST	The County's CSRs have remained largely unchanged over the past 30 years, during which time legal requirements and best practices in the field of disability management have progressed. The Board's approval of the proposed amendments to CSR 9 is necessary to ensure that the County's medical standards remain in alignment with existing, and future, laws and regulations.							
BACKGROUND (include internal/external issues that may exist including any related motions)	CSR 9 – <i>Medical Standards for Employment</i> , authorizes the Director of Personnel to establish medical standards for County employment to ensure that employees are able to meet the physical, psychological, and environmental demands of their function. Employment law, particularly the rules and regulations that oversee disability management and accommodations, is an ever-evolving field. Revisions to CSR 9 are now needed to align the County's authorities with current State and federal laws and regulations and to set the County up for continued compliance in years to come. The proposed revisions to CSR 9 have been presented to Labor through numerous consultations with CEO – Employee Relations, DHR and County Counsel.							
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> ▪ Maggie Martinez, Assistant Director, (213) 351-2921, mmartinez@hr.lacounty.gov ▪ Dr. Sepideh Souris, Senior HR Manager, (213) 433-7222, ssouris@hr.lacounty.gov ▪ David M. Morfin, Senior HR Manager, (213) 400-5589, DMorfin@hr.lacounty.gov 							



COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS

KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

BRANCH OFFICE

510 S. VERMONT AVENUE, 12TH FLOOR • LOS ANGELES, CALIFORNIA 90020
(213) 866-5846 • FAX (213) 637-0821

LISA M. GARRETT
DIRECTOR OF PERSONNEL

March 21, 2023

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 AMENDED CIVIL SERVICE RULE 9 - MEDICAL STANDARDS FOR EMPLOYMENT (ALL DISTRICTS) (3 VOTES)

SUBJECT

Approve the proposed amendments to County of Los Angeles – Code of Ordinances (County Code) Title 5 – Personnel, Appendix 1 – Civil Service Rules, relating to medical standards for employment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the accompanying ordinance amending Title 5 – Personnel, Appendix 1 of the County Code to clarify the Director of Personnel's authority to establish and enforce medical standards for County employment.
2. Instruct the Executive Officer of the Board to place the ordinance on the next scheduled public hearing agenda for final adoption and provide notice of the public hearing in accordance with Civil Service Rule 26.02.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Civil Service Rules (Rules), as established by Section 35 of the County Charter, advance Merit System Standards by establishing uniform, fair, and impartial standards for applicants and employees within the County's classified service. Rule 9 – *Medical Standards for Employment*, in particular, serves as the County's primary local authority for employment-related matters that are medical in nature. Specifically, this Rule authorizes the Director of Personnel to establish appropriate medical standards to ensure applicants and employees are able to meet the physical, psychological, and

environmental demands of the position and grants appeals rights for decisions made under the standards established by this Rule. The provisions of Rule 9 have remained in place without revision since 1988, during which time legal requirements and best practices in the field of disability management have evolved.

Following the transition of the County's Occupational Health and Leave Management Division, which oversees the implementation of medical standards under Rule 9, from the Chief Executive Office (CEO) to the Department of Human Resources (DHR) in 2016, DHR engaged in a thorough review of the County's medical standard and disability management processes. This review, which was conducted in consultation with County stakeholders, an outside subject matter expert consultant, and County Counsel, resulted in a reengineering of the Countywide Disability Management and Compliance program to better align the County with the Americans with Disabilities Act (ADA) and the California Civil Rights Department regulations. Due to the evolving nature of employment law, it was determined that amendments to Rule 9 were necessary to ensure that the County's authorities remain in alignment with existing, and future, laws and regulations.

Accordingly, the accompanying ordinance amends Rule 9 by:

- Acknowledging that all County medical standards comply with applicable State and federal law, most notably the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (FEHA), and applicable implementing regulations.
- Clarifying that if medical standards established under the Rule conflict or contravene the provisions of applicable federal or California laws or regulations in any way, those laws or regulations prevail.
- Striking existing language in the Rule that prescribes the medical examination, review of medical findings, determination of qualifications, and accommodation of incapacitated employees and applicants. This language will be replaced by four new Countywide policies issued by the Director of Personnel. By moving this content into the County's Human Resources Policy Manual, the County will be able to more efficiently adapt its processes, if needed, to applicable laws or regulations. The development of new Countywide policies on the medical standards previously outlined in Rule 9 will also allow for more detailed guidance to be provided to applicants, employees, and departments than is available through the Rules. It is anticipated that the additional guidance will result in greater consistency in the application of disability management procedures across all County departments.

As summarized above, the Board's approval of the proposed amendments to Rule 9 is necessary to best ensure that the County's medical standards align with current and future provisions of applicable State and federal laws and regulations.

FISCAL IMPACT/FINANCING

No additional funding is required.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed amendment to Title 5 – Personnel, Appendix 1 furthers 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*.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The accompanying ordinance implementing amendments to Title 5 – Personnel, Appendix 1, Civil Service Rule 9 has been approved as to form by County Counsel.

Beginning in 2019, the CEO, DHR, and County Counsel engaged in multiple consultations with the County's labor partners on the recommended amendments to the County Code and related Countywide policies and operational procedures. The County will continue to engage in conversations with labor, as needed, on the impacts of the amended Rule.

In accordance with the County Charter, amendments to the Civil Service Rules may be adopted by the Board of Supervisors after a public hearing. It is therefore recommended that the accompanying ordinance be placed on the next scheduled public hearing agenda for introduction and adoption.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendments to Rule 9 will allow the County to more efficiently adjust the medical standards for employment, if necessary, to align with subsequent revisions to State or federal law.

No impact to current services or projects is anticipated.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:PAM:JAWT
DMM:lr

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Chief Executive Office – Employee Relations



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 972-5707
FACSIMILE
(213) 626-5578
TDD
(213) 633-0901

DAWYN R. HARRISON
Interim County Counsel

January 25, 2023

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

Re: Ordinance Amending Title 5 – Personnel, Appendix 1 (Civil Service Rules), of the Los Angeles County Code

Dear Supervisors:

As requested by your Board, our office prepared for your consideration the enclosed analysis and ordinance amending Title 5 – Personnel, Appendix 1 (Civil Service Rules), of the Los Angeles County Code, relating to medical standards for employment.

Very truly yours,

DAWYN R. HARRISON
Interim County Counsel

By

JOSHUA A. GOODMAN
Senior Deputy County Counsel
Labor & Employment Division

APPROVED AND RELEASED:

NICOLE DAVIS TINKHAM
Chief Deputy

JAG:bd

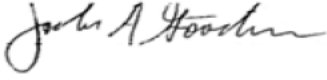
Enclosure

c: Fesia Davenport, Chief Executive Officer
Celia Zavala, Executive Officer, Board of Supervisors
Lisa Garrett, Director, Department of Human Resources

ANALYSIS

An ordinance amending Title 5 – Personnel, Appendix 1 (Civil Service Rules), of the Los Angeles County Code, relating to medical standards for employment.

DAWYN R. HARRISON
Interim County Counsel


By:
JOSHUA A. GOODMAN
Senior Deputy County Counsel
Labor & Employment Division

JAG:bd

Received: 12/27/22
Revised: 1/24/23

ORDINANCE NO. _____

An ordinance amending Title 5 – Personnel of the Los Angeles County Code relating to medical standards for employment.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Rule 9.01 is hereby amended to read as follows:

9.01 Purpose of ~~m~~Medical ~~s~~Standards.

The ~~d~~Director of ~~p~~Personnel, shall establish medical standards for ~~e~~County employment, ~~and shall specify the physical category of each classification in order to:~~ including but not limited to, standards for medical examinations and medical inquiries for applicants and employees. These standards shall comply with applicable federal and California law, most notably the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act, and applicable implementing regulations. Rights and responsibilities regarding medical standards, medical examinations, and medical inquiries are set forth in these laws, which may be consulted in that regard.

A. ~~— Ensure that proper consideration is given to the relationship between each person's health status and the physical, psychological and environmental demands of the duties such person is to perform; and~~

B. ~~— Select employees who can be expected to remain in a state of good health for a reasonable period of service, consistent with the economics of the retirement, sick leave, and other employee benefit programs.~~

SECTION 2. Rule 9.02 is hereby amended to read as follows:

9.02 Appeal of ~~r~~Regarding ~~m~~Medical ~~s~~Standards.

The appointing authority, employee, or applicant ~~for county employment who can provide medical evidence that a medical standard adopted by~~may appeal any decision made under this rule or the standards established under this rule to the d~~Director of p~~Personnel is unreasonable may submit this evidence to the director of personnel for review.for a final determination. Notwithstanding any other provision of these rules, the Director of Personnel's determination is final unless the employee or applicant, pursuant to Rule 4.01, appeals to the Commission.

SECTION 3. Rule 9.03 is hereby deleted in its entirety.

SECTION 4. Rule 9.04 is hereby deleted in its entirety.

SECTION 5. Rule 9.05 is hereby deleted in its entirety.

SECTION 6. Rule 9.06 is hereby deleted in its entirety.

SECTION 7. Rule 9.07 is hereby deleted in its entirety.

SECTION 8. Rule 9.08 is hereby deleted in its entirety.

[TITLE5APPDIX1RULE9JGCC]