



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICER
Fesia A. Davenport

**PUBLIC SAFETY
CLUSTER AGENDA REVIEW MEETING**

DATE: Wednesday, July 12, 2023
TIME: 9:30 a.m.

THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED UNDER THE BOARD OF SUPERVISORS' JUNE 27, 2023, ORDER SUSPENDING THE APPLICATION OF BOARD POLICY 3.055 UNTIL AUGUST 31, 2023.
TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996
ID: 169948309# [Click here to join the meeting](#)

AGENDA

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

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT**
- 3. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A.** Board Letter:
ACCEPT A GRANT AWARD FROM THE STANTON FOUNDATION FOR THE FALLEN K9 REPLACEMENT GRANT
Speaker(s): Jack Ewell and Oscar Barragan (Sheriff's)
 - B.** Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO ACCEPT FUNDING FROM THE CALIFORNIA VICTIM COMPENSATION BOARD FOR THE CRIMINAL RESTITUTION COMPACT FOR FISCAL YEARS 2023-24, 2024-25, AND 2025-26
Speaker(s): Tracy Anderson and Shaun Gipson (DA)

4. PRESENTATION/DISCUSSION ITEM(S):

- A.** Board Letter:
APPROVAL OF MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE
VIOLENT GANG TASK FORCE
Speaker(s): Andrew Cruz and Jennipher Baeza (Sheriff's)
- B.** Board Letter:
ACCEPT A GRANT SUBAWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES FOR FISCAL YEAR 2022-2023
Speaker(s): Oscar Barragan and Monica Moreno (Sheriff's)
- C.** Board Letter:
AGREEMENT WITH CALIFORNIA DEPARTMENT OF STATE HOSPITALS FOR
INCOMPETENCY TO STAND TRIAL REMOTE VIDEO RE-EVALUATION SERVICES
Speaker(s): Scott Goodwin and Jennipher Baeza (Sheriff's)
- D.** Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY TO ENTER INTO DATA USE AGREEMENT
WITH VARIOUS PUBLIC, PRIVATE, GOVERNMENTAL, OR EDUCATIONAL OR
INSTITUTIONS
Speaker(s): Kimberly Toney and Shaun Gipson (DA)
- E.** Board Briefing:
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR
GENERAL (OIG) PROBATION MONTHLY BRIEFING
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEM(S):

- A.** NONE

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

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

July 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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STANTON FOUNDATION
FOR THE FALLEN K9 REPLACEMENT GRANT
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval authorizing the Los Angeles County (County) Sheriff's Department (Department) to accept and execute a grant award in the amount of \$10,000 from the Stanton Foundation's Fallen K9 Replacement Grant (Grant). The purpose of the Grant is to help law enforcement agencies fund the purchase of a police dog (K9) within 12 months of the death of a K9. The Grant is non-competitive and available to any law enforcement agency in the United States.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept and execute the Grant in the amount of \$10,000 with no match requirement to purchase a replacement K9 during the grant period.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all documents including but not limited to purchase orders, invoices, and receipts necessary to satisfy the requirements of the Grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of this request is to accept grant funds to purchase a K9 to replace the Department's fallen K9 named "Jack," whose life was lost in the line of duty on December 22, 2022. Jack was a Patrol Special Weapons and Tactics (SWAT) K9. Since his passing, Jack's duties have been extended to other handlers and their K9s. The acceptance of this Grant will allow the Department to fully staff the SWAT K9 team and increase the ability to respond to incidents regarding barricaded and fleeing suspects felony calls.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan, Goal II.2.1 – Reduce Violence in Communities by developing comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence.

FISCAL IMPACT/FINANCING

Grant funds in the amount of up to \$10,000 will be used to purchase a K9, which will be registered as a capital asset. There is no matching fund requirement or impact on Net County Cost. The funding needed for Fiscal Year (FY) 2023-24 will be requested during the FY 2023-24 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Stanton Foundation was created by Dr. Frank Stanton, who was the president of "CBS Broadcasting Inc." from 1946 until 1972 and renowned for his love of dogs. The Stanton Foundation identifies canine welfare as one of its primary missions. The Grant Program is managed by retired Belmont (Massachusetts) Police Department Chief Richard J. McLaughlin, who contacted Lieutenant Alise Norman of the Department's Office of the Sheriff to extend his condolences upon learning of the loss of Jack, and to invite the Sheriff to apply for the Grant. Following the Stanton Foundation's acceptance of the application on April 5, 2023, the Department has six months to submit a reimbursement claim for the purchase of Jack's replacement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Accepting the Grant funding will restore the Department's capacity to serve the residents of Los Angeles County by replacing the K9 whose life was lost in the line of duty.

The Honorable Board of Supervisors
July 25, 2023
Page 3

CONCLUSION

Upon Board approval, please return a certified copy of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

DRAFT

RGL:JT:CM:om
(Financial Programs Bureau – Grants Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Oscar O. Barragan, Captain, Special Enforcement Bureau (SEB)
David E. Culver, Director, Financial Programs Bureau
Lina D. Corvera, Assistant Director, FPB
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Diane L. Stone, Administrative Services Manager (ASM) III, FPB, Grants Unit
Kristine D. Corrales, Deputy, ASD
Monica Moreno, ASM I, FPB, Grants Unit
Olivia Morales, Operations Assistant III, FPB, Grants Unit
(Grants - Stanton Foundation-Fallen K9 Replacement 07-25-23)

Fallen K9 Replacement Grant

Fact Sheet

The Fallen K9 Replacement grant is funded through the Stanton Foundation and is a non-competitive program directed toward any police department in the United States. This grant will fund the purchase of a replacement K9 for the Los Angeles Sheriff's Department. This is the first time applying for this grant. Our application has been accepted by the Stanton Foundation on 04/05/23.

Program Title	Fallen K9 Replacement Grant		
Grant Award Number	None		
Funding Agency	The Stanton Foundation		
Funding Agency Type	Other		
Proposed Funding	\$10,000		
Grant Award Amount	\$10,000	Match	None
Grant Period	12/22/22 to 12/21/23 (12 months after the death of the canine)		
Primary Benefiting Unit	Special Enforcement Bureau		
Grant Analyst	Olivia Morales		
Previous Award	None		

Budget:	\$10,000	Breakdown:	Capital Assets:	\$10,000
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Funding Agency's Due Date	Thursday, October 5, 2023
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Document's Included:

- Board Letter

Reference Documents:

- Email from Stanton Foundation Chief Richard McLaughlin – Application Acceptance
- Email from Diane Stone regarding cost of K9 and training
- Email from Michelle Jackson approving the Board Letter
- Email from Budget Analyst Gloria Mendizabal with amendments
- Approved Application Cover Sheet
- Grant Guidelines



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

July 25, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO ACCEPT FUNDING
FROM THE CALIFORNIA VICTIM COMPENSATION BOARD
FOR THE CRIMINAL RESTITUTION COMPACT
FOR FISCAL YEARS 2023-24, 2024-25, AND 2025-26
ALL DISTRICTS (3 VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (LADA) is requesting authority to enter into an agreement with the California Victim Compensation Board (CalVCB), and to accept grant funds in the amount of \$1,260,006 for the period of July 1, 2023, through June 30, 2026, to continue the Criminal Restitution Compact (CRC). This program provides services to ensure appropriate restitution orders are in place for all offenders at the time of sentencing in criminal court and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt and affix a wet, stamp, or electronic signature to the attached Resolution authorizing LADA to enter into an Agreement with the State of California, CalVCB, and to accept the CRC funding in the amount of \$1,260,006 for the period July 1, 2023, through June 30, 2026.
2. Authorize the District Attorney, or his designee to serve as Project Director for the CRC, sign and approve revisions, amendments, and extensions that do not increase the Net County Cost of the Agreement and terminate for convenience when it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement (copy attached) allows the LADA to seek imposition of restitution orders for criminal offenders at the time of sentencing in criminal court in all appropriate cases in accordance with

applicable statutes and specifications of the Agreement. The LADA also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim and works to recoup monies from defendants that were made payable to crime victims by the CalVCB to assist in medical and burial expenses. CalVCB has allocated funding to the DA for over a decade for this program.

As part of the Agreement, the State requires the adoption of the enclosed Resolution, which has been approved as form by County Counsel.

IMPLEMENTATION OF STRATEGIC GOALS

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The total CalVCB Agreement is \$420,002 for Fiscal Year (FY) 2023-24, \$420,002 for FY 2024-25, and \$420,002 for FY 2025-26. Funding is included in the LADA's FY 2023-24 budget. Funding for FYs 2024-25 and 2025-26 will be requested in future budget years.

If funding for this program were to be terminated, an evaluation would be conducted to determine if the program would be discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LADA has continually worked to ensure that restitution orders are properly administered. The LADA's CRC staff assisted prosecutors to obtain restitution orders payable to the State of California CalVCB at \$2.6 million in FY 2017-18 and at \$1.9 million in FY 2018-19. These pre-pandemic stats are noted to more accurately demonstrate program activity during normal circumstances.

Budgeted program staff, consisting of four Paralegals and one Legal Office Support Assistant II, work with the County criminal justice system to ensure that restitution orders are requested in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. This includes monitoring claims associated with restitution orders, as well as conducting training and outreach regarding restitution to prosecutors and agencies in the County. Additionally, the Paralegals serve as a County resource on restitution issues, statutes, and case law, and may assist victims in obtaining restitution orders for losses incurred as a direct result of a crime.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board letter and a copy of the approved Resolution with a signature, to Talin Keledjian, Los Angeles County District Attorney's Office, Grants and Contracts Services Section, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at tkeledjian@da.lacounty.gov.

Respectfully submitted,

George Gascón
District Attorney

tk

Attachments

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

Department:	DISTRICT ATTORNEY'S OFFICE
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Criminal Restitution Compact (CRC) program provides services to ensure appropriate restitution orders are in place for all offenders at the time of sentencing in criminal court, and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim. The District Attorney's Office (LADA) also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim and works to recoup monies from defendants that were made payable to crime victims by the California Victim Compensation Board (CalVCB) to assist in medical and burial expenses. CalVCB has allocated funding to the LADA for over two decades for this program.

Total Amount of Grant Funding:		\$1,260,006	County Match:	\$0
Grant Period	Begin Date:		July 1, 2023	End Date:
				June 30, 2026
Number of Personnel Hired Under This Grant		Full Time:	5	Part Time:
				0

None

6-13-23

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-021

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR NAME

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

JULY 1, 2023

THROUGH END DATE

JUNE 30, 2026

3. The maximum amount of this Agreement is:

\$1,260,006.00 (ONE MILLION, TWO HUNDRED SIXTY THOUSAND, SIX DOLLARS AND ZERO CENTS)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	SCOPE OF WORK	6
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS	5
Exhibit B-1	BUDGET WORKSHEET	1
Exhibit C *	GENERAL TERMS AND CONDITIONS	GTC 04/2017
Exhibit D	SPECIAL TERMS AND CONDITIONS	11
Attachment 1	CRC PERFORMANCE PLAN MONTHLY	5
Attachment 2	CRC SPECIALIST MONTHLY ACTIVITY TIMESHEET	1
Attachment 3	MONTHLY ACTIVITY AND INVOICE FACT SHEET	1
Attachment 4	CALVCB CONFIDENTIALITY STATEMENT AND CERTIFICATION	3
Attachment 5	ACCEPTABLE USE OF TECHNOLOGY RESOURCES	5
Attachment 6	INFORMATION SYSTEMS SECURITY AND CONFIDENTIALITY ACKNOWLEDGMENT	2
Attachment 7	ACKNOWLEDGMENT OF POLICIES	1
Attachment 8	INFORMATION SECURITY POLICY	6
Attachment 9	PRIVACY POLICY	4
Attachment 10	PASSWORD POLICY	6
Attachment 11	COUNTY INVENTORY FORM	2
Attachment 12	BOARD RESOLUTION	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-021

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS

211 W. TEMPLE STREET, SUITE 100

CITY

LOS ANGELES

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

George Gascón

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6-13-23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTING AGENCY ADDRESS

400 R STREET SUITE 400

CITY

SACRAMENTO

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

LYNDA GLEDHILL

TITLE

EXECUTIVE OFFICER

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

1. This Agreement is entered between Los Angeles County District Attorney's Office (Contractor or District Attorney's Office) and the California Victim Compensation Board (CalVCB).
2. The purpose of this Agreement is to increase the amount of restitution imposed on CalVCB's behalf. This Criminal Restitution Compact (CRC) contract assists in funding the work of CRC Specialists (hereinafter, "Specialist") in Los Angeles County District Attorney's Office who assist with the imposition of restitution on behalf of CalVCB for benefits paid to victims. This work helps maintain the health of the Restitution Fund for future victims.
3. Services shall be provided during the term of July 1, 2023, or upon final approval from the CalVCB, whichever occurs later, through June 30, 2026. No work shall begin before that time. The services shall be provided during the working hours of 8:00 AM through 5:00 PM, Monday through Friday, excluding State holidays. The parties may amend this Agreement as permitted by law.
4. The services shall be performed throughout the State of California at designated sites as agreed upon by CalVCB and Contractor.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

CONTRACTING AGENCY	CONTRACTOR
California Victim Compensation Board	Los Angeles County District Attorney's Office
Attention: Kim L. Gauthier, Chief Counsel	Attention: Tracy Anderson
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 211 W. Temple Street, Suite 100, Los Angeles, CA 90012
Phone: 916-491-3507	Phone: (626) 927-2512
Fax: 916-491-6441	Fax: (213) 633-0906
Email: CriminalRestitutionCompact@victims.ca.gov	Email: Tanderson@da.lacounty.gov

**EXHIBIT A
SCOPE OF WORK**

For additional information, direct your inquiries to:

CalVCB	CONTACT INFORMATION
Genoveva Manzo, CRC Analyst	Email: Genoveva.Manzo@victims.ca.gov Phone: (916) 491-3851
Marjorie Rogers, CRC Analyst	Email: Marjorie.Rogers@victims.ca.gov Phone: (916) 491-3707
Gabriella Bellamy, CRC Analyst	Email: Gabriella.Bellamy@victims.ca.gov Phone: (916) 491-3671
Philippa Belliveau, CRC Unit Manager	Email: Philippa.Belliveau@victims.ca.gov Phone: (916) 491-3546
Custodian of Records	Email: custodianofrecords@victims.ca.gov

6. Either party may change any portion of the above contact information by providing thirty (30) days written notice of the change to the other party. No amendment of this agreement is needed to make such a change.
7. Contractor agrees to provide all labor, materials and incidentals necessary to provide the services described in this Agreement.
8. The CalVCB and the District Attorney's Office agree:
 - A. The Specialist shall assist the prosecuting attorney to ensure proper imposition of the following:
 - 1) Restitution orders in all cases involving an applicant who has filed an application with CalVCB and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - 2) Restitution fines on all convicted offenders;
 - 3) Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - 4) Diversion restitution fees in all cases in which the offender is diverted;
 - 5) Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - 6) Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and

EXHIBIT A
SCOPE OF WORK

- 7) Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- B. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
 - C. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney (DDA), and agreed to by CalVCB.
 - D. The District Attorney's Office (or their designee) and CalVCB's Executive Officer (or their designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
 - E. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with CalVCB as they proceed through the adult and juvenile criminal justice systems. The Specialist must immediately contact CalVCB's CRC Analyst with specific information to prevent any potential overpayments on initial or subsequent applications if it is discovered the victim, derivative victim, or applicant is no longer eligible as defined under Government Code sections 13954 and/or 13956, including but not limited to any of the following reasons:
 - 1) Involvement in the crime
 - 2) Lack of cooperation with law enforcement or CalVCB
 - 3) Convicted of a violent felony or required to register as a sex offender (Penal Code section 290 registrants).
 - F. The DDA assigned to prosecute the criminal case, or their designee, may complete and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may have submitted an application for services to CalVCB. The Specialist may disclose, pre-conviction, the applicant's name, category of expense, and the amount of compensation disbursed for each victim in a pending, criminal case. Such disclosure is limited to either the district attorney or probation department upon written request. If either the DDA or defense desires additional information regarding the application or services provided prior to the conviction of an offender, they must personally serve a subpoena on CalVCB at 400 R Street, Sacramento, CA 95811. After the associated offender has entered a guilty plea or been convicted, the Specialist shall provide the District Attorney's Office with the amount of assistance granted by CalVCB, if any, for the purpose of obtaining a restitution order.

EXHIBIT A
SCOPE OF WORK

- G. The District Attorney's Office shall submit CalVCB's payment information (initial and subsequent), as described under SOW (Exhibit A) to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which CalVCB has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if CalVCB has not made a payment on the associated application(s)).
- H. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide CalVCB's payment information and request the probation department include the information in the PSI. The Specialist shall contact parole, probation, or other supervising post-release agencies to modify orders.
- I. The Specialist shall enter into CalVCB's Compensation and Restitution Computer System's (Cares2) Criminal Disposition Tracking System (CDTS), the final disposition status of juvenile and/or adult criminal cases associated with applications filed with CalVCB within thirty (30) calendar days of the judge imposing the restitution order and fine. This deliverable may be used to assess a CRC's effectiveness, and failure to enter the information may impact current and future contract funding.
- J. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110 and/or Minute Order) is uploaded to CDTS and forwarded to the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS) at P.O. Box 942883, Sacramento, CA 94283-0001, or the local collection entity.
- K. The Specialist is required to scan and upload to CDTS the Pre-Conviction Disclosure Form, the Restitution Request Form, and other documents relevant to the restitution order and fine. Additionally, the Specialist is required to use the "Notes" feature in CDTS to document the status of the case.
- L. The Specialist shall monitor in Cares2 CalVCB's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via CDTS in the Post-Disposition Follow-Up Queue. CalVCB's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to

EXHIBIT A
SCOPE OF WORK

have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested.

- M. The Specialist shall notify CalVCB when they decline to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.00. The Specialist shall provide the following information to CalVCB's CRC Unit at CriminalRestitutionCompact@victims.ca.gov:
- 1) Application ID
 - 2) Defendant Name
 - 3) Court Case Number
 - 4) Sentencing Date
 - 5) Restitution Amount
 - 6) Reason a removal order was not sought
 - 7) Whether the trial court retained jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date
- N. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist will upload the amended CR-110, Abstract of Judgment, and/or Minute Order to CDTs and forward a copy to the CDCR-OVSRS at P.O. Box 942883, Sacramento, CA 94283-0001, or the local collection entity.
- O. The Specialist shall notify CalVCB's CRC Analyst, upon discovery, that the applicant filed a civil suit, vehicle insurance claim, workers' compensation claim, or any other type of recovery that could be used to offset losses the applicant incurred as a direct result of the crime.
- P. The Specialist shall respond to CalVCB on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine, order and offender information.
- Q. The Specialist shall respond to CalVCB's COR on restitution-related matters and/or CalVCB's Hearing and Appeals staff within three (3) business days of a request.
- R. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to identify and discuss ways to ensure the collection of, as well as increase the collections of, restitution orders and fines.

EXHIBIT A
SCOPE OF WORK

- S. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
 - T. The Specialist and their supervisor shall review and acknowledge all CalVCB policies as referenced in Special Terms and Conditions (Exhibit D) and attachments outlined on the front cover of this contract (STD 213), in accordance with the duties being performed under this contract.
 - U. The Specialist must perform the work described in the SOW (Exhibit A). The Specialist shall document their time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet (Attachment 2). The District Attorney's Office shall bill CalVCB only for the actual percentage of time the Specialist dedicates to CalVCB activities. Actual time is the time spent on CRC contract duties. This time includes vacation, sick, holidays or annual leave hours only if the staff person accrued the leave during the time the staff person was performing the functions described in this contract. Other time, including but not limited to, jury duty and industrial leave are not considered time worked on this contract and are to be paid by the county.
9. If there is any conflict between Attachments 1 through 12, and any provisions in the STD 213 Agreement, including Exhibits A, B, B-1, C, and D, the provisions in the Agreement shall prevail over the Attachments.

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, CalVCB agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the Budget Worksheet (Exhibit B-1).
- B. Invoices shall include the Agreement Number S23-021 and shall be submitted, upon completion of the invoice to: accountingmailbox@victims.ca.gov .
- C. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the Budget Worksheet (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) dedicated to CalVCB activities in a specific pay period (see Budget Worksheet (Exhibit B-1) detailing actual time). (Refer to the CalVCB Monthly Activity and Invoice Fact Worksheet (Attachment 3) for guidance on completing the timesheet.) The District Attorney's Office shall submit the following backup documentation with each of their invoices:
 - 1) Only one CalVCB CRC Specialist Monthly Activity Timesheet (Attachment 2) for each employee for the calendar month;
 - 2) County timesheets for each employee for the month;
 - 3) Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the month; and
 - 4) A copy of current leave balances showing beginning leave balances and time accrued for annual leave, vacation, and sick leave.
- D. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all types of bonus pay, monetary awards, and cash out of leave credits. Items not listed are subject to approval and payment at CalVCB's discretion.
- E. Invoices must be based on the hours worked in the calendar month, not on any other time period for which Specialists are paid.
- F. CalVCB reserves the right to deny any monetary adjustments to the contract, during the contract term, including Cost-of-Living Adjustments issued by the county.
- G. Fringe benefits charged to this contract are subject to CalVCB approval and

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

will be authorized only when consistent with benefits provided to or on behalf of State employees. Fringe benefits in excess of seventy-five percent (75%) will be subject to additional scrutiny.

- H. The District Attorney's Office must provide a breakdown of fringe benefits paid to each Specialist on the Budget Worksheet (Exhibit B-1). CalVCB may request backup documentation to support the amount billed.

Eligible fringe benefits include, but are not limited to:

- 1) Standard Retirement
- 2) OASDI (Old-Age, Survivors and Disability Insurance)
- 3) Health Insurance Contribution Regular, including health, dental and vision
- 4) Workers' Compensation Insurance
- 5) Unemployment Insurance
- 6) Life Insurance
- 7) Federal Insurance Contributions Act (FICA)/Medicare
- 8) Long Term Disability
- 9) Short Term Disability
- 10) Employee Assistance Program
- 11) Survivor Benefits
- 12) Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

- 1) Other Post-Employment Benefits (OPEB)
- 2) Pension Obligation Bond (POB)
- 3) Post-Employment Payoff
- 4) Retiree Health
- 5) Retiree Medical
- 6) Deferred Compensation
- 7) Parking
- 8) Cafeteria
- 9) General Liability
- 10) Wellness Dividend Program
- 11) Cash Allowance
- 12) Housing Fund
- 13) Retirement Debt Service
- 14) Choices
- 15) Savings Plan

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- 16) Flex Benefit Plan and Contributions
- 17) Risk Management Administration
- 18) CalPERS Unfunded Actuarial Accrued Liability
- 19) Individual Security
- 20) Bonuses and monetary awards

- I. Invoices and backup documentation shall be emailed no later than the 25th of each month to: accountingmailbox@victims.ca.gov
- J. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.
- K. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by CalVCB.

2. Budget Contingency Clause

- A. It is mutually agreed upon between CalVCB and District Attorney's Office that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any further provisions of this contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. The District Attorney's Office shall be paid by CalVCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or State General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities

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currently provided by county funds, or grants administered by the Public Safety and Victim Services Branch, California Office of Emergency Services.

- D. CalVCB reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by CalVCB. Notification will be provided to the county before any action is taken.

3. Payment of Invoices

CalVCB shall endeavor to pay all properly submitted and undisputed invoices within forty-five (45) days of receipt.

4. Period of Performance

The period of performance for this contract shall be three (3) years. Any and all amendments to this contract shall be made in writing.

5. Cost Limitation

- A. The total cost of this Agreement shall not exceed \$1,260,006.00.
- B. It is understood and agreed that this total is an estimate and that CalVCB shall pay for only those services actually rendered as authorized by the CalVCB Contract Manager or designee up to the amount set forth in Invoicing and Payment Provisions (Exhibit B).
- C. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CalVCB. Funding may only be expended in the fiscal year the funds are encumbered. The funding of this contract may be changed by written amendment to the contract and upon approval of the designee approved by CalVCB.
- D. The District Attorney's Office shall submit a Budget Worksheet (Exhibit B-1) listing all Fiscal Years included in the contract term and shall provide it with the contract package. Each modification to the Budget Worksheet shall be subject to scrutiny. The CRC Analyst or designee shall provide advance, written approval of any budget modifications.

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

6. Reduction of Contract Amount

- A. CalVCB reserves the right to reduce the amount of the contract if CalVCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.
- B. CalVCB reserves the right to reduce the amount of the contract if the dollar amount of restitution orders imposed by the county on behalf of CalVCB in a given fiscal year is less than the amount paid to the county in that same fiscal year. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. Indirect Costs

If billing for indirect costs, the District Attorney's Office shall submit a copy of its Indirect Cost Plan (ICP) with the budget. The ICP must identify the number of employees it covers and include a breakdown and calculation specifying which costs are associated to the Specialist position included in the monthly charge (for example, payroll and accounting services). All costs included in the plan must be supported by formal accounting records, which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary billed. CalVCB reserves the right to deny any expense deemed ineligible by the State.

EXHIBIT B-1

BUDGET WORKSHEET

County and Agency: LOS ANGELES COUNTY / DISTRICT ATTORNEY'S OFFICE					
PERSONNEL EXPENSES	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET	Salary / Hourly Rate Range	Percentage Time Spent on CalVCB Matters
SALARIES AND WAGES					
Name: KRYSTYNA DAILEY	\$86,830.00	\$89,662.00	\$90,375.00	\$25.8580 - \$47.0705	100%
Name: VERONICA POLANCO	\$86,830.00	\$89,662.00	\$90,375.00	\$25.8580 - \$47.0705	100%
Name: MARIA DEL CARMEN LOPEZ	\$86,830.00	\$89,662.00	\$90,375.00	\$25.8580 - \$47.0705	100%
Name: MARTA RODRIGUEZ	\$86,830.00	\$89,662.00	\$90,375.00	\$25.8580 - \$47.0705	100%
Name: ELIZABETH CAMACHO	\$74,161.00	\$76,574.00	\$77,182.00	\$22.6890 - \$40.1989	100%
<i>Adjustments for Salary and Wages</i>	<i>(\$39,661.00)</i>	<i>(\$53,402.00)</i>	<i>(\$56,862.00)</i>		
FRINGE BENEFITS				PERCENTAGE OF SALARY	
Name: KRYSTYNA DAILEY	(not itemized due to insufficient grant funds)			*61.453%	
Name: VERONICA POLANCO	(not itemized due to insufficient grant funds)			*61.453%	
Name: MARIA DEL CARMEN LOPEZ	(not itemized due to insufficient grant funds)			*61.453%	
Name: MARTA RODRIGUEZ	(not itemized due to insufficient grant funds)			*61.453%	
Name: ELIZABETH CAMACHO	(not itemized due to insufficient grant funds)			*61.453%	
TOTAL PERSONNEL EXPENSES	\$381,820.00	\$381,820.00	\$381,820.00		
DESCRIPTION OF FRINGE BENEFITS				List percentage for each category	
County Retirement	(not itemized due to insufficient grant funds)			22.604%	
Choices	(not itemized due to insufficient grant funds)			1.956%	
Savings Plan	(not itemized due to insufficient grant funds)			0.039%	
Flex Benefits	(not itemized due to insufficient grant funds)			2.322%	
Unemployment Insurance	(not itemized due to insufficient grant funds)			0.008%	
Retiree Insurance	(not itemized due to insufficient grant funds)			5.516%	
Disability	(not itemized due to insufficient grant funds)			0.327%	
OASDI/Medicare	(not itemized due to insufficient grant funds)			1.219%	
Health	(not itemized due to insufficient grant funds)			6.310%	
Dental	(not itemized due to insufficient grant funds)			0.190%	
Life	(not itemized due to insufficient grant funds)			0.036%	
Workers Compensation	(not itemized due to insufficient grant funds)			2.385%	
Horizons	(not itemized due to insufficient grant funds)			2.746%	
Options	(not itemized due to insufficient grant funds)			4.488%	
Megaflex	(not itemized due to insufficient grant funds)			7.227%	
Dependent Care Spending Acct	(not itemized due to insufficient grant funds)			0.098%	
Retiree Health Opeb Contributions	(not itemized due to insufficient grant funds)			3.407%	
Megaflex Disability	(not itemized due to insufficient grant funds)			0.603%	
Carry Forward	(not itemized due to insufficient grant funds)			-0.028%	
TOTAL OF FRINGE BENEFITS BREAKDOWN				61.453%	
Other (subject to CalVCB approval)					
Indirect Costs (≤ 10% salary)	\$38,182.00	\$38,182.00	\$38,182.00	Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
	\$38,182.00	\$38,182.00	\$38,182.00		
TOTAL BUDGET	\$420,002.00	\$420,002.00	\$420,002.00	\$1,260,006.00	

* Based on FY 2022-23 rate and subject to change upon AC approved FY 23-24, FY 24-25, and FY 25-26 rates.

Revised December 2022

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1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by CalVCB's Administration Division Chief or designee, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Administration Division Chief, issued in writing, shall be CalVCB's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Administration Division Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. CalVCB reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of default or material breach by the Contractor.

3. Termination For Convenience

CalVCB or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above-mentioned costs must be submitted to CalVCB within thirty (30) calendar days of the date of termination.

4. Amendments

This Agreement may be amended in writing by mutual written consent of both parties.

5. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S.

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government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs State agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

6. Personnel Services

- A. The District Attorney's Office shall ensure there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify CalVCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of notification of the resignation of that staff person or of issuing the notice of termination.
- B. The District Attorney's Office shall obtain written authorization from CalVCB prior to filling vacant or new positions; upgrading the classification of a position; changing the time base of existing positions, even though funding was previously requested and made part of the budget; and prior to making any staff changes that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the time base will be based upon CalVCB's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- C. The District Attorney's Office shall obtain CalVCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to CalVCB as reflected in the Budget Worksheet (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in the SOW (Exhibit A), the District Attorney's Office shall request written authorization from CalVCB ten (10) days prior to the staff person(s) beginning other county functions. CalVCB shall not reimburse the District Attorney's Office for duties performed outside the scope of the contract. The District Attorney's Office shall submit a budget modification to CalVCB, for approval, reflecting the revised percentage of time the staff person(s) will devote to CalVCB activities.
- D. The District Attorney's Office shall notify CalVCB when a staff person assigned

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- to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the District Attorney's Office for the leave, only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at CalVCB's request, documentation verifying leave accrued under the contract.
- E. The District Attorney's Office shall ensure staff persons assigned to the functions under this contract do not participate in criminal investigations or prosecutions.
 - F. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, email address, job title, and description of duties, the name of their supervisor, the names of staff supervised, and any other information required by CalVCB.
 - G. The Specialist may work overtime, but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. CalVCB reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.
7. Performance Assessment
- A. CalVCB may assess and evaluate the Specialist's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders, uploaded documents, and all activity.
 - B. CalVCB reserves the right to revoke the logon of any District Attorney's Office staff whose performance is consistently poor or below average based on the performance criteria used by CalVCB or who does not comply with the contract provisions. CalVCB may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
 - C. CalVCB may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; specific standards for the quality of work to be performed; and the amount of restitution imposed. CalVCB may provide written notice of the performance and production expectations to the Specialist and their

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supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by CalVCB, CalVCB may reduce the amount of the contract or terminate the contract.

D. The CRC Performance Plan (Attachment 1) is hereby incorporated into this contract.

8. Program Evaluation and Monitoring

The Specialist shall make available to CalVCB, and its representatives, for purposes of inspection, audit, and review, any and all books, papers, documents, financial records, and other records pertaining to the operation of this contract. The records shall be available for inspection and review during regular business hours throughout the term of this contract, and for a period of three (3) years after the expiration of the term of this contract.

9. Moving

A. CalVCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff who perform services under this contract.

B. Notification of relocation shall be provided at least 30 days in advance and shall include the following:

- 1) Name of staff
- 2) New address, including room number
- 3) Contact person, including title, address, and phone number

10. Regulations and Guidelines

All parties agree to abide by all applicable federal and state laws and regulations, and CalVCB guidelines, directives, and memos as they pertain to performance of this contract.

11. Utilization of Computer System

The District Attorney's Office shall ensure all Specialists performing the duties described in this contract comply with CalVCB policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by CalVCB. CalVCB reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State Information Technology (IT) assets, which may include, but are not

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limited to, computer systems, software, and equipment.

12. Information Technology Equipment and Software

- A. The District Attorney's Office is responsible for the purchase, configuration, installation, and support of all personal productivity computer equipment used for CalVCB data processing activities.
- B. The District Attorney's Office shall certify that it has appropriate systems and controls in place to ensure that computer software is acquired, operated, and maintained in a manner that complies with applicable copyrights.
- C. The District Attorney's Office agrees to apply all security patches and upgrades and keep anti-virus software executed and up to date on any machine CalVCB data may be accessed or used. The District Attorney's Office shall apply appropriate end point protection, data encryption, and data loss prevention technologies. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.
- D. CalVCB reserves the right to access and audit all IT assets including software, equipment, and computers, to ensure they are patched, used, and operated in a manner consistent with State policy and the terms of this contract.
- E. All personal computers should use the following hardware, or an approved equivalent, which is the current standard for CalVCB:
 - 1) Intel current Generation Multi-Core i7 Processor
 - 2) 16 GB RAM or better
 - 3) 256 GB Hard Drive or better
 - 4) Network Port
 - 5) USB Port(s)
 - 6) 24" Flat Panel monitor
 - 7) USB Keyboard
 - 8) USB Mouse or Trackball

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F. All personal computers should use the following software, or an approved equivalent, which is the current standard for CalVCB:

- 1) Current Windows Enterprise Operating System
- 2) Current version of Microsoft Edge or Google Chrome
- 3) Windows Media Player or equivalent
- 4) Current supported version of Microsoft Office
- 5) Current supported version of Adobe Acrobat Reader or Professional
- 6) Current anti-virus protection software

G. The District Attorney's Office must notify by email CalVCB's Information Technology Division at servicedesk@victims.ca.gov and the Contract Manager or designee of any change of a public internet protocol (IP) address within one (1) business day of the change.

13. Inventory

All equipment procured or supplied under prior contracts, whether capitalized or non-capitalized, shall remain the property of CalVCB and shall bear a State asset identification tag. The asset tag is supplied by CalVCB. The District Attorney's Office shall prepare an inventory listing as of June 30th, of each year for the term of this contract, using the County Inventory Form (Attachment 11). The completed form shall be submitted to CalVCB's CRC Analyst electronically by July 15th of each fiscal year.

CalVCB reserves the right to request current and complete inventory listings and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through prior contracts.

In the event of termination of this contract, CalVCB shall take possession of its property. The District Attorney's Office shall hold the items (identified on the County Inventory Form) in storage until CalVCB can retrieve its property. Payment of storage and retrieval shall be the responsibility of CalVCB.

All equipment procured or supplied under this contract, will be the property of CalVCB and will be handled according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life, must be returned to CalVCB for disposal, unless preapproval is obtained from CalVCB for using an alternate method of disposal, such as recycle or donation. All hard drives must be encrypted or cleansed prior to their shipment. Contact CalVCB for instructions on handling, shipping, and disposal by sending an email to: servicedesk@victims.ca.gov and CRC Analyst.

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14. Confidentiality of Records

All financial, statistical, personal, technical and other data and information related to the State's operations, which are designated confidential by the State and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to Information Security Policy Attachment 8). The Specialist, their supervisor/manager, and staff shall not print any documents containing PII from CDTs and/or Cares or keep records separate from those in CDTs and Cares.

CalVCB's COR in Sacramento shall be notified when an applicant or an applicant's representative requests a copy of any document in or pertaining to the claimant's file. The District Attorney's Office shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

CalVCB's Custodian of Records at CalVCB Headquarters in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 7920.000, et. seq.) or the Information Practices Act (Civ. Code, § 1798, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Please contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.

The District Attorney's Office shall ensure that all staff are informed of and comply with the requirements of this provision and any direction given by CalVCB. The Specialist, their supervisor/manager, and staff whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract, shall be provided a copy of and shall be compliant with the CalVCB Confidentiality Statement and Certification (Attachment 4).

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The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and save harmless the State, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB's records by such staff persons.

15. Compliance With CalVCB Policies

The District Attorney's Office shall ensure that all staff review and comply with the requirements of the Acceptable Use of Technology Resources (Attachment 5), Privacy Policy (Attachment 9) and Password Policy (Attachment 10). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment 4), the Information Systems Security and Confidentiality Acknowledgement (Attachment 6), and CalVCB Acknowledgement of Policies (Attachment 7) to:

California Victim Compensation Board
Probate & Settlement Recovery and CRC Unit
criminalrestitutioncompact@victims.ca.gov

In the event fraud is suspected, go to CalVCB's website at victims.ca.gov/contact-us/ to submit your referral immediately.

Additionally, the Specialist assigned to perform services for CalVCB must adhere to the following provisions in addition to all other policies and procedures set forth by CalVCB.

The Specialist should not:

- A. Attempt to access the Cares2 application from any location other than the assigned work location.
- B. Share individual login ID and password with anyone.
- C. Allow the computer to remember a password to the Cares2 application.
- D. Walk away from the computer without locking the screen (Ctrl-Alt-Delete).
- E. Send any PII via email. Staff should use application numbers, bill numbers, and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- F. Leave documents with PII unattended on printers, fax machines, in cubicles, offices or conference rooms.
- G. Visit untrusted websites or open any attachments/links from untrusted emails.

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- H. Uninstall or disable anti-virus software and automatic updates.
- I. Install any unauthorized or unlicensed software.
- J. Plug a mobile phone, personal USB drive, or other peripheral device into the network system or desktop computer.
- K. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, or privacy breaches should be reported immediately to your county Information Security Officer (ISO) and your supervisor. You must also notify CalVCB's CRC Analyst and copy CalVCB's IT Help Desk and ISO by sending an email to: servicedesk@victims.ca.gov and to InfoSecurityOffice@victims.ca.gov.

The Specialist and all District Attorney's Office staff with access to CalVCB computer systems are required to complete Information Security and Privacy Training, including at a minimum training regarding Social Engineering and Phishing, Privacy and Password Protection, Browsing Safely, and Ransomware at least annually.

The Specialist and staff shall submit the self-certification demonstrating completion of the required training within thirty (30) days of the contract start date to the CalVCB Contract Manager and annually thereafter. All new Specialists and District Attorney's Office staff with access to CalVCB computer systems must complete the training within thirty (30) days from the date of hire.

Any training costs incurred by the District Attorney's Office for compliance with this section will be the responsibility of the District Attorney's Office.

In case of non-compliance, CalVCB may suspend access to CalVCB computer systems (including but not limited to Cares2 and CalVCB online) until such time as compliance is achieved and proof provided to CalVCB.

All other terms and conditions under this contract shall remain the same, in full force, and effect.

16. Subpoenas

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste.

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500, Sacramento CA 95811. The District Attorney's Office may also contact the Legal Division at (916) 491-3651 for assistance or questions.

When documents are subpoenaed, the District Attorney's Office shall provide CalVCB with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

The District Attorney's Office is not the Custodian of Records and may not testify in court on behalf of CalVCB.

17. Incompatible Work Activities

The Specialist assigned to perform services for CalVCB must not:

- A. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, their assigned duties under the contract.
- B. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- C. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- D. Provide or use the names of persons or records of CalVCB for a mailing list that has not been authorized by CalVCB.
- E. Represent themselves as a CalVCB employee.
- F. Take any action with regard to a CalVCB applicant or restitution matter with the intent to obtain private gain or advantage.
- G. Involve themselves in the handling of any application or restitution matter when they have a relationship (business or personal) with an applicant or other interested party.
- H. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office responsibility to ensure every staff person assigned to provide contracted services to CalVCB is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to CalVCB's Legal Division at (916) 491-3605.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

18. Retention of Records

The District Attorney's Office will scan all case documents and retain them for 365 days from the scan date. The hard copy documents will be destroyed after the 365 days have passed via confidential destruct. The electronic records will be retained indefinitely in Cares/CDTS.

19. Subcontracting

All subcontracting must comply with the requirements of the State Contracting Manual, Volume 1, Section 3.06. Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any sub-contractors, and no subcontract shall relieve the District Attorney's Office of their responsibilities and obligations herein. The District Attorney's Office agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the District Attorney's Office. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

CRC Performance Plan Monthly

Performance Statistics

Monthly Performance Statistics will be provided by the CRC Contract Analysts on the 15th of the month for the prior month. The statistics will be sent by email to the CRC Specialist and their supervisor.

Monthly Performance Statistics will contain four categories

1. Application Notification (AN) is the initial work item and first notice that a victim application has been filed with CalVCB. The CRC Specialist will open each AN and research to determine if a criminal court case exists. Subcategories include "New," "Completed," "In Process," "Transferred", and "Benefits Paid." Except for "Benefits Paid," these subcategories capture their entire AN queue inventory.

Example:

AN	
New	-
I/P	380
Transferred	3
Completed	166
Benefits Paid	\$ 34,319.40

2. Criminal Disposition Case (CD case) is how the CRC Specialist tracks their cases. The CRC Specialist will convert an AN to a CD case if a criminal court case exists for the application filed with CalVCB. The CRC Specialist will associate the offender(s) to the CD case, follow the criminal case, pend the CD case until conviction, request restitution, input the restitution order, and close the CD case. CalVCB is able to run reports based on the data entered into the Criminal Disposition Tracking System (CDTS) to determine how much restitution each CRC county imposed. Subcategories include "In Process," "Transferred," "Completed," and "Restitution Ordered." These subcategories capture their entire CD case queue inventory and the amount of restitution imposed.

Example:

CD Case	
I/P	638
Transferred	12
Completed	60
Restitution Ordered	\$ 53,391.35

3. Post Disposition Case (PD case) is how a CRC Specialist tracks cases that need modified restitution orders. This queue also contains cases that were closed prior to benefits being paid by CalVCB and now require the CRC Specialist to obtain a restitution order. If benefits are paid after a CD case is closed, and the county's threshold is met, \$0 - \$2,000, then a PD work item will generate in the CRC Specialist's queue. The CRC Specialist will determine if the court still has jurisdiction to impose restitution, and if there is jurisdiction, request the case be put back on calendar to modify the original restitution order to include additional benefits paid or to request an initial restitution order. Subcategories include "New," "In Process," "Transferred," "Completed," "User Blank," and "Restitution Ordered." Subcategory "User Blank" identifies PD work items that the system was unable to automatically assign and require the CRC Specialist to manually assign to themselves. These subcategories capture the CRC Specialist's entire PD case queue inventory and the amount of additional restitution imposed.

Example:

PD Case	
New	39
I/P	125
Transferred	5
Completed	12
User Blank	37
Restitution Ordered	\$ 8,099.10

4. Year-to-Date Impositions. The monthly performance statistics will include the sum of restitution orders imposed by the county on behalf of the Board from the beginning of the fiscal year to the end of the prior month. We will also show the amount encumbered for the county for that fiscal year. This information will be used as a tracker to help the county meet its overall goal.

Determining Measurements

We will group the CRC counties by how many ANs they receive on average each month based on a three-year reporting period. This average and county groups will be reevaluated at the start of each contract term. We will tell each group how many ANs, CD cases, and PD cases, are in process and completed on average each month for their group size. These numbers show it is possible to complete this number of work items in a month.

The Group Categories

Receives fewer than 100 ANs per month

Receives 100-150 ANs per month

Receives 150-200 ANs per month

Receives 200-1,000 ANs per month

Receives 1,000+ ANs per month

AN Queue

We will provide each county with the average number of ANs they receive a month based on a three-year fiscal reporting period. We expect each county to complete the same number of new ANs that they receive monthly to prevent incurring a backlog.

CD and PD Queues

We expect each county to complete their group's average of monthly completed CD and PD cases each month to stay current.

Example

County X receives an average of 43 ANs a month and so CalVCB expects County X to complete approximately 43 ANs each month. County X has been grouped with other counties who receive fewer than 100 ANs per month. On average, this group completes 16 CD cases and 4 PD cases per month and so CalVCB expects County X to complete 16 CD cases and 4 PD cases each month.

Year-to-Date Impositions

At a minimum, we expect each county to impose on behalf of the Board an amount equal to the amount paid to the county in that same fiscal year. The monthly statistics will provide the total imposed to date from the beginning of the fiscal year to the end of the prior month as well as the amount encumbered for the county for that fiscal year.

Backlogs

AN backlog

A county has a backlog in the AN queue if the "New" ANs are double the amount the county receives in a month. Additionally, a county has a backlog if the number of ANs "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" ANs in their county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" ANs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

CD Case backlog

A county has a backlog in the CD queue if the number of CD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" CD cases in the county group. If a county has a backlog, we will divide the amount of "In Process" and "Transferred" CDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

PD Case backlog

A county has a backlog in the PD queue if the "New" PDs are double the amount the county should complete in a month. Additionally, a county has a backlog if the number of PD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" PD cases in the county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" PDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

Performance Issues in Queues

If a county does not meet the expectations set forth in their AN, CD, or PD queues, CalVCB will first examine their queues to see if there is a backlog. If there is no backlog, there is no performance issue. If there is a backlog in one or more of the queues, then an initial email (See Step One below) will be sent to the CRC Specialist.

If after any step there is improvement, then we will not move on to the next step. Improvement is defined as meeting the work queue expectations, providing a plan to meet the expectations, or taking tangible steps to meet the expectations. A county may remain on a step if there is

improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, then the county will move to the next step.

1. **Step One:** CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue in the queue(s). The email will provide CalVCB's inventory performance expectations moving forward to ensure the queue stays current and the backlog decreases. Additionally, the CRC team will schedule a phone call with the CRC Specialist to discuss the inventory performance expectations, offer training, and discuss their plan for moving forward. The CRC Specialist/county will be given three months to show improvement. Within one week of the call, the CRC will provide their plan for improvement in writing.
2. **Step Two:** CRC Contract Analyst will email the CRC Specialist and their Supervisor to reiterate our inventory expectations, provide updated inventory counts, discuss steps taken to resolve the issue, and discuss a new inventory plan. Additionally, the CRC Contract Analyst will schedule a conference call with the CRC Specialist, their supervisor, and the CRC team to discuss how we can work together to improve the work queue(s). The CRC Specialist/county will be given sixty days to show improvement.
3. **Step Three:** CRC Contract Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor for review. The CRC Specialist and their Supervisor will sign the plan and commit to meeting the inventory performance expectations set forth. The CRC Specialist/county will be given sixty days as outlined in the CRC Contract, Exhibit D (2)(c), to show improvement.
4. **Step Four:** If the CRC Specialist and the county do not meet the performance expectations as stated in the CAP and do not show improvement, the contract analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the expiration of the CAP.

Yearly Performance Statistics

Yearly performance statistics will be provided by the CRC Contract Analysts on or before August 1st of each fiscal year. The statistics will be sent by email to the CRC Specialist and their supervisor. They will be comprised of AN, CD, and PD statistics and the yearly amount imposed.

At a minimum, we expect each county's restitution order impositions on behalf of the Board to match the annual contract amount. The Board reserves the right to reduce the amount of the contract if the dollar amount of restitution orders imposed by the county on behalf of the Board in a given fiscal year is less than the amount paid to the county in that same fiscal year.

Performance Issues with Impositions

At the conclusion of the fiscal year, if a county is not meeting its imposition targets, the CalVCB will send an email (See Step One below) to the CRC Specialist.

If after any step there is improvement, we will not move on to the next step. Improvement is defined as meeting the imposition expectations, providing a plan to meet them, or taking tangible steps to meet them. A county may remain on a step if there is improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, the county will move to the next step.

1. **Step One:** The CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue with impositions. CalVCB will reiterate the contract expectations, offer assistance, and discuss the county's plan for improvement. The Specialist and county will be given three months to show improvement.
2. **Step Two:** The CRC Analyst will email the CRC Specialist and their Supervisor to reiterate CalVCB's expectations, discuss steps taken to resolve the issue, and discuss a new plan for improvement. The Specialist and county will be given sixty days to demonstrate improvement.
3. **Step Three:** The CRC Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor. The Specialist and Supervisor will sign the plan and commit to meeting the performance expectations in the CAP. The Specialist will be given sixty days to show improvement.
4. **Step Four:** If the CRC Specialist and county do not meet the performance expectations outlined in the CAP and do not show improvement, the CRC Analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the termination of the CAP.

Monthly Activity and Invoice Fact Sheet

CalVCB work and activities are described in the contract, Scope of Work (Exhibit A). The Specialist may complete county work during the remaining time for which the county is not working on CalVCB activities. The category "Other" should not be used for direct victim work or non CalVCB work. Categories listed on our Monthly Activity Timesheet are listed and defined as follows:

Duties

1. Securing Orders- Submitting the Board's payment information to the prosecuting attorney, to the court, and probation department to include in Pre-Sentence Investigation report. Creating CR-110s or CR-111s to be filed with the court.
2. Modifying Orders- Assist CalVCB's COR, DA staff, probation & CDCR staff in the modification of restitution orders. Creating CR-110s or CR-111s to be filed with the court.
3. Court Appearances- Attending court to serve as a resource on restitution issues, statutes, and case law.
4. Restitution Training/Outreach- Serve as a county resource on restitution issues, statutes, and case law. Contact with county collection entities regarding collection of orders and fines.
5. CDTS/Data Entry- Reviewing ANs to locate a criminal court case. Creating a CD case to link the application to the criminal case. Entering the final disposition status on criminal cases associated with applications filed with the CalVCB. Uploading CR-110/CR-111/Minute Orders and other restitution documentation into CDTS.
6. Other- Notifying CalVCB of a civil suit filed by an applicant. Responding to CalVCB on probate-related matters. Please use note section to detail activities being listed under this field.

Administration

1. Training- Communicating with county collection entities to discuss ways to ensure and increase the collections of orders and fines.
2. Meetings- Attending CalVCB/restitution related meetings.
3. Other- Use this section to document overtime worked. The Specialist may work overtime but it must be noted in "Other" with an explanation as to why the overtime was necessary. Please use notes section to detail activities being listed under this field.

Leave

1. Vacation, Other- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
2. Sick Leave- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
3. Holiday- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.

Attachment 12

**PLACE HOLDER -
THE BOARD RESOLUTION WILL BE AVAILABLE AFTER THE COUNTY RETURNS
THE SIGNED CONTRACT.**

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**BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES**

RESOLUTION

Accept Criminal Restitution Compact
Agreement with the California
Victim Compensation Board

WHEREAS, the County of Los Angeles is charged with providing vital services in the area of courts, law enforcement, and adult and juvenile justice to a population in excess of ten million persons; and

WHEREAS, the County of Los Angeles is authorized, pursuant to Government Code Section 26500.5, to participate in any project or program to improve the administration of justice; and

WHEREAS, the California Victim Compensation Board has been authorized to contract with local Victim/Witness Centers to ensure restitution orders are properly administered in accordance with applicable statutes; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to participate in such a program entitled the Criminal Restitution Compact for County Fiscal Years 2023-24, 2024-25 and 2025-26; and

WHEREAS, the California Victim Compensation Board has allocated \$1,260,006.00 for County Fiscal Years 2023-24, 2024-25 and 2025-26 to implement this project subject to the execution of a Standard Agreement and acknowledgment of the terms and conditions contained therein;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles approves the submission for and acceptance of continued funding for County Fiscal Years 2023-24, 2024-25 and 2025-26, upon approval of both the State and County, by the State of California, Victim Compensation Board for the above-referenced program;

1 **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los
2 Angeles hereby authorizes the District Attorney, or her designee, to serve as Project
3 Director for said program and to execute on behalf of Los Angeles County the Standard
4 Agreement, and to perform all further tasks necessary for the completion of the project,
5 including execution and submission of amendments, progress reports and payment
6 requests to the Agreement;

7 **I DO HEREBY CERTIFY** that at a regular meeting on the Board of Supervisors of
8 the County of Los Angeles on the _____ day of _____, 2023, the foregoing
9 Resolution was adopted.

10 **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of
11 the Board of Supervisors of the County of Los Angeles this _____ day of _____,
12 2023.


13 COUNTY OF LOS ANGELES

14 By _____
15 Chair, Board of Supervisors

16
17 APPROVED AS TO FORM BY
18 COUNTY COUNSEL:

19 DAWYN R. HARRISON

CELIA ZAVALA
Executive Officer – Clerk of the
Board of Supervisors of the
County of Los Angeles

20
21 By  _____
22 Elizabeth Pennington
23 Senior Deputy County Counsel

By _____
Deputy

July 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

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR
PARTICIPATION IN THE VIOLENT GANG TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Memorandum of Understanding (MOU) for reimbursement of overtime salary costs for continued participation in the United States Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) Violent Gang Task Force (Task Force), funded by the United States Department of Justice.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached MOU with the ATF, commencing upon execution by both parties and terminating on September 30, 2027.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the MOU, as necessary, for the effective participation in the ATF Task Force.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required documents, including but not limited to, all future MOUs, agreements, assurances and certifications, amendments, modifications, extensions,

and payment requests necessary for the effective and continued participation in the ATF Task Force.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this request is to renew the MOU describing the Department's participation in the ATF Task Force. The term will become effective upon execution by both parties and expire on September 30, 2027. The current MOU was approved by the Board on February 5, 2019, and expires on September 30, 2023.

The Department seeks continued participation in the multi-jurisdictional and multi-agency task force, supervised by the ATF, that investigates violent criminal organizations and their illegal use of firearms, firearms related violent crime, and firearms trafficking. The Task Force also gathers and reports intelligence data relating to trafficking in firearms and conducts undercover operations that result in effective prosecution before the courts of the United States and the state of California.

The Department will assign detectives to participate in the Task Force on an overtime basis. The ATF reimburses the Department for all overtime costs incurred by the detectives while working on a Task Force investigation. Participation in the Task Force membership produces an extensive network of professional contacts across the United States and internationally, thereby enabling the Department to coordinate investigations with numerous federal, state, local, and international law enforcement agencies. Task Force members have the ability to utilize resources of the ATF, such as additional manpower for investigations occurring within the United States, high tech surveillance equipment, funding for travel, and other resources that the Department would not otherwise be able to afford.

Implementation of Strategic Plan Goals

The services provided under this MOU support the County's Strategic Plan, Goal 3 - Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in the ATF Task Force leverages resources from the Department and the ATF to enhance public safety service.

FISCAL IMPACT/FINANCING

This is a zero net-County cost agreement under which the Department's overtime expenses will be reimbursed. The Department's FY 2023-24 Supplemental Changes Budget Request will include the anticipated expenses and offsetting revenue, which are expected to be approximately \$440,000 for the term of the MOU (\$110,000 per year).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU commences upon execution by both parties and terminates on September 30, 2027. Either party may terminate the MOU by giving 90 calendar days advance written notice to the other party.

Department personnel assigned to the Task Force will assist in investigations, arrests, and prosecutions.

Board approval is required for this MOU, as the amount of the MOU exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

County Counsel has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. The Department has the resources to continue participating in the Task Force.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:ALT:JT:jb
(Contract Law Enforcement Bureau)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Chris E. Marks, Chief, Detective Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau (CLEB)
David E. Culver, Director, Financial Programs Bureau
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Ramona Zamora, Administrative Services Manager (ASM) II, CLEB
Jennipher M. Baeza, ASM I, CLEB
(Contract Law – ATF Task Force 07-25-23)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/5/2023	
BOARD MEETING DATE	7/18/2023	
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)	Sheriff's Department (Department)	
SUBJECT	Memorandum of Understanding for Participation in the Violent Gang Task Force	
PROGRAM	Alcohol, Tobacco, Firearms, and Explosives Violent Gang Task Force	
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	None	
COST & FUNDING	Total cost: \$440,000	Funding source: US Bureau of Alcohol, Tobacco, Firearms Explosives
	TERMS (if applicable): Upon execution – September 30, 2027	
	Explanation: The anticipated expenses and offsetting revenue are approximately \$440,000 (\$110,000 per year) for the term of the MOU.	
PURPOSE OF REQUEST	The purpose of this request is to renew the MOU describing the Department's participation in the ATF Task Force. The term will become effective upon execution by both parties and expire on September 30, 2027. The current MOU was approved by the Board on February 5, 2019, and expires on September 30, 2023.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Department seeks continued participation in the multi-jurisdictional and multi-agency task force, supervised by the ATF, that investigates violent criminal organizations and their illegal use of firearms, firearms related violent crime, and firearms trafficking. The Task Force also gathers and reports intelligence data relating to trafficking in firearms and conducts undercover operations that result in effective prosecution before the courts of the United States and the state of California.	
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: The services provided under this Agreement support the County's Strategic Plan, Goal 3 - Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in the ATF Task Force leverages resources from the Department and the ATF to enhance public safety service.	

DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jennipher Baeza, ASMI, (213)229-1625, jmbaeza@lasd.org Cynthia Dolson, Lieutenant, (562)946-7153, cadolson@lasd.org
----------------------------------	--

DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

AND

THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Los Angeles County Sheriff's Department ("participating agency") as it relates to the ATF/LASD Violent Gang Task Force (herein referred to as the "Task force").

AUTHORITIES

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A, 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate violent criminal organizations, and their illegal use of firearms
- b. Investigate firearms related violent crime
- c. Investigate firearms trafficking
- d. Gather and report intelligence data relating to trafficking in firearms
- e. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of California.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

PHYSICAL LOCATION

Detectives/Deputies/Officers assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will report on a regular basis to their assigned Bureaus but will have access to their respective ATF office for administrative purposes of this task force. The ATF Los Angeles Field Division is located at 550 N. Brand Blvd, Glendale, CA 91203.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all ATF operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign 3 Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Los Angeles County Sheriff's Department agrees to detail part time TFOs to the Task Force, specifically to ATF enforcement groups in Glendale and Long Beach, for a period of not less than two (2) years.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

A TFO will not be granted Department of Justice legal representation if named as a defendant in a private-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed prior to the event(s) at issue in the lawsuit.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

If LASD receives a request for records pursuant to the California Public Records Act (CPRA), then disclosure per the CPRA, except for the release of National Firearms Act (NFA)

information, shall not be deemed a breach of this MOU provided LASD gives ATF at least ten (10) days prior written notice of its intent to disclose the records and ATF does not obtain a court order to prevent such disclosure. All personnel from the participating agencies shall strictly adhere to the requirements of Title 26 United States Code § 6103. Disclosure of tax return information and tax information derived from Chapter 53 shall not be made except as provided by law.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: DOO Meredith Davis

LASD: Det. Ivania Farias

EVIDENCE

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue

investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official, and will be provided with a copy of such policy.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

DURATION

This MOU supersedes previously signed MOUs and shall remain in effect until the aforementioned expiration date or until it is terminated in writing (to include electronic mail and facsimile), whichever comes first. All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

MODIFICATIONS

SIGNATURES

JENNIFER Digitally signed by
CICOLANI JENNIFER CICOLANI
Date: 2023.02.23
14:10:45 -08'00'

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Fiscal Year 2022-23 Pass Through Grant Sub-Award

Fact Sheet

The California Governor's Office of Emergency Services (Cal OES) is delivering funding pursuant to Chapter 249 of California Assembly Bill 179, Fiscal Year 2022-23 State Budget Act. Assemblymember Freddie Rodriguez' reallocation of the 52nd District funding will be utilized to fund upgrades and repairs. This will allow for greater effectiveness and efficiency of operations in the use of the gas delivery system. This will be the Department's first time receiving this sub-award.

Program Title	Pass Through Grant Subaward		
Project Title	Pass Through Grant Subaward		
Grant Award Number	LI2022-009		
Funding Agency	California Governor's Office of Emergency Services		
Funding Agency Type	State		
Proposed Funding Amount	\$20,000	Match Requirement	None
Grant Period	07/01/2022 – 06/30/2024		
Primary Benefiting Unit	Special Operations Division / Special Enforcement Bureau		
Grant Analyst	Tran Vo		
Previous Award	Never received before		

Budget: \$20,000 **Breakdown:** Services and Supplies \$20,000

Funding Agency's Due Date ASAP

Document's Included:

- Board Letter

Reference Documents:

- Cal OES Pass Through Grant Subaward 2-236 Form
- Payee Data Record Form
- Email from County Counsel
- Email from Budget Services

July 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

Dear Supervisors:

**ACCEPT A GRANT SUBAWARD FROM THE CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2022-2023
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to authorize the Sheriff of Los Angeles County (County) to accept a grant subaward in the amount of \$20,000 from the California Governor's Office of Emergency Services (Cal OES) pursuant to Chapter 249 of California Assembly Bill (AB) 179, enacted as the Fiscal Year (FY) 2022-23 State Budget Act, to fund upgrades and repairs for the Los Angeles County Sheriff's Department (Department) Special Enforcement Bureau's (SEB) Tactical-Caterpillar (Tac-Cat) tractor and its transportation trailer.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Pass-Through Grant Subaward Number LI2022-009 (Grant) with Cal OES, accepting funds in the amount of \$20,000 with no match requirement for the grant period from July 1, 2022, through June 30, 2024.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Grant.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the Grant in future FYs, and to execute all required grant application documents, including assurances and certifications, when and if such funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards from Cal OES for the Grant in future FYs, if awarded by Cal OES, and to execute all required grant award documents, including but not limited to, agreements, modifications, extensions, and payment request that may be necessary for completion of the Grant in future FYs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommendation is to accept the \$20,000 from Assemblymember Freddie Rodriguez's reallocation of the 52nd District funding through AB179 Chapter 249 of the FY 2022-23 State Budget Act. The funds will be used to update the gas delivery system on SEB's Tac-Cat tractor acquired in 2013 and modify its load trailer. Tac-Cat tractors are commonly used breaching tools that are crucial to resolve high-risk operations safely and successfully.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan: Goal III.2.3, Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency. The update of the gas delivery system on SEB's Tac-Cat tractor will support Los Angeles County Sheriff's stations and outside agencies by enhancing the Tac-Cat tractors capabilities to deliver gas into a structure during high-risk operations safely.

FISCAL IMPACT/FINANCING

This will be the 1st year of funding for the subaward. Grant funds in the amount of \$20,000 will be used by SEB for services and supplies (S&S) repairs. There is no match requirement or impact on Net County Cost. The funding need for FY 2023-24 will be requested during the FY 2023-24 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 12, 2022, SEB was notified by Sean Connelly, the Chief of Staff of the 52nd Assembly District of Assemblymember Freddie Rodriguez's intent to donate/re-allocate \$20,000 of its funding to update and modify SEB's Tac-Cat tractor and its load trailer. A

The Honorable Board of Supervisors
July 25, 2023
Page 3

ceremony was held on November 28, 2022, California Assemblymember Freddie Rodriguez presented SEB with a replica check for \$20,000.

The Department received notification from Cal OES on February 9, 2023, that the disbursement was approved.

The term of the agreement is for a period of two years from July 1, 2022, through June 30, 2024. All funds must be encumbered by June 30, 2024, and liquidated by March 31, 2026.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Grant program will have a positive impact on SEB's operations, making them more effective and efficient with the modification of the load trailer.

CONCLUSION

Upon your Board approval, please return a certified copy of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:JT:CM:tv
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Holly A. Francisco, Assistant Sheriff, Countywide Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Jack W. Ewell, Chief, Special Operations Division (SOD)
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Oscar O. Barragan, Captain, Special Enforcement Bureau (SEB)
David E. Culver, Director, Financial Programs Bureau
Lina D. Corvera, Assistant Director, FPB
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Diane Stone, Administrative Services Manager (ASM) III, FPB, Grants Unit
Kristine D. Corrales, Deputy, ASD
Monica Moreno, ASM I, FPB, Grants Unit
Monika Portillo, ASM I, FPB, Grants Unit
Tran Vo, Operations Assistant III, FPB, Grants Unit
(Grants – Cal OES Pass Through Grant Subaward 07-25-23)



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Pass Through Grant Subaward Information and Instructions

1. **GRANT SUBAWARD NUMBER:** This section will be completed by Cal OES.
2. **SUBRECIPIENT:** The Subrecipient is the unit of government or community based organization (CBO) that will have legal responsibility for these grant funds (e.g. County of Alameda, City of Fresno or Women's Place of Merced).
3. **IMPLEMENTING AGENCY:** Enter the complete name of the agency responsible for the day-to-day operation of the grant (e.g. Sheriff, Police Department, or Department of Public Works). If the Implementing Agency is the same as the Subrecipient, enter the same title again.
4. **PAYMENT ADDRESS:** Enter the address payment should be mailed to, including nine-digit zip code.
5. **GRANT SUBAWARD PERFORMANCE PERIOD** Enter beginning and ending dates of the performance period for the Grant Subaward. (mm/dd/yyyy)
6. **PURPOSE:** This section will be completed by Cal OES.
7. **FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:** This section will be completed by Cal OES.
8. **CERTIFICATION:** This section will be completed by Cal OES.
9. **CA PUBLIC RECORDS ACT REQUEST:** This section will be completed by Cal OES.
10. **AUTHORIZED SIGNER:** Provide the name, title, and signature of the person who is vested with the authority to enter into this Grant Subaward, and has the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body.

DRAFT



Pass Through Grant Subaward

1. PASS THROUGH GRANT SUBAWARD #: LI2022-009

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

2. SUBRECIPIENT: _____

3. IMPLEMENTING AGENCY: _____

4. PAYMENT MAILING ADDRESS: _____
(Street) (City) (Zip+4)

5. GRANT SUBAWARD PERFORMANCE PERIOD: _____

6. PURPOSE:

--

7. FUND ALLOCATION, AUTHORITY, AND GRANT SUBAWARD TOTAL:

Enactment Year	Fund Source	Authorizing Legislation	Chapter	Statutes	Item Number	Provision	Total Award

8. CERTIFICATION: I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on/for activities specified in the purpose section above in the Grant Subaward. The Subrecipient agrees to administer the Grant Subaward in accordance with all applicable state and federal laws.

9. CA PUBLIC RECORD ACT REQUEST: Grant Subaward applications/awards are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

10. AUTHORIZED SIGNER:

Name: _____ Title: _____

Signature: _____ Date: _____

(FOR CAL OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the Grant Subaward performance period and purposes of this expenditure stated above.

Cal OES Fiscal Officer

Date

Cal OES Director or Designee

Date

July 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

Dear Supervisors:

**AGREEMENT WITH CALIFORNIA DEPARTMENT OF
STATE HOSPITALS FOR INCOMPETENCY TO STAND TRIAL
REMOTE VIDEO RE-EVALUATION SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of an Agreement (Agreement) with the California Department of State Hospitals (DSH) for participation in the Incompetency to Stand Trial (IST) Re-Evaluation Services for defendants who have been committed to DSH as incompetent to stand trial on a felony charge and are awaiting admission to a DSH facility.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Agreement with DSH effective retroactive to July 1, 2021, through June 30, 2024, to compensate the Department in an amount not to exceed \$600,000 for the cost of providing records, scheduling interviews, and providing the setting, technology, and security needed for DSH to perform IST Re-Evaluation Services.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all amendments and modifications to the Agreement, as necessary, for the effective participation in IST Re-Evaluation Services.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute all required documents including but not limited to, agreements, assurances and certifications, amendments, modifications, extensions, and payment requests in future Fiscal Years (FYs) as necessary, for the effective participation in IST Re-Evaluation Services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

California Welfare and Institutions Code (WIC) § 4335.2 was enacted on July 1, 2021, and established a program for DSH to perform IST Re-Evaluation Services for felony IST inmates. The DSH mission under the program is to re-evaluate the competency status and the psychotropic medication status, and to assess the suitability of IST defendants charged with a felony and awaiting admission to a DSH facility to be placed in an alternative community-based program including, but not limited to, mental health diversion or community-based restoration.

Under this Agreement, DSH will continue to perform IST Re-Evaluation Services for felony IST inmates. The Department will continue being responsible for providing DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinating telehealth video interviews of defendants, who have been committed to DSH as Incompetent to Stand Trial on a felony charge, and are awaiting admission to a DSH facility. The Department will also provide the necessary secure setting, technology, and security for these evaluations.

From the start of the Agreement term, 95 IST Re-Evaluation Services have been performed. The Department performed 45 IST Re-Evaluation Services in FY 2021-22 and 50 IST Re-Evaluation Services in FY 2022-23. The Department anticipates that there will be an additional 150 IST Re-Evaluation Services performed in FY 2023-24.

Delays in the implementation of this Agreement are attributed to lack of technical staff (systems analysis, data security, enterprise architecture) availability due to competing projects. There were also technical issues that needed to be assessed and analyzed.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 3 - Strategy III.3, Operational Effectiveness, Fiscal Responsibility, and Accountability. Participation in IST Re-Evaluation Services leverages resources from the Department and DSH to enhance public safety service.

FISCAL IMPACT/FINANCING

Subsequent to the enactment of WIC § 4335.2, DSH received funding related to the COVID-19 pandemic to compensate local agencies for assisting DSH with IST Re-Evaluation Services. Under the agreement, DSH will compensate the Department in an amount up to \$600,000 to offset costs related to assisting DSH with IST Re-Evaluation Services. The Department will receive one-time compensation of \$5,000 for start-up costs, plus compensation of \$500 per IST Re-Evaluation performed prior to July 1, 2022, and compensation of \$1,000 per IST Re-Evaluation performed after June 30, 2022. The compensation rates were determined by DSH and are not based upon an evaluation of the Department's costs. The spending appropriation and revenue related to this program will be included in the FY 2023-24 Supplemental Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this Agreement shall commence on July 1, 2021, through June 30, 2024. Delays in the implementation of this Agreement are attributed to lack of technical staff (systems analysis, data security, enterprise architecture) availability due to competing projects. There were also technical issues that needed to be assessed and analyzed. The Agreement may be terminated at an earlier date with fifty (50) days written notice by the Department, DSH, or at the direction of the State Public Works Board. The Agreement provides for mutual termination.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. The Department will continue providing DSH with the IST Re-Evaluation Services described above regardless of compensation.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ROBERT G. LUNA
SHERIFF

RGL:ABC:jb
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Senior Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
April L. Tardy, Undersheriff
Sergio A. Aloma, Assistant Sheriff, Custody Operations
Jill Torres, Assistant Sheriff, CFAO
Jason A. Skeen, Chief of Staff, Office of the Sheriff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Margarita Velazquez, Chief, Custody Services Division- Specialized Programs
Glen Joe, Assistant Division Director, ASD
Hugo Macias, Commander, Custody Services Administration Command
Richard F. Martinez, Assistant Division Director, ASD
Andrew B. Cruz, Acting Captain, Contract Law Enforcement Bureau (CLEB)
David E. Culver, Director, Financial Programs Bureau
Rene A. Garcia, Lieutenant, ASD
Vanessa C. Chow, Sergeant, ASD
Kristine D. Corrales, Deputy, ASD
Ramona Zamora, Administrative Services Manager (ASM) II, CLEB
Jennipher Baeza, ASM I, CLEB
(Contract Law – Incompetency to Stand Trial Re-evaluation Services 07-25-23)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-76003-030

PURCHASING AUTHORITY NUMBER (If Applicable)

DSH-4440

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTOR NAME

Los Angeles County Sheriff's Department

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$600,000.00

Six Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions - 04/2017	4
+ - Exhibit D	Special Terms and Conditions	8
+ - Exhibit F	Information Privacy and Security Requirements	12

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Los Angeles County Sheriff's Department

CONTRACTOR BUSINESS ADDRESS

211 West Temple Street, 8th Floor

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Robert G. Luna

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-76003-030

PURCHASING AUTHORITY NUMBER (If Applicable)

DSH-4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Ladd

TITLE

Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

W & I Code 4335.2 (f)

DRAFT

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

- A. This Agreement is made and entered into by and between, the Department of State Hospitals (DSH) and Los Angeles County Sheriff's Department, hereafter referred to as Contractor, to provide DSH with relevant inmate medical records, including mental health and behavioral health records, and coordinate telehealth video interviews of defendants who have been committed to DSH as Incompetent to Stand Trial (IST) on a felony charge, and are awaiting admission to a DSH facility. Services are to be provided in accordance with Welfare and Institutions Code (WIC) section 4335.2 and are identified as IST Re-Evaluation services herein. IST Re-Evaluation Services performed by DSH will be for the purposes of re-evaluating competency status, psychotropic medication status, and assessment for placement in an alternative community based programs including but not limited to mental health diversion or community based restoration.

2. SERVICE LOCATIONS:

- A. These services will be performed primarily through remote telehealth, video conferencing and other technologies facilitated by the county jail or other county locations housing felony IST defendants and in coordination with the DSH.

3. SERVICE HOURS:

- A. The services shall be provided upon request during the hours of operation of the locations where services are required. DSH shall make every effort to assign work to be performed Monday through Friday, during core hours of 7:00 am to 7:00 pm.

4. PROJECT REPRESENTATIVES:

- A. The project representatives during the term of this Agreement will be:

Contract Manager:

Department of State Hospitals:		Contractor	
Section/Unit: Forensic Services Division		Section/Unit: Los Angeles County Sheriff's Department	
Attention: Gilbert Jackson, SSM I		Attention: Robert G. Luna, Sheriff	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 211 W. Temple Street, 8th Floor Los Angeles, CA 90012	
Phone: (916) 562-2810	Fax: (916) 653-2257	Phone: 213-229-3000	Fax: N/A
Email: Gilbert.Jackson@dsh.ca.gov		Email: RLuna@lasd.org	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals:		Contractor:	
Section/Unit: Forensic Services Division		Section/Unit: Los Angeles County Sheriff's Department	
Attention: Kecia Aldridge-Hall		Attention: Scott Goodwin, Sheriff	
Address: 1215 O Street, MS-9 Sacramento, CA 95814		Address: 12440 E Imperial Hwy 400W Norwalk, CA 90012	
Phone: (916) 562-3022	Fax: (916) 653-2257	Phone: 562-345-4149	Fax: N/A
Email: Kecia.Aldridge@dsh.ca.gov		Email: srgoodwi@lasd.org	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. The Contractor shall provide DSH with relevant and updated records of IST defendants who have been selected by DSH to participate in this program.
- B. The Contractor shall coordinate with DSH for the scheduling of interviews of those IST defendants selected to participate in primarily telehealth video interviews.
- C. The Contractor shall provide the necessary secure setting, technology, and security for these evaluations.
- D. The DSH makes no representation as to the minimum amount of services required under this Agreement.
- E. WIC section 4335.2, subdivision (c) provides, DSH shall have the authority and sole discretion to consider and conduct reevaluations, which will occur primarily through video telehealth.

6. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor agrees to provide support services to DSH that shall include but not be limited to:
 - i. Securing and maintaining all necessary equipment such as a laptop or electronic tablets installed with appropriate software and having access to a secured internet connection required to facilitate telehealth video interviews with the DSH-assigned forensic evaluators. DSH shall reserve the right to approve the software application that will be utilized for telehealth video interviews of IST defendants.
 - ii. Coordinating with DSH forensic evaluators and other assigned staff in the scheduling of telehealth interviews within 24 hours of DSH contact.
 - iii. Providing DSH with all relevant and updated inmate medical records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records, upon request by DSH and, at a maximum of 24 hours from the initial request.

- iv. Providing DSH with a contact to facilitate any DSH Evaluator requested collateral contacts with jail and/or medical staff.
- v. Providing the necessary logistics to facilitate the scheduled tele-health interview with the IST defendant. Logistics shall include, but not be limited to, escorting the IST defendant from the individual's cell to the interview room where the telehealth video interview will take place and providing security and monitoring of the IST defendant as necessary.
- vi. Providing DSH and evaluators with a contact for technical assistance, and an emergency contact to report any incidents that may arise during the interviews.
- vii. Providing evaluators with access and security for any in-person interviews, which may occur at the sole discretion of DSH.
- viii. If services are provided on DSH grounds, then the Contractor shall participate in any of the DSH workplace violence prevention, infection control-illness prevention, and workplace safety measures or programs as may be required by DSH. This responsibility includes compliance with infection control measures, use of Personal Protective Equipment (PPE) as prescribed by DSH, attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH. DSH will provide the Contractor with electronic versions of the DSH's current Illness and Injury Prevention Plan (IIPP), Workplace Violence Prevention Plan (WVPP), DSH Code of Safe Practices, and other appropriate documents to support worksite safety and infection control.

7. THE DSH RESPONSIBILITIES:

- A. The DSH will provide the Contractor access to the DSH document management platform.
- B. The DSH will provide the Contractor one-time start-up funds, based on a flat rate set by DSH, for reimbursement of information technology support, equipment and software necessary to facilitate telehealth interviews such as laptops or tablets, internet and the associated licensing for necessary software in coordination with DSH.
- C. The DSH will reimburse Contractor for a portion of staff time utilized to facilitate video telehealth interviews for each telehealth evaluation conducted. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. Reimbursement will be based on a flat rate set by DSH.
- D. The DSH will coordinate with the Contractor regarding scheduling interviews, records requests, and collateral interview contacts for IST defendants.
- E. The DSH will provide Contractor with the most current approved IST invoice template. Contractor will be paid on a quarterly basis in arrears following the conclusion of the telehealth evaluations.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services which include, but are not limited to, providing DSH with collateral contacts, relevant records and scheduling interviews, in a timely manner—in accordance with timelines established by DSH.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending the term for up to one (1) one-year renewal and to add funding sufficient for that period at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement. Any amendments shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. Invoices should be sent no later than 90-days past the month the evaluation was conducted "(e.g., April 2023 invoice packet must be submitted no later than July 1, 2023)."
- C. The invoice shall identify all IST Defendants for whom DSH was provided with relevant updated inmate medical records and has completed an interview. Refusals will only be paid when Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant..
- D. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.
- E. The DSH is not responsible for services performed by Contractor outside of this agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- F. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at either:

Department of State Hospitals

Attn: Accounts Payable

1215 O Street, MS-2

Sacramento, CA 95814

OR

E-Mail: DSHSac.AccountsPayable@dsh.ca.gov

- B. Contractor shall submit one original and one (1) copy of each invoice, unless emailed.
- C. Contractor must utilize the most current DSH approved IST invoice template provided by DSH. The Contractor shall type, not handwrite, each invoice. Step by step instructions to complete the invoice will be provided by DSH.
- D. DSH Administrators will provide the Contractor with the most current approved IST Invoice template and detailed Invoice instructions.
- E. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

F. Contractor shall list and itemize in accordance with section 5, Budget Detail, all services or deliverables provided on each invoice.

G. Contractor shall include the following on each submitted invoice:

- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated;
- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213);
- iii. First initial and last name of IST Defendant evaluated;
- iv. Invoice total;
- v. Written proof of DSH's approval as required by this Agreement for those services requiring pre-approval.

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

A. Contractor shall be compensated in accordance with the following:

Rate Sheet

Jail Support Cost	Rate
One-time start-up Cost Reimbursement per County (laptops/software etc.)	\$5,000.00
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) Rate applies to services performed prior to July 1, 2022.	\$500.00 Flat Rate Per IST Evaluation
Sheriff Logistics and Coordination of re-evaluation (portion of jail staff time to provide support, escort, security and monitoring of the IST defendant) Rate applies to services performed after June 30, 2022.	\$1,000.00 Flat Rate Per IST Evaluation

- i. The portion of staff time utilized to facilitate telehealth interviews and evaluation of felony IST defendants in the jail will be compensated within the all-inclusive flat rate fee per each IST evaluation completed or refusal following articulated protocols referenced above.
 - ii. Each IST evaluation consist of a completed interview and updated records which include, but are not limited to, general medical records, mental health records, behavioral health records, and custodial records.
 - iii. If the IST Defendant declines to be interviewed to the evaluator, when the evaluator has the opportunity to speak to, see, and observe the defendant. the completed interview criteria will be met.
- B. The DSH does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement, and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in IST defendant referrals. The amounts indicated above/below will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed..
- C. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed to reflect work validated for completion. In no event will this change the contract price for the services actually rendered.
- D. Contractor must submit each invoice within ninety (90) days from the last day of the month in which services were rendered; unless Contractor has pre-approval, in writing, from the DSH. If Contractor fails to provide invoices within this timeframe, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

INVOICE TEMPLATE:

DSH IST Received Stamp		DSH IST Approved Stamp	
IST INVOICE			
Month:			
Year:			
Is this invoice the original or a supplemental (additional) submission?		Original Supplemental (Additional)	
FSD USE ONLY			
Invoice Number:			
Dispute Information:			
Disputed Date:			
Resolved Date:			
CONTRACT INFORMATION:		TO:	
Business/Contract Name		California Department of State Hospitals Attn: Accounts Payable, MS-2 1215 O Street Sacramento, CA 95814 DSHSAC.AccountsPayable@dsh.ca.gov	
Contracted Street Address			
Contracted City, State, Zip			
Contract Phone Number			
Current Contract Number			
STOP! Please read! The totals will appear once your contractor information is complete.			
Invoice Summary			
Evaluations:			
Total Invoice		\$ -	
CONTRACTOR SIGNATURE:		DATE SIGNED:	
Small Business Certification Number * (If applicable)			
Small Business Certification Stamp		Date to DSH Accounting Stamp	

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. ~~**INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
5. **INDEMNIFICATION**: *In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.*
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney

General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.
- B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department) but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, expressed or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

- A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow DSH to inspect its facilities and systems and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.
- C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

- B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:
 - i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more

often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Revised 11/17/2020

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS
(Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health (Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of State Hospitals (hereinafter "DSH"), pursuant to Contractor's agreement with DSH. (Such personal and confidential information is referred to herein collectively as "DSH PCI".) DSH and Contractor desire to protect the privacy and provide for the security of DSH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the DSH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all DSH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and DSH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of DSH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f) (2021).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e) (2021), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DSH.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: "PCI" means "personal information" and "confidential information" collectively (as these terms are defined herein).
- E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) (2021); or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2) (2021); or
 5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) (2021), or California Civil Code section 56.05, subdivision (j) (2021); or
 6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3) (2021); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of DSH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DSH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of DSH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes

a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DSH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DSH (including this Exhibit), any DSH PCI to anyone other than DSH personnel or programs without prior written authorization from the DSH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. 42 C.F.R. Part 2 compliance: DSH shall receive patient identifying substance use disorder treatment information for program evaluation and auditing purposes. In accordance with 42 C.F.R. part 2.53, DSH agrees to:
- (i) Maintain and destroy patient identifying information and records covered by 42 C.F.R. Part 2 in a manner consistent with the policies and procedures established under 42 C.F.R. part 2.16;
 - (ii) Retain records in compliance with applicable federal, state, and local record retention laws; and
 - (iii) Comply with the limitations on disclosure and use in 42 C.F.R. part 2.53(d).
- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DSH PCI for any purpose other than performing the Contractor's obligations under its agreement with DSH. DSH and its employees, agents, and subcontractors shall not use any data received from contractor for any purpose other than noted in this agreement, Welfare and Institutions Code section 4335.2.
- VII. Research compliance: DSH is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). DSH may receive protected health information and patient identifying substance use disorder treatment information for research purposes so long as disclosure is consistent with federal and state laws. Without limiting the generality of the foregoing, in accordance with 42 C.F.R. part 2.52(a) and 45 C.F.R. part 164.512(i), Contractor shall only disclose the data to DSH for research purposes after DSH obtains approval from the State of California's Institutional Review Board, the California Health and Human Services' Committee for the Protection of Human Subjects and furnishes documentation to Contractor. DSH shall follow all of its internal policies and procedures for obtaining approval for research using data reported by contractor. DSH agrees to comply with HIPAA and 42 C.F.R. Part 2 regarding all requirements including retention and destruction.
- VIII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DSH PCI, including electronic or computerized DSH PCI. At each location where DSH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DSH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide DSH with Contractor's current and updated policies within five (5) business days of a request by DSH for the policies.

- IX. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DSH PCI.
- X. Security Officer: At each place where DSH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DSH on matters concerning this Exhibit.
- XI. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DSH, including this Exhibit, or otherwise use or disclose DSH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for DSH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide DSH with its employee's certifications within five (5) business days of a request by DSH for the employee's certifications.
- XII. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XIII. Breach and Security Incident Responsibilities:
- A. Notification to DSH of Breach or Security Incident: The Contractor shall notify DSH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DSH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DSH PCI in electronic or computerized form, notification to DSH shall be provided by calling the DSH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such 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 or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code sections 1798.29 and 1798.82 (2021).
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DSH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DSH PCI, or to whom it is known or reasonably believed to have had the DSH PCI improperly disclosed to them; and
 3. a description of where the DSH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 and 1798.82 (2021) or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DSH Program Contract Manager, the DSH Privacy Officer, and the DSH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist DSH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or 1798.82 (2021), and regardless of whether Contractor is considered only a custodian and/or non-owner of the DSH PCI, Contractor shall, at its sole expense, and at the sole election of DSH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e), or 1798.82, subdivision (f) (2021). Contractor shall inform the DSH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DSH in its submission of a sample copy of the notification to the Attorney General.
- F. DSH Contact Information: To direct communications to the above referenced DSH staff, the Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Contract Managers	Chief Privacy Officer	Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1215 O Street, MS-5 Sacramento, CA 95814 Email: privacy.officer@dsh.ca.gov and dshsaclegalprivacy@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1215 O Street, MS-4 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218
	Chief Privacy Officer Scott Goodwin	Chief Information Security Officer Scott Goodwin

12440 Imperial Hwy Norwalk CA 90650 Email: srgoodwi@lasd.org Telephone: 562-345-4145	12440 Imperial Hwy Norwalk CA 90650 Email: srgoodwi@lasd.org Telephone: 562-345-4145
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- XIV. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DSH or (at the direction of DSH) to an Individual such disclosures of DSH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25 (2021), or any applicable state or federal law.
- XV. Requests for DSH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DSH Program Contract Manager all requests for disclosure of any DSH PCI requested by third parties to the agreement between Contractor and DSH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XVI. Audits, Inspection and Enforcement: DSH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DSH Program Contract Manager in writing.
- XVII. Return or Destruction of DSH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DSH for any reason, Contractor shall securely return or destroy the DSH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DSH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the DSH PCI or returns the DSH PCI to DSH; provided however, that on expiration or termination of the agreement between Contractor and DSH, Contractor shall not further use or disclose the DSH PCI except as required by state or federal law.
- C. Notification of Election to Destroy DSH PCI: If Contractor elects to destroy the DSH PCI, Contractor shall certify in writing within 30 days of the expiration or termination of the agreement to the DSH Program Contract Manager, the DSH Privacy Officer and the DSH Chief Information Security Officer, using the contact information listed in Section XI(F),

above, that the DSH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DSH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DSH, available to DSH at no cost to DSH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DSH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DSH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and DSH.

Attachment 1
Contractor Data Security Standards

Contractor is exempt from all Contractor Data Security Standards set forth in Exhibit F, Attachment 1 as it is not applicable to this agreement.

1. **Contractor is exempt from all Contractor Data Security Standards set forth in Exhibit F, Attachment 1 as it is not applicable to this agreement. General Security Controls**
 - A. **Confidentiality Statement.** All persons that will be working with DSH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DSH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DSH inspection for a period of three (3) years following contract termination.
 - B. **Background check.** Before a member of the Contractor's workforce may access DSH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
 - C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DSH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DSH Information Security Office.
 - D. **Server Security.** Servers containing unencrypted DSH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
 - E. **Minimum Necessary.** Only the minimum necessary amount of DSH PCI required to perform necessary business functions may be copied, downloaded, or exported.
 - F. **Removable media devices.** All electronic files that contain DSH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
 - G. **Antivirus software.** All workstations, laptops and other systems that process and/or store DSH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
 - H. **Patch Management.** All workstations, laptops and other systems that process and/or store DSH PCI must have operating system and application security patches applied, with system

reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DSH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All DSH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing DSH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DSH PCI, or which alters DSH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DSH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DSH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DSH PCI can be encrypted. This

requirement pertains to any type of DSH PCI in motion such as website access, file transfer, and E-Mail.

- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DSH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DSH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DSH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DSH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DSH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DSH PCI to maintain retrievable exact copies of DSH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DSH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DSH data.

5. Paper Document Controls

- A. **Supervision of Data.** DSH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DSH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DSH PCI is contained shall be escorted and DSH PHI shall be kept out of sight while visitors are in the area.

- C. **Confidential Destruction.** DSH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the DSH PSCI is no longer needed.
- D. **Removal of Data.** DSH PCI must not be removed from the premises of the Contractor except with express written permission of DSH.
- E. **Faxing.** Faxes containing DSH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DSH PCI shall only be mailed using secure methods. Large volume mailings of DSH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DSH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Revised 12/21/21

Procurement and Contracts Services Section
1215 O St., MS-2
Sacramento, California 95814
www.dsh.ca.gov



May 13, 2022

Los Angeles County Sheriff's Department
211 West Temple Street
Los Angeles, CA 90012

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine

Dear Los Angeles County Sheriff's Department:

On March 4, 2022, Governor Gavin Newsom issued Executive Order (EO) N-6-22 regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority, including the Department of State Hospitals, to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website located at: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>. Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Sincerely,

ROBERT HORSLEY
DSH IT and Non-IT Purchasing Authority Contact
Administrative Services Division
Business Management Branch
cc: Procurement/Contracts File

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Los Angeles County Sheriff's Department	95-60000927
By (Authorized Signature)	

Printed Name and Title of Person Signing

Robert G. Luna, Sheriff

Executed in the County of	Executed in the State of
Los Angeles	California
Date Executed	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Los Angeles County Sheriff's Department		<i>Federal ID Number</i> 95-60000927
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Robert G. Luna, Sheriff		
<i>Date Executed</i> 	<i>Executed in the County of</i> Los Angeles	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



GEORGE GASCÓN
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET LOS ANGELES, CA 90012 (213) 974-3500

July 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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY TO ENTER INTO DATA USE AGREEMENTS
WITH VARIOUS PUBLIC, PRIVATE, GOVERNMENTAL, OR EDUCATIONAL ENTITIES
OR INSTITUTIONS
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests delegated authority for the District Attorney's Office (LADA) to enter into Data Use Agreements (DUAs) with various public, private, governmental, or educational entities or institutions for the purpose of analyzing criminal justice policy reforms in Los Angeles County (County), including reducing racial disparities and incarceration in the criminal justice system.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Los Angeles County District Attorney (DA) or his designee, to execute DUAs with 1) the State of California, Committee on Revision of the Penal Code (CRPC), 2) the Regents of the University of California (UC Regents), on behalf of the California Policy Lab (CPL), and 3) future DUAs, substantially similar to Attachment I, with various public, private, governmental, or educational entities or institutions, excluding for-profit entities, relating to criminal justice policy reforms, including reducing racial disparities and incarceration in the criminal justice system, subject to review and approval by County Counsel.
2. Delegate authority to the (DA), or his designee, to execute any revisions, amendments, change notices, or extensions to the DUAs that are consistent with the requirements of the DUAs and terminate the DUA when it is in the best interest of the County.

3. Approve the limited use of mutual indemnification for DUAs, as described herein, between the LADA and other public, private, governmental, or educational entities or institutions, excluding for-profit entities, subject to review and approval by the Chief Executive Office (CEO) Risk Management and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommendations will allow the LADA to expedite the execution of DUAs, which are necessary to conduct official government business, program evaluation and planning, identify operational improvements, and engage in effective policy development as it relates to public safety policy reforms throughout the County, including the reduction of racial disparities, and incarceration in the criminal justice system. The data, analysis and research provided by DUAs will also enhance the LADA's ability to implement the County's Anti-Racism, Diversity and Inclusion Initiative. With your Board's approval of the recommended action, LADA will exercise delegated authority to execute DUAs with the CRPC, the UC Regents, and future DUAs with public, private, governmental, or educational entities or institutions, excluding for-profit entities, in order to establish research partnerships on specific criminal justice objectives.

LADA recognizes that to accomplish its mission of achieving criminal justice in an effective, ethical, and racially equitable system that protects the community, restores victims of crime, and honors the rights of the accused, new approaches must be pursued. The publication of data and increased transparency has given County residents greater access to information that demonstrates the LADA's commitment to keeping them safe.

While the State of California, County, and LADA have embraced emerging data sharing practices to promote transparency, innovation, and evaluate the effects of criminal justice policies, the current infrastructure within LADA is not currently able to fully evaluate the effects of various reforms and policies. Engaging research partners with specific expertise in data collection and evaluation will provide LADA an academic, data-driven, research-oriented analysis of criminal justice policies, and will further permit researchers, policymakers, and the public to assess whether laws, criminal justice policies and operational practices are having their intended effects.

The following two (2) DUAs will be executed upon approval by your Board.

Committee on the Revision of the Penal Code

The CRPC selected the LADA, the largest local prosecutorial office in the United States, to fulfill its legislatively mandated activities pursuant to Government Code §§8280-8298. CRPC, established on January 1, 2020, pursuant to Government Code § 8280(b), exists within the

California Law Revision Commission and researches and submits annual reports and recommendations regarding revision of criminal procedure and substantive criminal law, alternatives to incarceration, improvements in the parole and probation systems, and sentencing reforms to the Governor and the Legislature.

CRPC has the authority to receive LADA's data pursuant to Government Code § 8286, and LADA, as a local governmental entity, may provide data to CRPC pursuant to Government Code § 8286.5. CRPC has also executed DUAs with the California Department of Justice and the California Department of Corrections and Rehabilitation to analyze their data. LADA was selected to provide data because it is the largest prosecutorial agency in the State of California and its data related to charging decisions is an invaluable set of data from which a more thorough examination of critical data points within the span of a criminal prosecution through outcome may be obtained. The contribution of LADA data to the study is essential for CRPC to conduct its research and inform the Governor and Legislature.

Regents of the University of California, on behalf of California Policy Lab

CPL, a non-partisan, UC Regents research institute, operating out of the University of California Berkeley and Los Angeles campuses, specializes in the research and analysis of governmental agencies in the policy areas of: education, social programs, criminal justice reform, poverty and the social safety net, labor and employment, health, and homelessness and high needs populations. CPL aims to improve outcomes for Californians who utilize public services by building lasting research partnerships with State and local governments, assisting governmental agencies by providing data and policy analysis and research expertise to inform future policy decisions, including within other County departments. CPL also collaborates with other academic institutions when necessary to obtain additional research and analysis expertise.

With permission from your Board, CPL will analyze LADA data and policies with a focus on outcomes related to, but not limited to, the effect of sentencing enhancement reforms on public safety; racial and ethnic disparities in prosecution; analyzing data linkages of high utilizers of multiple systems including the justice system and shelter/emergency housing usage; the effect of youth justice reforms on public safety; and the effects of pretrial release policy reforms on public safety.

This DUA is intended to establish an academic research consortium, to provide research and analysis of LADA data to evaluate local criminal justice processes and LADA's ability to address criminal justice reform and public safety. The research consortium will permit additional academic institutions, with permission of LADA, and under the direction of CPL, to conduct additional, mutually agreed upon, research projects in accordance with the DUA.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

There is no impact on the County's general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

LADA data may be provided to bona fide research institutions concerned with the prevention or control of crime, the quality of criminal justice, or the custody or correction of offenders in accordance with Article 1, commencing with §13100; Article 5, commencing with §13200; and Article 6, commencing with §13300, of Chapter 2 of Title 3 of Part 4 of the Penal Code. LADA data may also be provided pursuant to a California Public Records Act request submitted pursuant to Government Code § 7920.000 if release of the information would enhance public safety, the interest of justice, or the public's understanding of the justice system and the person making the request declares that the request is made for a scholarly or journalistic purpose.

Future DUAs executed by LADA will require compliance with all applicable federal and State privacy and data protection laws, statutes, rules and regulations in the access, collection, use, storage, disposal, and disclosure of personal information. The DUAs will require the implementation of administrative, physical and technical safeguards to protect personal information and only permit access to authorized users who must undergo a California Department of Justice Live Scan Background check and be assigned a unique username and password.

LADA will ensure CEO's Risk Management reviews and approves any and all requests for mutual indemnification. The language in Attachment I may be included in DUAs between LADA and public, private, governmental, or educational entities or institutions, but may be modified subject to review and approval by Risk Management and approval as to form by County Counsel. The proposed mutual indemnification will allow for greater collaboration and working relationships with other entities.

The Honorable Board of Supervisors
July 25, 2023
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of DUAs does not propose attorney staff augmentation. Therefore, the LADA is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board Letter to Shaun Gipson, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Mr. Gipson at (213) 257-2777.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

kt

Attachment

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

Demographics

- LA ID
- Case number
- Date of Birth
- Sex
- Race
- Ethnicity
- Immigration Status
- Street Address
- City
- State
- Zip code
- First name
- Middle name
- Last name
- SSN
- Housing Status

Arrest/Booking

- Arrest Date
- Arresting Agency
- Arresting Officer
- Booking Officer
- Arrest Charge
- Arrest charge level
- Citation Information
- Arrest Location
- Booking Date
- Booking Number
- Bail amount requested
- CII Number
- Date of Latest Custody Status
- Booking ID
- Previous Booking ID
- Custody status

Filing

- Date of Filing
- Filed Charges(s)
- Filed Enhancement(s)
- Charge level
- Type of case
- Prosecutor
- Type of drugs involved in case

- City of offense
- Declination reason

Hearings

- Hearing Date
- Hearing Type
- Judge
- Courtroom Number
- Defense type
- Defense Identifier
- Defense Atty Start Date
- Bench warrants issued for FTA
- Probation Revocations
- Violations of court order
- Request for Interpreter

Plea

- Date of plea
- New Charge(s)
- Plea accepted
- Plea

Disposition & Sentencing

- Date of disposition
- Disposition
- Date of sentence
- Sentence
- Sentence Duration
- Sentencing Enhancements
- Resentencing/Expungement
- Restitution
- Case the diversion refers to
- Dollar amount of PSD
- Unique ID for PSD
- Date of PSD
- Amount of PSD
- Case of consecutive diversion

Alternative Programs

- Diversion referrals
- Diversion enrollments
- Diversion outcomes
- Release type



DATA USE AGREEMENT
BETWEEN
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
AND
THE COMMITTEE ON REVISION OF THE PENAL CODE

This Data Use Agreement (DUA) is between the Los Angeles District Attorney's Office (LADA) and the Committee on Revision of the Penal Code (CRPC), each individually referred to as a "Party", and collectively as the "Parties."

I. PURPOSE

- a. This DUA establishes the terms and conditions under which LADA will provide Data, as defined in Section IV of this agreement, to CRPC, a state entity created pursuant to Government Code §§ 8280-8298.
- b. CRPC, a policy-making body, is engaged in an ongoing study of California law and policy to recommend reforms to achieve the following objectives:
 - i. Simplify and rationalize the substance of criminal law.
 - ii. Simplify and rationalize criminal procedures.
 - iii. Establish alternatives to incarceration that will aid in the rehabilitation of offenders.
 - iv. Improve the system of parole and probation.
- c. LADA, a Department of the County of Los Angeles (County), is the largest local prosecutorial office in the United States and acknowledges that the research and publication of data informs policy decisions and increases transparency, giving the public access to information that demonstrates the LADA's commitment to keeping the public safe.

- d. CRPC requires LADA Data to complete its research and submit annual reports and recommendations to the Governor and the Legislature.
- e. To accomplish its legislative mandate, CRPC has established a formal research relationship with the California Policy Lab (CPL), a research consortium that is part of the University of California. CPL provides data storage and security and research resources for the CRPC.

II. TERM OF AGREEMENT

- a. This DUA shall be effective upon execution by all Parties ("Effective Date") and shall continue for a period of ten (10) years, unless terminated by either Party pursuant to Section IX.

III. AUTHORITY TO DISCLOSE DATA TO CRPC

- a. LADA is a "criminal justice agency" as defined by Penal Code § 13101 and is authorized to collect "criminal offender record information" (CORI) as defined in California Penal Code § 13102 for purposes of identifying criminal offenders and of maintaining as to each such offender a summary of arrests, pretrial proceedings, the nature and disposition of criminal charges, sentencing, incarceration, rehabilitation, and release.
- b. LADA Data is CORI, contained in its Prosecutors Information Management System (PIMS) and consists of confidential criminal case processing data, including case names, numbers, event dates, charges, case outcomes and individual-level data that includes Personal Identifying Information (PII) as defined by Penal Code § 530.55.
- c. The Parties acknowledge that pursuant to Penal Code §§ 13201 and 13202, only individuals and agencies specifically authorized by law may have access to CORI. The Parties shall comply with all applicable federal and state laws, statutes, rules and regulations regarding CORI.
- d. The Parties further acknowledge that any individually identifiable CORI compiled by LADA constitutes "local summary criminal history information" as defined by Penal Code § 13300, that the State constitutional right to privacy under Article 1, section 1 extends to such information, that under the statutory scheme regulating the disclosure of criminal history, nondisclosure is the general rule, and that this rule of non-disclosure applies not only to members of the public, but also to non-criminal justice agencies and other government officials. Exceptions to this rule are to be narrowly construed and all doubts resolved against disclosure. Furnishing

a criminal history record or information obtained from that record to a person not authorized by law to receive it is a crime under California law pursuant to Penal Code §§ 13302-13304.

- e. CRPC has the authority to receive LADA's Data pursuant to its legislative mandate outlined in Government Code §§ 8286–8286.5.
- f. LADA as a local governmental entity has the authority to provide Data to CRPC pursuant to Government Code §§ 8286–8286.5.
- g. Additionally, CRPC is authorized to receive LADA's CORI and local summary criminal history because it is a public agency or bona fide research institution concerned with the prevention or control of crime, the quality of criminal justice, or the custody or correction of offenders which is required for the performance of its duties, including its research, pursuant to Penal Code § 13202(a).

IV. DESCRIPTION OF DATA

- a. "Data" means the data contained in LADA's PIMS data warehouse.
- b. Subject to the exclusions set forth in this section, LADA will provide to CRPC its local summary criminal history data maintained in the PIMS Data warehouse. The specific data elements LADA will provide to CRPC shall be listed as specified in Attachment A, Requested Data Elements. Data shared with CRPC shall be limited to the data elements specifically defined and authorized by LADA pursuant to this DUA. If CRPC wishes to collect additional data, CRPC must submit an amended request in writing to LADA.
- c. CRPC acknowledges that the Data contained in PIMS contains Data that is generated and maintained by other government entities and incorporated into PIMS. LADA cannot verify the accuracy of imported information and CRPC is receiving the Data "AS IS." LADA will not be required to provide data elements that are listed in Attachment A but do not exist in the PIMS Data warehouse.
- d. CRPC acknowledges that juvenile case related Data is confidential, therefore, the Data extract shall exclude names, court case numbers, LADA case numbers and any other individual-level identifying Data. Juvenile case related Data shall be provided in an anonymized manner in which individual offenders cannot be identified.

- e. The Data extract shall exclude victims' names or other PII of victims and any work product information.

V. USE OF DATA

- a. CRPC's use of the Data is exclusively governed by this DUA and relevant law.
- b. CRPC shall not access, use or share the Data for any purpose other than to fulfill its legislative mandated duties pursuant to Government Code § 8290.5.
- c. CRPC may only access, use, or share the Data for the purposes specified in Government Code § 8290.5.
- d. Data may be used for CRPC's internal research and anonymized aggregate Data may be used in CRPC's written materials and communications subject to the limitations of section I. ("Purpose") above.
- e. CRPC may match and link the Data provided by LADA with other data but may not match or link the Data with any data that is outside the scope of CRPC's legislatively mandated purpose or duties.
- f. Data shall not be sold, shared, accessed, or used, internally or externally, for any purpose not directly described in this section without the written permission of LADA.
- g. Any additional use of or access to the Data received by CRPC shall be prohibited unless otherwise expressly permitted by LADA and set forth in writing pursuant to a modification of this DUA in accordance with Section VIII.

VI. DATA SECURITY, CONFIDENTIALITY, AND DATA ACCESS

- a. The parties shall be responsible for ensuring compliance with Data security and confidentiality protocols described in this DUA. The below provisions shall apply to CRPC and any third party approved by the LADA, including CPL. CPL currently provides all data storage, security, and confidentiality services for CRPC. CRPC shall ensure any third party, including CPL, complies with all the provisions.
- b. The Parties acknowledge that various federal and state and local laws and regulations, rules, and policies protect LADA Data from unauthorized

disclosure, and it is the Parties' intent to ensure that the provision and use of such Data between the Parties is done in compliance with those laws in accordance with the terms and conditions of this DUA.

- c. Parties represent that its access, collection, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws, statutes, rules and regulations.
- d. CRPC 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. If either party believes that there is a conflict between county policies and this agreement, the parties will meet and confer.
- e. The term "personal information" shall have the same meaning as set forth in subdivision (g) of California Civil Code §1798.29.
- f. Parties acknowledge the privacy rights of individuals to their personal information, as defined in California Civil Code §1798.29, that are expressed in the Information Practices Act (California Civil Code §1798 et seq.) and in Article 1, Section 1 of the California Constitution.
- g. Parties shall comply with all applicable federal and state privacy and data protection laws, statutes, rules and regulations in the access, collection, use, storage, disposal, and disclosure of personal information.
- h. All LADA Data shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, CRPC 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 LADA Data in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the LADA Information Security Officer.

CRPC will encrypt LADA Data transmitted on networks outside of the CRPC's control with Transport Layer Security (TLS 2.0) or Internet Protocol Security (IPSec), at a minimum cipher strength of 512 bit or an equivalent secure transmission protocol or method approved by LADA Information Security Officer.

In addition, CRPC shall not store LADA Data in the cloud or in any other online storage provider without written authorization from the LADA Information Security Officer identified in Section XI-g. All mobile devices storing LADA Data shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the LADA Information Security Officer.

- i. Parties shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this DUA.
- j. CRPC 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 this Section, 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.

CRPC 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 LADA Data to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If CRPC makes backups to removable media, all such backups shall be encrypted in compliance with the encryption requirements noted in this Section.

- k. CRPC will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or

required by the LADA Information Security Officer who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free and remains free of malware. CRPC agrees to provide LADA documentation proving malware protection status upon request.

- l. LADA shall prepare Datasets in a manner intended to facilitate navigation of the files and the establishment of defendant-level linkages across sets in accordance with this DUA.
- m. LADA shall transfer Data to CRPC in a secure manner, such as secure file transfer protocol, an encrypted cloud-based solution, or an encrypted hard drive.
- n. The Parties shall resolve incidents in which electronically submitted Data is not received by CRPC.
- o. Data shall be stored in an encrypted format on CRPC's secure data infrastructure. Data shall not be copied to other computers and shall not physically leave the CRPC Data infrastructure. Data shall be analyzed on CRPC's data infrastructure only, using thin clients on authorized remote machines. The CRPC data infrastructure is kept in a locked room with two-factor authentication, in a building that is monitored 24 hours per day, with guard response.
- p. CRPC shall comply, at a minimum, with recommended UC Regents security standards for electronic information and networked devices. Further information about CRPC's data security protocols are available upon request.
- q. CRPC agrees to employ industry best practices, both technically and procedurally, to protect LADA Data from unauthorized physical and electronic access.
- r. In the event LADA grants permission to CRPC to provide access to Data to a Third Party, Third Party will be required to accept the same obligations reflected in Sections V, VI, VII, VIII, IX, X, and XI of this DUA. Third Party's acceptance of those obligations, as well as any other provisions pertaining to Third Party's relationship with CRPC, will be submitted in writing to the LADA. LADA reserves the right to review and approve all Third-Party Contracts.
- s. CRPC shall strictly limit the number of individuals who have access to the Data to those necessary: (1) to fulfill its legislative mandated duties pursuant to Government Code § 8290.5; or (2) for administrative purposes related to data security ("Authorized Users"). CRPC shall submit a list to

LADA of the names and job titles of all staff members who will have access to the Data.

- t. Before gaining direct or indirect access to Data provided by LADA, all CRPC staff members, and Third Parties working at the direction of or in collaboration with CRPC, shall undergo at no cost to LADA a Federal Bureau of Investigation and California Department of Justice (DOJ) Live Scan Background check. Such background investigation must be obtained through fingerprints submitted to DOJ to include State, local, and Federal level review, which include, but may not be limited to, criminal convictions. The results must be provided to LADA prior to accessing LADA Data.
- u. CRPC staff members, and Third Parties working at the direction of or in collaboration with CRPC, shall be excluded from gaining access to the Data if LADA determines that information obtained from the Live Scan background check legally precludes them from having access to the Data. LADA will treat the results of the Live Scan Data as confidential information and shall not use the results in any way that violates privacy rights. LADA shall not transfer the Live Scan Data to a third party and shall use the Live Scan Data solely for the purpose of qualifying CRPC staff members, and Third Parties for access to LADA Data.
- v. CRPC shall assign each Authorized User a unique username and password which must be entered in order to access LADA Data. Complex passwords such as 10 characters that use both upper, lowercase, alphanumeric and special characters shall be used. Authorized Users shall not share accounts or passwords with other Authorized Users or Non-Authorized Users. Passwords shall be renewed every ninety (90) days, and inactive accounts shall be disabled if not active for thirty (30) days. CRPC shall maintain a log establishing an audit trail of who has accessed the Data.
- w. CRPC shall be responsible for ensuring compliance with all Data security and confidentiality protocols described in this DUA.
- x. A “security breach” means unauthorized acquisition of Data that compromises the security, confidentiality, or integrity of personal information. This includes a suspected, attempted, successful, or imminent threat of violation of information security policies or procedures, including acceptable use policies, unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information, and any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission.

- y. Upon discovery of a security breach or suspected security incident, intrusion or unauthorized access, use or disclosure of personal information, CRPC shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and shall take any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- z. CRPC shall instruct all Authorized Users, about the requirements for handling any Data provided pursuant to this DUA, including the confidentiality, disclosure, transmission, destruction, storage of, and access to the Data. CRPC shall also ensure that all Authorized users are aware of the potential sanctions for unauthorized disclosure or use of this Data, up to and including dismissal. CRPC shall ensure that Authorized Users have been informed of the procedures they must follow to maintain the confidentiality of the Data and that unauthorized dissemination or use of the Data may be a crime and could lead to civil and criminal penalties. CRPC shall report to LADA any unauthorized use or disclosure of the Data of which it becomes aware.

If CRPC or its agents detect a compromise, potential compromise, or breach in the IT security for the Data such that personal information and any other LADA Data transferred to CRPC that may have been accessed or disclosed without proper authorization, CRPC shall give written notice to the LADA Departmental Information Security Officers and the County Chief Information Security Officer within 48 hours of discovering the compromise, potential compromise, or breach in the IT security for the Data and will conduct any investigations of information security incidents. The Parties will cooperate with each other in any investigations of information security incidents and seek to identify the specific LADA Data involved in the incident upon LADA's written request, without charge, unless the Incident was caused by the acts or omissions of the LADA. As information about the Incident is collected or otherwise becomes available to CRPC, and unless prohibited by law, CRPC shall provide information regarding the nature and consequences of the Incident that are reasonably requested by LADA to allow LADA to notify affected individuals, government agencies, and/or credit bureaus.

- aa. CRPC shall 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, and shall assist and cooperate with forensic investigators, LADA, law firms, and and/or law enforcement agencies at the direction of LADA to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with LADA on any additional disclosures that LADA is required to make as a result of the incident.

- bb. CRPC shall include the following information in all notices of unauthorized use, disclosure, compromise or potential compromise of the Data:
- 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;
 - 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.
- cc. Upon discovery of a security breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Data on CRPC or any third party system, CRPC shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and shall take any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- dd. In the event of an inadvertent disclosure by LADA to CRPC of identifiable juvenile related data, victims' names or other PII, or attorney work product information, CRPC will maintain confidentiality, notify LADA within two (2) business days from the discovery of the disclosure and will immediately destroy the data in the manner described in Section VIII-c.
- ee. Notwithstanding any other provisions in this DUA, CRPC 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 LADA Data caused by CRPC including weaknesses, negligence, errors, or lack of information security or privacy controls or provisions or breach of this security requirement of this agreement but only in proportion to and to the extent such damages or fines are caused by or result from the negligent or intentional acts or omissions of CRPC. CRPC shall also be responsible for all notifications required to State agencies, affected persons in a security breach and any additional notification in accordance with all applicable federal, State, and local laws. CRPC shall pay all costs for notification and any other reasonable costs associated with a breach or incident CRPC shall provide LADA with copies of any notification. Additionally, CRPC shall include this provision in any Third-Party Contracts requiring the Third- Party to assume liability and/or responsibility for damages, fines, or action arising from an incident involving LADA Data caused by the Third-Party.

- ff. CRPC shall be responsible for providing notification to affected persons in a security breach in accordance with all applicable federal, State, and local laws. CRPC shall pay all costs for notification and any other costs associated with a breach or incident. CRPC shall provide LADA with copies of any notification.
- gg. CRPC shall ensure there are periodically conducted internal 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 appropriate staff certified to perform the specific audit in question at no cost and expense to LADA.

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

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

Such audit shall be conducted during CRPC's normal business hours with reasonable advance notice and mutually agreed upon times, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the CRPC's normal business operations. LADA'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 CRPC customers such as IP address, server names, etc. CRPC shall cooperate with LADA 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 LADA. CRPC agrees to consider all reasonable recommendations that result from such inspections, tests, and audits. In the event CRPC does not implement recommendations arising from an audit, CRPC will immediately notify LADA in writing no later than two (2) business days within receiving audit recommendations.

VII. PUBLICATIONS AND REPORTS

- a. CRPC shall only include anonymized aggregate level Data in any publications based on the Data provided by LADA. No research results shall be reported in a manner that permits direct or indirect identification of any individual. No findings, listing, information, or any reports derived from the Data may be released if such findings, listing, information or reports contain any combination of Data that might lead to the identification of an individual, unless authorized by law.
- b. CRPC shall submit to LADA for review any reports, presentations, articles, or other written material intended for publication, release, and/or dissemination. LADA shall have thirty (30) calendar days for its review of the Data intended for publication to ensure that no Data is released that permits direct or indirect identification of any individual or does not comply with the terms of this DUA. LADA will make every effort to work with CRPC to resolve outstanding questions. CRPC shall interpret the absence of feedback from LADA within that thirty (30)-day period that no Data has been identified in the publication that may permit direct or indirect identification of any individual and the publication may be published, released and/or disseminated as originally written.

VIII. MODIFICATION OF TERMS

- a. This DUA contains the entire understanding of the Parties and may only be amended by the mutual written consent of both Parties. A failure by one of the Parties to this DUA to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any

one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.

IX. TERMINATION OF AGREEMENT

- a. This DUA shall expire as of the date described in Section II.a., unless extended by agreement of the Parties or terminated earlier under this section.
- b. Either Party may terminate this DUA for any reason upon thirty (30) calendar days prior written notice to the other Party.
- c. Any Notice of Termination must be sent by electronic mail.
- d. Within five (5) business days from the date the Data is no longer needed to serve the purposes outlined in this DUA, CRPC ceases operation, or at termination or natural expiration of this DUA, whichever comes first, CRPC shall ensure destruction of all Data. CRPC must certify in writing that all Data is destroyed.
- e. CRPC 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 LADA Data consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the LADA Data cannot be retrieved. CRPC will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the LADA Data involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated LADA Contact within ten (10) days of termination or expiration of the DUA or at any time upon LADA's request. On termination or expiration of this Contract, LADA will return or destroy all CRPC's information marked as confidential (excluding items licensed to LADA hereunder, or that provided to LADA by CRPC hereunder), at LADA's option.
- f. Permanently erased is defined as follows: data is completely overwritten and unrecoverable. File deletions or media high level formatting operations do not constitute a permanent erasure.

X. GENERAL TERMS

- a. **NO REPRESENTATIONS AND WARRANTIES.** All Data is provided “As Is.” LADA makes no representation or warranty, express or implied, regarding the Data’s accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the Data will not infringe any patent, copyright, trademark, or other proprietary rights.
- b. **USE OF NAME.** Except as expressly provided in this DUA, neither Party shall use or register the other Party’s name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other Party, including any school, unit, division or affiliate (“Names”) in any advertisement, press release, or publicity with reference to this DUA or any product or service resulting from this DUA, without the prior written approval of, and in accordance with restrictions required by, an authorized representative of the Party whose name who is to be used. The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose, as described in Section I, of the relationship that is the subject of this DUA, without written permission from the other Party. In addition, CRPC shall recognize the contribution of the LADA in all public disclosures concerning CRPC’s research using the Data. Such recognition shall also include a disclaimer to the effect that published material does not necessarily reflect the views of LADA. Without limiting the foregoing, each Party shall cease all use of Names of the other Party permitted under this DUA on the termination or expiration of this DUA except as otherwise approved by the other Party.
- c. **NON-ASSIGNABILITY.** Parties shall not assign its rights and/or subcontract, or otherwise delegate its duties under this DUA, either in whole or in part, without the prior written consent of the other party. Any unapproved assignment, subcontract of delegation shall be null and void and may result in termination of this DUA.
- d. **INSURANCE.** CRPC shall maintain 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

CRPC shall also secure and maintain cyber liability insurance coverage with limits of \$10,000,000 per occurrence and \$20,000,000 in the aggregate during the term of the DUA, including coverage for: network

security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the DUA. CRPC shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon CRPC's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- e. LADA acknowledges that the State of California, in accordance with Government Code section 11007.4, has elected to be self-insured for liability exposures, and this satisfies the requirements described in Section d. as long as the State of California remains self-insured.
- f. OWNERSHIP RIGHTS. LADA retains all ownership rights to the Data transferred to CRPC and any third party pursuant to this DUA.
- g. NON-FINANCIAL AGREEMENT. This DUA is a non-financial agreement and the services described herein shall be provided at no cost. Each Party is responsible for its own expenses related to this DUA. There will not be an exchange of funds between the Parties for tasks associated with this DUA.
- h. INDEMNIFICATION. CRPC shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

The County shall indemnify, defend and hold harmless CRPC, its employees, agents and volunteers ("CRPC 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 Agreement, except for such loss

or damage arising from the sole negligence or willful misconduct of the CRPC Indemnitees.

- i. SUBCONTRACT OR THIRD PARTY. LADA acknowledges that in the course of performing its duties, CRPC will require the use of goods, services, and/or assistance of subcontractors or other third parties or suppliers. CRPC acknowledges that CPL is a subcontractor pursuant to this DUA. The terms of this DUA shall also apply to CPL and all third parties. CRPC shall ensure CPL and all subcontractors and third parties are 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 DUA, both for itself and to enable CRPC 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 this DUA; and (ii) CRPC 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 CRPC obligations under this Contract. CRPC shall obtain advanced written approval from the LADA Information Security Officer prior to any subcontractor, third party, or suppliers having access to any LADA Data.

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

CRPC will remain fully responsible for all the requirements under this DUA, including those that the CRPC has determined to subcontract or involve a third party, notwithstanding the County's approval of the CRPC proposed subcontract or third party.

CRPC must obtain certificates of insurance, which establish that the subcontractor or third party maintains all the programs of insurance required by the County as specified in Section X.d from each approved subcontractor or third party. Before any subcontractor or third party employee may access any Data hereunder, CRPC must ensure delivery of all such documents to the LADA.

- j. SEVERABILITY. If any provision of this DUA is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of this DUA shall not be affected.

- k. COUNTERPARTS. This DUA may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- l. GOVERNING LAW & LANGUAGE. This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.
- m. NOTICES. Any communication under this DUA, excluding transmission of Data, shall be delivered by email to the appropriate designated contacts described in Section XI. An additional copy of the communication may be delivered in person, by registered or certified mail, postage prepaid, or by recognized delivery service, to the appropriate designated contacts described in Section XI.
- n. ENTIRE AGREEMENT. Unless otherwise specified, this DUA and any exhibits attached hereto embody the entire understanding between LADA and CRPC for the purpose, and any prior or contemporaneous representations, either oral or written, are hereby superseded.

XI. DESIGNATED CONTACTS

- a. The following individuals will be designated as the “point-of-contact” for this DUA:

LADA Point of Contact	CRPC Point-of-Contact
Tracy Holcombe, Interim Director Los Angeles District Attorney’s Office Bureau of Administrative Services 211 W. Temple Street, 2 nd Floor Los Angeles, CA 90012 Email: tholcombe@da.lacounty.gov Telephone: 213-257-2774	Committee on Revision of the Penal Code Legal Director Thomas Nosewicz c/o UC Davis School of Law 400 Mrak Hall Drive Davis, CA 95616 Email: tnosewicz@clrc.ca.gov

- b. The following individuals will be designated as the “Security Officers” for the Data subject to this DUA. The Security Officers are responsible for the observance of all conditions of use and for establishment and

maintenance of security arrangements as specified in this DUA to prevent unauthorized use or disclosure.

LADA Security Officer	CRPC Security Officer
Nhan Le, Los Angeles County District Attorney's Office Information Security Officer 211 W. Temple Street, 3 rd Floor Los Angeles, CA 90012 Email: nle@da.lacounty.gov (562) 403-6668	California Policy Lab IT Manager Eduard Tomany Email: edtomany@g.ucla.edu Telephone: 310-597-7821

XII. SIGNATURES

The Parties have executed this DUA by and through their duly authorized representatives.

Los Angeles County District Attorney's Office

By: _____

Date: _____

George Gascón
District Attorney

Committee on Revision of the Penal Code

By: _____

Date: _____

Brian Hebert
Executive Director