



# Board of Supervisors Operations Cluster Agenda Review Meeting

**DATE:** May 29, 2024

**TIME:** 2:00 p.m. – 4:00 p.m.

**MEETING CHAIR:** John Leonard, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Thomas Luscombe

**This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' March 19, 2024 order.**

To participate in this meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in this meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 522268816# or [Click here to join the meeting](#)

Teams Meeting ID: 237 250 878 670

Passcode: UoBQAE

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)**

Members of the Public may address the Operations Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

## 1. CALL TO ORDER

## 2. GENERAL PUBLIC COMMENT

### **3. DISCUSSION ITEM(S):**

- A) Board Letter:  
REQUEST TO EFFECTUATE CHANGE IN ORDINANCE NO. 2007-0083  
BOS/EO – Hanna Cheru, Assistant Executive Officer and  
Lourdes Saab, Chief of Protocol
  
- B) Board Letter:  
APPROVE AMENDMENT NUMBER ONE TO CONTRACT NUMBER  
ME2021-01-C WITH VERTIQ SOFTWARE LLC TO PROVIDE ADDITIONAL  
DATA STORAGE AND UPGRADES TO THE ENTERPRISE CASE  
MANAGEMENT SYSTEM  
DME/CIO - Dr. Rakhshanda Ruby Javed, Chief, Forensic Laboratories
  
- C) Board Memo:  
NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT  
EXTENSION WITH RUNBECK ELECTION SYSTEMS, INC. (RUNBECK) FOR  
VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES  
RR/CC - Jerome Jordan, Assistant Registrar-Recorder/County Clerk and  
Aman Bhullar, Registrar-Recorder/County Clerk, Information Technology
  
- D) Board Letter:  
TEN YEAR LEASE USING COMMERCIAL PAPER NOTES TO FUND  
TENANT IMPROVEMENTS  
DEPARTMENT OF MENTAL HEALTH  
10330 PIONEER BLVD, SANTA FE SPRINGS  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- E) Board Letter:  
EIGHT-YEAR LEASE AMENDMENT  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
176 HOLSTON DRIVE, LANCASTER  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing
  
- F) Board Letter:  
NINE YEAR LEASE  
DEPARTMENT OF HEALTH SERVICES  
1000 SOUTH FREMONT AVENUE, ALHAMBRA  
CEO/RE - Alexandra Nguyen-Rivera, Section Chief, Leasing

### **4. PRESENTATION ITEM(S):**

None available.

### **5. ADJOURNMENT**

**UPCOMING ITEM(S) FOR JUNE 5, 2024:**

- A) LACDA/CIO - CONTRACT FOR MANAGED PRINT SERVICES
- B) LACDA/CIO - CONTRACT FOR ORACLE PEOPLESFT TECHNICAL SUPPORT AND PROFESSIONAL SERVICES
- C) CEO/RE - TEN-YEAR SUBLEASE  
DEPARTMENT OF MENTAL HEALTH  
525 WEST AVENUE P-4, PALMDALE
- D) CEO/RE - EIGHT-YEAR LEASE AMENDMENT  
DEPARTMENT OF MENTAL HEALTH  
21730 AND 21732 SOUTH VERMONT AVENUE, TORRANCE
- E) DCBA - AMENDMENTS TO TITLE 8 – CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS DIVISION 3 (HOUSING) TO ADOPT TENANT RIGHT TO COUNSEL ORDINANCE
- F) RR/CC - APPROVAL TO EXECUTE SOLE SOURCE CONTRACT WITH DIGITAL FOUNDRY, LLC. FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) 4.0 SOFTWARE DEVELOPMENT AND SUPPORT SERVICES

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>	6/25/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Executive Office of the Board of Supervisors, County Counsel	
<b>SUBJECT</b>	OFFICE OF PROTOCOL: REQUEST TO EFFECTUATE CHANGE IN ORDINANCE NO. 2007-0083	
<b>PROGRAM</b>	N/A	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: N/A	Funding source:
	\$	
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	The purpose of this letter is to effectuate the transfer of the Chief of Protocol and the supporting Office of Protocol from the Chief Executive Office to the Executive Office of the Board of Supervisors.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	N/A	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Hanna Cheru, Assistant Executive Officer, (213) 883-2564, hcheru@bos.lacounty.gov; Lourdes Saab, Chief of Protocol, (213) 458-6346, lsaab@protocol.lacounty.gov	



**EXECUTIVE OFFICE**



BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**JEFF LEVINSON**  
INTERIM EXECUTIVE OFFICER

COUNTY OF LOS ANGELES  
**EXECUTIVE OFFICE**  
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION  
500 WEST TEMPLE STREET, ROOM 383  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1411 • www.bos.lacounty.gov

**MEMBERS OF THE BOARD**

HILDA L. SOLIS  
HOLLY J. MITCHELL  
LINDSEY P. HORVATH  
JANICE HAHN  
KATHRYN BARGER

June 25, 2024

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

Dear Supervisors:

**REQUEST TO EFFECTUATE CHANGE IN ORDINANCE NO. 2007-0083  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The purpose of this letter is to effectuate the transfer of the Chief of Protocol and the supporting Office of Protocol from the Chief Executive Office to the Executive Office of the Board of Supervisors.

**IT IS RECOMMENDED THAT THE BOARD:**

- 1) Approve the attached Ordinance to effectuate the transfer of the Chief of Protocol duties and responsibilities from the Department of the Chief Executive Officer to the Board of Supervisors Executive Office and modernize the language in Chapter 2.36.
- 2) Authorize the Executive Officer of the Board to adopt the "Office of Protocol Donation and Expenditure Policy Guidelines", similar to the currently existing Guidelines, to make expenditures from donated funds only, as needed for its hospitality events related to the Consular Corps and to foreign dignitary visits (Attachment I).

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 10, 2007, the Board of Supervisors adopted County Code Section 2.018.142, setting forth the duties and functions of the Chief of Protocol for the purpose of providing liaison with the Consular Corps, other protocol offices and the community at large, with the mission of enhancing foreign investment and trade, and international understanding and goodwill. At that time, the Chief of Protocol operated under the direction of the County's Chief Executive Officer.

The Honorable Board of Supervisors  
6/25/2024  
Page 2

On January 3, 2022, the Chief of Protocol and the Office of Protocol began operating under the direction of the Executive Office of the Board of Supervisors. As such we are recommending the approval of the accompanying Ordinance to effectuate the transfer.

**FISCAL IMPACT/FINANCING**

There is no General Fund impact.

**FACTS AND PROVISION/LEGAL REQUIREMENTS**

The proposed amendment of Section 2.08.142 (Department of Chief Administrative Officer) to a section within 2.36.100 (Board of Supervisors) details the Chief of Protocol's duties and authority, including using donated funds for protocol activity purchases under the supervision of the Executive Officer of the Board of Supervisors. It has been reviewed and approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these recommendations affords the Office of Protocol clear policy definition under the Executive Office of the Board of Supervisors direction to continue to effectively carry out its responsibilities.

Respectfully submitted,

JEFF LEVINSON  
Interim Executive Officer, Board of Supervisors

JL:HC:LS:az

Enclosures

c: County Counsel

**LOS ANGELES COUNTY EXECUTIVE OFFICE OF THE BOARD OF SUPERVISORS  
OFFICE OF PROTOCOL  
DONATION AND EXPENDITURE POLICY/GUIDELINES  
*March 15, 2024***

**PURPOSE**

The Los Angeles County Office of Protocol within the Executive Office of the Board of Supervisors is responsible for ensuring that appropriate protocol is observed when foreign dignitaries visit Los Angeles County. It maintains liaison with the Los Angeles Consular Corps to promote international business, tourism, and cultural exchanges throughout Los Angeles County. Furthermore, its mission includes increasing international understanding and cultural awareness.

This document embodies the policy and procedures to assist the Office of Protocol (Protocol), Executive Office of the Board of Supervisors (EO) in fiscal operation; specifically, the deposit of donated funds, the purchase of needed commodities and the bill-paying activities. This policy only applies to the Office of Protocol within the Executive Office of the Board of Supervisors (EO).

**PROCEDURES**

1. The Protocol raises private donations to fund/support special events and expenses hosted by the Los Angeles County Board of Supervisors for the Consular Corps and visiting dignitaries. Use of these funds is limited to supporting the mission of the Protocol as described above.
2. The Protocol purchases necessary services, supplies, and commodities to support its mission and related activities. These purchases are required to comply with EO departmental policies and procedures and are subject to EO approval as prescribed in Item 3 below. It is recognized that Protocol conducts activities that are unique from other County departments. Such activities are solely payable from funds donated for Protocol purposes and may include:
  - Gifts and other incidental expenses related to Consular Corps Officials and visiting dignitaries.

All other operational related purchases and expenses are subject to appropriate County purchasing standards and fiscal controls.

3. The EO approval process will ensure integrity over vendor selection, prevention of impropriety, and that donated funds are sufficiently available for authorized payments requested.
4. The Executive Office of the Board of Supervisors will be responsible for fiscal responsibilities related to Protocol's interest-bearing trust fund. Such responsibilities include the timely deposit of funds, payment of invoices pursuant to Item 3 above, timely transfer of funds to the operating budget, and trust fund monitoring and reconciliations.



County of Los Angeles

May 14, 2024

Dawyn R. Harrison  
County Counsel



Hanna Cheru, Assistant Executive Officer  
Board of Supervisors Executive Office  
383 Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**Re: Ordinance Amending Title 2 - Administration of the Los Angeles County Code Relating to the Chief of Protocol**

**CONFIDENTIAL:**

*This material is subject to the attorney-client and/or attorney work product privileges.*

Dear Ms. Cheru:

Enclosed please find an analysis and ordinance amending Title 2 - Administration of the Los Angeles County Code to effectuate the transfer of the Chief of Protocol from the Department of the Chief Executive Officer to the Board of Supervisors Executive Office and to modernize the language of the ordinance.

Very truly yours,

DAWYN R. HARRISON  
County Counsel

By

A handwritten signature in blue ink, appearing to read 'Nicole Davis Tinkham'.

NICOLE DAVIS TINKHAM  
Chief Deputy

NDT:gl

c: Lourdes Saab

## ANALYSIS

This ordinance effectuates the transfer of the Chief of Protocol duties and responsibilities from the Department of the Chief Executive Officer to the Board of Supervisors Executive Office and modernizes the language in Chapter 2.36.

DAWYN R. HARRISON  
County Counsel

By:   
NICOLE DAVIS TINKHAM  
Chief Deputy

NDT:gl

Received: 4/25/24  
Revised: 5/14/24

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 2 – Administration of the Los Angeles County Code, relating to the move of the position of the Chief of Protocol from the Department of the Chief Executive Office to the Board of Supervisors Executive Office, and modernizing the language in Chapter 2.36.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 2.08.142 is hereby deleted in its entirety.

**~~Section 2.08.142~~ Chief of Protocol**

~~There is created the position of chief of protocol, which provides liaison with the Consular Corps, other protocol offices and the community at large, and organizes, formalizes, and extends protocol activities to enhance foreign investment, trade and international understanding and goodwill. The office of protocol supports the chief of protocol's mission.~~

~~1. Under the direction of the chief executive officer, the chief of protocol may solicit, accept and recognize, or reject, gifts to support and fund protocol purposes and activities. Such gifts may be accepted, subject to the requirements of Government Code section 25355, and any policy established by the Board of Supervisors related to the acceptance of gifts. Such gifts may be used for protocol activities including recognition events and hospitality, subject to the availability of donated funds. From such donated funds, the chief of protocol, under the direction of the chief executive officer, may purchase services, furnishings, materials, supplies, fixtures, equipment, and other personal property needed for protocol purposes and activities.~~

**SECTION 2.** Section 2.36.010 is hereby amended to read as follows:

**2.36.010 Department eCreated—Name.**

There is hereby created a dDepartment of the eCounty of Los Angeles, which shall be known as the "dDepartment of the bBoard of sSupervisors," which is referred to in this chapter as the "dDepartment."

**SECTION 3.** Section 2.36.020 is hereby amended to read as follows:

**2.36.020 Composition.**

The dDepartment shall consist of the offices of the members of the bBoard of sSupervisors and the office of the eClerk of the bBoard of sSupervisors.

**SECTION 4.** Section 2.36.030 is hereby amended to read as follows:

**2.36.030 Clerk of the bBoard—Office dDescribed.**

There is in the dDepartment the eOffice of the eClerk of the bBoard of sSupervisors, and as used in this chapter, "eClerk of the bBoard of sSupervisors" means the cClerk of the bBoard of sSupervisors provided for in S§ection 25100.5 of the Government Code.

**SECTION 5.** Section 2.36.040 is hereby amended to read as follows:

**2.36.040 Clerk of the bBoard—Duties gGenerally.**

The eClerk of the bBoard of sSupervisors shall perform those duties specified or permitted to be performed by him by the Charter of the eCounty of Los Angeles and by sState law. The Clerk of the Board of Supervisors shall also be known and designated as the "Executive Officer" and shall have the same meaning. In addition thereto, the eClerk of the bBoard of sSupervisors shall perform the following duties:

- A. ~~He shall~~ bBe the administrative head of the dDepartment.
- B. ~~He shall~~ kKeep or cause to be kept books or accounts for all receipts and disbursements in the dDepartment.
- C. ~~He shall~~ aAppoint all employees of the dDepartment and have direction and charge of all employees of the office of the eClerk of the bBoard of sSupervisors. The employees serving in the offices of the individual members of the bBoard of sSupervisors shall be under the immediate supervision of the bBoard member in whose office they are serving.
- D. ~~He shall~~ pProcess and keep or cause to be processed and kept all personnel and payroll records for all officers and employees in the dDepartment.
- E. ~~He shall,~~ pPursuant to the provisions of Ordinance 4099, and acting as the head of the dDepartment, file with the eCounty aAuditor-Controller and eChief ~~administrative~~ Executive eOfficer estimates of expenditures required by the dDepartment and estimates of revenue to be received by the dDepartment from sources other than taxation, together with such other fiscal information as either of such officers may require.

**SECTION 6.** Section 2.36.050 is hereby amended to read as follows:

**2.36.050 Clerk of the bBoard—Local aAgency fFormation eCommission dDuties.**

The eClerk of the bBoard, in ~~his~~their capacity ex officio as eExecutive eOfficer of the lLocal aAgency fFormation eCommission, may incur necessary incidental expenses not to exceed \$200.00 in any calendar month for and on behalf of the lLocal aAgency



Formation Commission for luncheon and dinner conferences and meetings and other related expenses incident to the performance of duty by such Commission and Executive Officer. Reimbursement for such expenses incurred shall be made upon the filing of claims therefor, which claims shall be filed in the same manner as claims are filed for reimbursement of expenses incurred under Section 5.40.090 of this code.

**SECTION 7.** Section 2.36.090 is hereby amended to read as follows:

**2.36.090 Board of Supervisors—Designation of Chairmanperson as County Mayor.**

The Chairmanperson of the Board of Supervisors and the Chairmanperson Pro Tem elected pursuant to Section 9 of the County Charter shall be designated as the County Mayor and the County Mayor Pro Tem, respectively. All references in this code and any other applicable laws to the Chairmanperson of the Board of Supervisors shall be deemed to refer to the County Mayor.

**SECTION 8.** Section 2.36.100 is hereby added to read as follows:

**2.36.100 Chief of Protocol.**

There is created the position of Chief of Protocol in the Department. The Chief of Protocol shall:

A. Initiate and maintain contact and connection with the Consular Corps, other protocol offices and the community at large; and

B. Organize, formalize, and extend protocol activities to enhance foreign investment, trade, and international understanding and goodwill. The Office of Protocol supports the Chief of Protocol's mission.

Under the direction of the Clerk of the Board, the Chief of Protocol may solicit, accept, and recognize, or reject, gifts to support and fund protocol purposes and activities. Such gifts may be accepted, subject to the requirements of Government Code section 25355, and any policy established by the Board of Supervisors related to the acceptance of gifts. Such gifts may be used for protocol activities including recognition events and hospitality, subject to the availability of donated funds. From such donated funds, the Chief of Protocol, under the direction of the Clerk of the Board, may purchase services, furnishings, materials, supplies, fixtures, equipment, and other personal property needed for protocol purposes and activities.

[236100NDTCC]

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>	6/25/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Medical Examiner (DME)	
<b>SUBJECT</b>	Amend Contract ME2021-01-C with VertiQ Software, LLC to increase the maximum contract amount to allow for critical upgrades to the MOON Enterprise Case Management System (ME-CMS) referred to throughout as MOON.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$412,000	Funding source: The contract cost is fully funded by net County Cost included in the FY 2023-24 Adopted Budget.
	TERMS (if applicable): The term of the contract expires on December 31, 2025, with three (3) additional one-year extension options available.	
	Explanation: The proposed amendment will increase the Maximum Contract sum by \$412,000 for a total Maximum Contract Sum not to exceed \$1,617,815. The proposed Amendment will be funded by salary savings within the Department's operating budget at zero net cost to the County.	
<b>PURPOSE OF REQUEST</b>	Add data storage for the continued operation of MOON and the addition of the Laboratory Information Management System (LIMS) module.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Approval of the recommended action will allow the Department of Medical Examiner to continue working with MOON, providing improved data security, supporting the life cycle of cases, and adapting to the changing requirements and needs of the Department. The additional LIMS enhancement to MOON will greatly decrease the amount of work laboratory staff are currently spending performing the manual data entry, review, and issuance of toxicology final reports.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how: Does this pertain here. I see information in our letter under strategic plan goals	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Silvia Gonzalez, Admin Services Mgr, (323) 343-0682, <a href="mailto:SGonzalez@me.lacounty.gov">SGonzalez@me.lacounty.gov</a> Dr. Nichelle H. Shaw, Administrative Deputy, (323) 343-0784, <a href="mailto:nshaw@me.lacounty.gov">nshaw@me.lacounty.gov</a>	



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MEDICAL EXAMINER**  
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



**Odey C. Ukpo, M.D., M.S.**  
Chief Medical Examiner

June 25, 2024

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:

**APPROVE AMENDMENT NUMBER ONE TO CONTRACT NUMBER  
ME2021-01-C WITH VERTIQ SOFTWARE LLC TO PROVIDE ADDITIONAL  
DATA STORAGE AND UPGRADES TO THE ENTERPRISE CASE  
MANAGEMENT SYSTEM  
(ALL DISTRICTS) (3-VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Department of Medical Examiner (ME) is requesting to Amend Contract ME2021-01-C with VertiQ Software, LLC to increase the maximum contract amount to allow for critical upgrades to the MOON Enterprise Case Management System (ME-CMS) referred to throughout as MOON, by adding additional data storage for the continued operation of MOON and the addition of the Laboratory Information Management System (LIMS) module.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with VertiQ to (1) enhance the Medical Examiner's software provided by VertiQ Software, and (2) increase the Maximum Contract Sum by \$412,000 for a total maximum Contract Sum not to exceed \$1,617,815.

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**Accreditations:**

*National Association of Medical Examiners (Provisional)  
California Medical Association-Continuing Medical Education  
Accreditation Council for Graduate Medical Education*

*ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories  
Peace Officer Standards and Training Certified*

2. Delegate authority to the Chief Medical Examiner, or his designee, to execute the remainder of Contract Number ME2021-01-C with VertiQ Software to include the modified Statement of Work.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Laboratory Information Management System (LIMS) is a database-managed system that collects, generates, and stores information related to forensic examinations to be utilized by the Department of Medical Examiner's Forensic Laboratory. More specifically, LIMS will enable the ME's Forensic Laboratory to efficiently and effectively track and manage toxicological specimens in sample batches, collect data from lab equipment, and convert run/sample test result information into case result reports. These results support the Department's ability to determine the cause and manner of death.

Throughout the toxicological testing of a case, multiple analyses are performed on different instrumentation technologies. Each result of these tests must be assessed for reporting. Currently, these results are transcribed manually to paper internal reports, then must be manually entered into an aging Access database, printed to a final report, and then uploaded into the casefile within Moon. This process is both time-consuming and error-prone. This LIMS would eliminate the double effort and reduce errors by automatically interfacing with the various instrumentation software to pull data directly into the LIMS, thus streamlining and improving the reporting process and reducing the time required to generate toxicology reports which are utilized in determining cause-and manner-of-death.

By utilizing VertiQ, much of the case-specific information needed to generate a report (i.e., up-to-date decedent name, doctor name, case number, specimens tested, etc.), which is currently also manually entered, will be seamlessly integrated from MOON into the LIMS. The system also helps the Department gather metrics and collect more accurate data regarding drug trends across demographics which are often reported to the Department of Public Health and thus the public at large.

Additional storage is required for the MOON application to function. The previous potential storage module, the Electronic Case File System (ECFS) was tested. Due to reliability issues, storage space scalability concerns, and data transfer speed inconsistencies, the system failed to meet the needs of the department.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The project aligns with the County's Strategic Goal III – Realize Tomorrow's Government Today; Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency. The Contract supports the implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications), including the replacement of Legacy systems.

The recommended action is also consistent with the principles of the County's Strategic Plan Goal III, Strategy III.3, to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the Department in carrying out its mission to provide essential services to the public in an effective and efficient manner.

**FISCAL IMPACT/FINANCING**

The proposed amendment will increase the Maximum Contract sum by \$412,000 for a total Maximum Contract Sum not to exceed \$1,617,815. The agreement will allow the Medical Examiner to move forward with the critical upgrades to the MOON Enterprise Case Management System (ME-CMS) with additional data storage and the addition of the Laboratory Information Management System (LIMS) module. The contract cost is fully funded by net County Cost included in the FY 2023-24 Adopted Budget.

The funding increase upon execution of the Amendment is as follows:

Cloud Data Storage:	\$230,000
<u>LIMS Module Enhancement:</u>	<u>\$182,000</u>
<b>Total Funding Increase:</b>	<b>\$412,000</b>

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under this agreement, VertiQ Software, LLC, will provide the Department of Medical Examiner with the aforementioned upgrades to the existing MOON system. The term of the contract expires on December 31, 2025, with three (3) additional one-year extension options available. The additional enhancement for the LIMS module is not expected to require additional provisions.

In compliance with Board Policy 6.020, Chief Information Office Board Letter approval, the Office of the Chief Information Officer (OCIO) has reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

County Counsel has reviewed this Board Letter and recommends approval.

**CONTRACTING PROCESS**

The Department issued an RFP in January 2021 for the purchase and delivery of an enterprise case management system. The solicitation and evaluation were completed in October 2021,

with three vendors submitting proposals. VertiQ was selected through the competitive process. In November 2021, the Department entered contract negotiations with VertiQ LLC.

On April 5, 2022, the Board approved the Contract with VertiQ for a term of two years with three (3) additional one-year extension options.

### **IMPACT ON CURRENT SERVICES OR PROJECTS**

Approval of the recommended action will allow the Department of Medical Examiner to continue working with MOON, providing improved data security, supporting the life cycle of cases, and adapting to the changing requirements and needs of the Department. The additional LIMS enhancement to MOON will greatly decrease the amount of work laboratory staff are currently spending performing the manual data entry, review, and issuance of toxicology final reports.

### **CONCLUSION**

Upon approval, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner, addressed to the attention of Silvia Gonzalez, Administrative Services Manager II.

Respectfully submitted,

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Odey C. Ukpo, M.D., M.S.  
Chief Medical Examiner

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Peter Loo  
Acting Chief Information Officer

Attachments (3)

**COUNTY OF LOS ANGELES  
DEPARTMENT OF MEDICAL EXAMINER  
Amendment No. 1  
to Contract No. ME2021-01-C**

The County of Los Angeles, Department of Medical Examiner (“COUNTY”) VertiQ Software LLC (“CONTRACTOR”) do hereby amend Contract No. ME2021-01-C as follows:

WHEREAS, on April 5, 2022, the Board authorized the Chief Medical Examiner or designee to approve and execute Contract No. ME2021-01-C with VertiQ Software LLC and any future amendments for as-needed changes, including changing the statement of work and adjusting the pricing schedule; and

WHEREAS, on April 23, 2023, the Board authorized the Chief Medical Examiner to execute Amendment No. 1 to increase the maximum contract amount by \$412,000 for a total Maximum Contract Sum not to exceed \$1,617,815, for critical upgrades to the Moon Enterprise System and additional data storage.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contract No. ME2021-01-C, Exhibit A, Statement of Work, is modified to add Exhibit A-1, Supplemental Statement of Work.
2. Increase the maximum amount of Contract No. ME2021-01-C by \$412,000 for a Maximum Contract Sum not to exceed \$1,617,815.

Except for the changes set forth hereinabove, all other terms and conditions of the original Contract No. 2021-01-C remain in full force and effect.

CONTRACTOR

COUNTY OF LOS ANGELES  
DEPARTMENT OF  
MEDICAL EXAMINER

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Odey C. Ukpo, M.D., M.S.  
Chief Medical Examiner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:  
Dawyn R. Harrison  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MEDICAL EXAMINER**  
**Supplemental Statement of Work**  
**Exhibit A-1**

Requirements for enhancement to Medical Examiner software provided by VertiQ Software to include a SaaS-based Laboratory Information Management System (LIMS) module.

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The rollout of this module will be deployed, managed, trained, and continually supported by VertiQ.

The specifications below describe the functionality provided by the LIMS System for the Department of Medical Examiner (DME).

## Functional Requirements:

**Data storage:** The system is capable of capturing and storing data related to the reception, logging, and tracking of specimens, along with the associated data about the decedent, prescribed tests, and the corresponding results. Data pertinent to every phase of the toxicology analyses is systematically recorded, ensuring a thorough tracking of the test lifecycle, quality control measures, and detailed documentation of results.

**Specimen tracking:** The system is capable of creating specimens and aliquots from specimens. The system also tracks pertinent data, like barcoding, volume, collected date, etc. It facilitates a comprehensive chain of custody to track specimens, covering internal and external transfers, as well as releases. The system also allows users to maintain an inventory of all specimens, that can be exported to Excel and included in out-of-the-box reports.

**Barcode Scanners:** The system is capable of integrating barcode scanners to ensure chain of custody and traceability of specimens and other evidence. By employing barcode scanners, the system not only captures and records crucial information but also establishes a streamlined process for real-time monitoring and validation.

**Specimen Lab Accessioning:** System users can configure independent accessioning locations for the laboratory and morgue/ME. Moving specimens in batches is also allowed.

**Lab Worklist:** Tests requested by Pathologists/ME can be easily integrated into the Toxicology worklist with real-time status tracking. The system allows users to create batches for work assignments, displaying specimens associated with the tests and their corresponding locations/barcodes to speed up the process.

**Resource optimization:** The system includes optimized work scheduling forms, such as the Pending Screen and Pending Quant's worklists, enabling users to efficiently assign tasks to the analysts; and the Pending Batch Approval form in which the user (chief or supervisor) can approve completed batches.

**Batch Creation and Sequencing.** By using a pick list, the user can incorporate specimens into a batch and perform various actions to create and validate a batch. This includes the ability to insert dilutions, reinjections, substitutions, calibrators/levels, solvents, and controls in the batch. Batch processing allows the inclusion of multiple samples from the same case, as well as various dilutions of those samples. Users will have the ability to perform dilution at an aliquot level and batch preparation and sequence level. Users can also modify the test sequence as needed. Upon confirmation of the batch, the chain of custody is automatically updated for the specimens included. Additionally, the system performs validations for the expiration date of calibrators/controls, ensuring accuracy and compliance.

**Instrument integration:** The system will integrate equipment referenced in Appendix A (where equipment technology is available) to implement automation and instrument management with minimal operational interruption while eliminating the risk of transcription errors. Integration will be performed using vendor and client cooperation.

**Tox Results:** The system allows users to enter results in batches, considering the dilution factors applied to the specimens. It also allows requesting new tests and even repeating them with dilutions if necessary. Results can be modified if needed after the completion of the batch. Missing results can be added, averaging between two results obtained from the same test and the same specimen barcode. Results can be entered with variable decimal places. Users can select results from the total result pool for reporting.

**Quality control:** The system can manage and monitor the processing and quality control with the use of calibrators. The results of these calibrators can be recorded and plotted on a graphical display for interpretation and analysis. The quality control of the specimens relies on the chain of custody records, which encompass volume changes and the condition upon receipt in the lab, as well as verifying the conservation status of each container, including storage temperature variations. Users will have the ability to export data for quality control purposes.

**Tox Report:** The System allows users to create preliminary, final, amended, corrected, and supplemental reports, in which the user can define which results need to be displayed, apply text style if needed, and add additional notes. Reports consolidate results by specimen type and include all analysis protocols. It will be possible to apply rounding rules to the results and specify the number of decimals to enhance the visualization of reports.

**Tests Requested to External Laboratories:** The system is capable of recording test analyses requested by external laboratories. The system automatically records the chain of custody of the specimens associated with the tests when sending them out. The NMS Lab integration allows us to request electronically the tests and receive the Toxicology Reports in the system, accelerating the exchange of information and providing a paperless and efficient workflow.

**Laboratory administration:** The system offers extensive control over laboratory operations by allowing the definition and configuration of quants, screens, and analytes. Administrators can set up quants to be automatically generated in response to positive screen results. This level of configuration allows laboratories to tailor their settings to specific needs, ensuring flexibility and managing diverse testing scenarios.

**Reporting:** The system allows users to perform statistical data analysis and surveillance. A package of out-of-the-box analytical and operational reports allows us to generate workload statistics and calculate turnaround times. The system includes a comprehensive feature that allows users to search toxicology results using several criteria. The results are presented in a customizable grid format, allowing users to customize the display according to their preferences and export the data to Excel. Moreover, to enhance dynamic data visualization, users have the option to craft interactive dashboards using Power BI, providing a more interactive representation of the toxicology data.

**Traceability reports:** The system can record, collect, and track specimen custody, equipment utilization, and supply usage. It can generate traceability reports in multiple formats (Excel, PDF, Word) to facilitate quality management.

**Audit controls:** The system provides management controls and audit capabilities over workflows, processes, and instruments.

**Access control:** The system is capable of creating, removing, and controlling user accounts. Data access can be granted based on the role and individual user level. User activities can be monitored within the system.

**Inventory control:** Must be able to track the usage of reagents such as control and calibrator lots, volumes, and expiration dates.

### Reporting Requirements

**Pre-built reports:** The System includes pre-built queries and reports on laboratory functionality and data such as reports in PDF, Excel, CSV, Word, XML, or HTML formats.

**Ad-hoc reports:** The System can generate ad-hoc queries and reports in PDF, Excel, CSV Word, XML, or HTML formats.

**Dynamic Dashboard:** The System has a dynamic dashboard that transforms raw data into visually compelling and customizable insights, enabling it to conduct trend analyses, track key metrics, and collaborate effortlessly with the team while ensuring the highest standards through integrated quality control features that enhance result accuracy. Experience an intuitive interface that improves decision-making with top-notch security, all designed to streamline the lab workflow efficiency.

**Data Export:** The System can export data in various file formats, including CSV, XML, XLXS, JSON, and text for data-sharing purposes.

**Connectivity:** The system database can be connected to 3rd party report systems, like Power BI or Tableau Business Intelligence Systems.

### Architecture, Administration, and Security

The LIMS system will adopt the architecture of the Moon case management system, seamlessly integrating into the same application. This integration will not only cover architecture and administration but will also ensure that the security measures employed mirror those of the already implemented system.

### Installation, Configuration, Training, Project

The project's methodology will closely align with that of the Moon case management system, with similar phases and processes. The approach taken for this project will mirror the established methodology employed in the Moon system.

### Consultation and Support Services

The support service will align with the high standards set by our current Moon case management system, offering responsive, expert, and personalized assistance to ensure a seamless implementation and maintain the quality of service our clients expect.

## Appendix A. Forensic Laboratory Equipment to be connected to LIMS

Location	Manufacturer & Model No.	Type	COMPUTER	COMPUTER IP	GC IP	MSD IP
2001	Agilent 5973Network	MS	340001738DT	10.219.0.102	10.219.0.193	10.219.0.185
2001	Agilent 6890 Series	GC	340001738DT	10.219.0.102	10.219.0.193	10.219.0.185
2001	Agilent 5973Network	MS	340001671DT	10.219.0.94	10.219.0.186	10.219.0.183
2001	Agilent 6890N	GC	340001671DT	10.219.0.94	10.219.0.186	10.219.0.183
2001	Agilent 6890 Series	GC	340001653DT	10.219.0.206	10.219.0.187	N/A
2001	Hewlett Packard 6890 Series	GC	340001618DT	10.219.0.236	10.219.0.188	N/A
2001	Agilent 5973Network	MS	340001374DT	10.219.0.250	10.219.0.184	10.219.0.182
2001	Agilent 6890N	GC	340001374DT	10.219.0.250	10.219.0.184	10.219.0.182
2001	Agilent 5975C	MS	340001371DT	10.219.0.231	10.219.0.189	10.219.0.105
2001	Hewlett Packard 6890 Series	GC	340001371DT	10.219.0.231	10.219.0.189	10.219.0.105
2001	Agilent 6890 Series	GC	340001137DT	10.219.0.101	10.219.0.194	10.219.0.191
2001	Hewlett Packard 5973	MS	340001137DT	10.219.0.101	10.219.0.194	10.219.0.191
2001	Agilent 5977B	MSD	----	Local	local	local
2001	Agilent 7890B	GC	----	Local	local	local
2001	Agilent 5977B	MSD	---	Local	local	local
2001	Agilent 5977A	MS	---	Local	local	local
2001	Agilent 7890B	GC	---	Local	local	local
2001	Agilent 7890B	GC	---	Local	local	local
2004	Agilent 7890B	GC	340001367DT	10.219.0.62	10.219.000.176	10.219.011.028
2004	Tecan Freedom Evo 75	Liquid handling robot	340001306DT	10.219.0.30	N/A	N/A
2004	Agilent 7890B	GC	----	Local	local	local
2004	Tecan Freedom Evo 75	Liquid handling robot	----	Local	local	local
2031	ABSciex Qtrap 4500	MSD	----	Local	local	local
2031	ABSciex Qtrap 4500	MSD	----	Local	local	local
2031	iSTAT 1	Glucose and electrolytes analyzer	----	Local	local	local
2031	ABSciex Qtrap 4500	MSD				



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MEDICAL EXAMINER-CORONER**  
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



**Jonathan R. Lucas, M.D.**  
Chief Medical Examiner-Coroner

**ADOPTED**

April 05, 2022

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

62 April 5, 2022

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO EXECUTE CONTRACT FOR PURCHASE AND IMPLEMENT AN  
ENTERPRISE  
CASE MANAGEMENT SYSTEM  
FISCAL YEAR (FY) 2021-22  
(ALL DISTRICTS) (3-VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Department of Medical Examiner – Coroner (Department) requests delegated authority to approve and execute Contract Number ME2021-01-C (Contract) with VertiQ Software, LLC (VertiQ) for software and implementation services and authorize the Chief Medical Examiner-Coroner or his designee to approve the procurement of a CMS solution from VertiQ to replace the Department's legacy Case Management System (CMS).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Medical Examiner-Coroner or his designee, to approve and execute Contract Number ME2021-01-C with VertiQ in substantial form as Attachment I, with an initial contract term of two years that encompasses software development and implementation of a modern enterprise case management system hosting and support and options for the County to exercise up to three, one-year extensions not to exceed five years, and the contract sum not to exceed \$1,205,815.

2. Authorize the Chief Medical Examiner-Coroner, or his designee, to approve and execute any future amendments or change request to the Contract, for as-needed changes, including changing the statement of work, adjusting the pricing schedule such additional work does not exceed the contract sum, in accordance with the applicable provisions of the Contract, subject to approval by County Counsel, review of Office of the Chief Information Officer (OCIO), and notification to the Board.

3. Authorize the Chief Medical Examiner-Coroner, or his designee, to approve and issue written notices to suspend or terminate, in whole or in part, the Contract pursuant to the terms of the contract, subject to approval by County Counsel, review of OCIO, and notification to the Board.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

#### Background:

In October 2018, the Department embarked on a Business Process Improvement (BPI) review project that was funded by a Productivity Investment Fund grant. The BPI project reviewed the Department's decedent case management workflows and recommended improvements to enhance efficiency and service delivery. Additionally, a high-level Information Technology (IT)-Fit Gap analysis of the Department's CMS was performed to determine whether the current CMS was appropriate for the future projected workflow. The findings of the IT-Fit Gap analysis concluded that the current legacy system needs to be retired. The current system is an outdated, twenty-plus year-old platform that cannot be modified and is no longer vendor-supported.

In February 2021, the Department initiated a Request for Proposals (RFP) for the solicitation of a new CMS to be funded with \$1,600,000 in IT Legacy Modernization funds approved by the County's IT Investment Board in November 2020. Three vendors submitted proposals to the RFP. The Department also procured a project manager to lead the implementation and support organizational change management through an Enterprise Services Master Agreement (ESMA), who was onboarded in October 2021.

In November 2021, VertiQ was selected as the prevailing RFP vendor for the procurement of the CMS software, and who, in conjunction with the ESMA-selected projected management team, will lead with the design, build, testing, training, implementation, and support of the modern CMS solution. Partnering with VertiQ for commercially available Software as a Solution and a project manager to lead the implementation work effort of the new CMS system will ensure the timeliness, completeness, and accuracy of the deployment, yielding a higher quality deliverable and efficient workflow.

#### Recommendations:

Approval of the first recommendation will allow the Department to enter into a new CMS agreement for two years with option to renew terms yearly for three additional years, that will improve the efficiency and comprehensiveness of the case management system, provide a single, case workflow that supports management of cycle times relative to National Association of Medical Examiners (NAME) standards and other performance metrics, improve the Department's security posture, improve data quality and allow remote capability for field staff.

Approval of the second recommendation will allow the Department to make necessary and as-needed changes to the contract, including those to the statement of work, the pricing schedule, as the CMS software is implemented and the need for such changes becomes evident for the efficient operation of the workflow. Such changes will be subject to funding limitations and subject to approval by County Counsel, review of OCIO, and notification to the Board.

Approval of the third recommendation will allow the Contract to be suspended or terminated in accordance with the provisions of the Contract subject to approval by County Counsel, review of OCIO, and notification to the Board.

### **Implementation of Strategic Plan Goals**

The project aligns with County Strategic Goal III – Realize Tomorrow’s Government Today, Strategy III.2.3, Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency. The Contract supports the implementation of technological enhancements and acquisitions that increase efficiency (e.g. infrastructure, software, hardware, applications), including replacement of legacy systems.

The recommended action is also consistent with the principles of the County’s Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by ensuring that resources are available to assist the Department in carrying out its mission to provide essential services to the public in an effective and efficient manner.

### **FISCAL IMPACT/FINANCING**

The total fiscal impact of the five-year CMS replacement project is \$1,600,000. These costs are fully offset by \$1,600,000 of IT Legacy Modernization funding approved by the County’s IT Investment Board in November 2020.

On February 9th, 2021, your Board approved an appropriation adjustment to transfer the \$1,600,000 of IT Legacy Modernization funding into the Department’s operating budget (Attachment III). These funds were unspent in FY 2020-21 and were approved by your Board to be carried over to FY 2021-22. Funds unspent in FY 2021-22 will be requested as carryover during the FY 2022-23 Supplemental Budget phase.

The CMS replacement project has three funding components: a recommended contract with VertiQ with a maximum contract sum not to exceed \$1,205,815 for the five-year term, \$330,050 for a one-time ESMA Contract with Public Consulting Group, and \$64,135 for one-time data conversion to be performed by Internal Services Department.

The recommended contract with VertiQ will provide services under a two (2) year initial contract term with three (3) optional one-year extension terms for a total of a 5-year term. The total County maximum contract sum includes: (1) \$476,815 for one-time implementation services during the initial term; (2) \$291,600 for software access, maintenance, support, and cloud-based hosting during the initial contract term; and (3) \$437,400 for software access, maintenance, support, and cloud-based hosting during the extension contract terms.



After the IT Legacy Modernization funds have been exhausted in FY 2027-28, the Department estimates that the ongoing CMS Software maintenance and support cost will be \$146,000, partially offset by the sunseting of legacy system.

The Department's budget will continue to be monitored and assessed annually through the Budget Status Report process. In FY 2028-29, if necessary, any outstanding funding need may be considered in the budget process, which will allow for recommendations to be made within the context of the Department's budget, the County's overall budget, and numerous competing funding priorities and requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

There are no legal requirements or prohibitions to this recommended action. County Counsel has reviewed this Board Letter and recommends approval.

The CIO has reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

### **CONTRACTING PROCESS**

The Department issued an RFP in January 2021 for the purchase and delivery of the CMS system. The solicitation and evaluation were completed in October 2021, with three vendors submitting proposals. VertiQ was selected through the competitive process. In November 2021, the Department entered into contract negotiations with VertiQ LLC. Following a series of negotiation sessions, the Contract (Attachment I) is in its substantial form. In addition, the Department identified and onboarded a Project Manager in October 2021 through the ESMA Program, Work Order E1-121.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended action will allow the Department to acquire a modern CMS to replace the existing legacy system. The new CMS will provide improved security, support the life cycle of a case, and adapt to the changing requirements and needs of the Department. The new CMS will ensure the Department's ability to track case activity, produce management reports, and assess responsiveness and outcomes.

### **CONCLUSION**

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department.

The Honorable Board of Supervisors

4/5/2022

Page 5

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jonathan R. Lucas'.

Jonathan R. Lucas, M.D.  
Chief Medical Examiner-Coroner

A handwritten signature in blue ink, appearing to read 'Peter Loo'.

Peter Loo  
Acting Chief Information Officer

DS

Enclosures



# CIO ANALYSIS

BOARD AGENDA DATE:

4/5/2022

This document provides an analysis and recommendations by the Office of the Chief Information Officer pertaining only to “requests concerning the approval of actions related to the management, design, development, acquisition, expansion, or purchase of **automated systems and/or related services**,” per [Board Policy 6.020, “Chief Information Office Board Letter Approval”](#). This document shall not be construed as endorsement, or a recommendation for approval, of any other items.

SUBJECT:

**REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22**

CONTRACT TYPE:

New Contract       Sole Source       Amendment to Contract #: Enter contract #.

SUMMARY:

**Description:** The Los Angeles County Department of Medical Examiner-Coroner (Department) is requesting Board of Supervisors (Board) approval to execute a new Contract with VertIQ Software, LLC (VertiQ) for purchase and implementation of its enterprise case management system. The Department will procure VertiQ's solution and implement a fully supported and managed cloud-based Coroner and Medical Examiner case management system (CME-CMS). The Department currently uses dated, twenty-plus-year-old platforms that are not flexible and easily adaptable to support current and future business requirements and do not comply with modern auditing and security standards. The new CME-CMS will provide improved security, support the life cycle of a decedent case, and adapt to the changing requirements and needs of the Department. The proposed Contract Term is five (5) years with three (3) one-year option terms for an aggregate period of five (5) years.

The Department also requests delegated authority to approve and execute amendments and change requests to the Contract, including changing the Statement of Work (SOW) and adjusting the pricing schedule not exceeding the Contract Sum, subject to approval by the County Counsel, review by the Office of the Chief Information Office (OCIO), and notification to the Board.

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

Additionally, the Department requests delegated authority to approve and issue written notices to suspend or terminate the Contract, subject to approval by the County Counsel, review by the OCIO, and notification to the Board.

**Contract Amount:** maximum contract sum is not to exceed \$1,205,815 for the entire Contract Term.

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

VertiQ Implementation Services <sup>1</sup> .....	\$	<b>476,815</b>
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Ongoing annual costs:

Software as a Service (SaaS) Fees <sup>2</sup> .....	\$	<b>729,000</b>
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Initial Term (Year 1 and 2).....	\$	291,600
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First Option Term (Year 3).....	\$	145,800
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Second Option Term (Year 4).....	\$	145,800
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Third Option Term (Year 5) .....	\$	145,800
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<b>Sub-total Contract Costs<sup>3</sup>:</b> .....	<b>\$</b>	<b>1,205,815</b>
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Other County costs:

One-time costs:

Contract Project Management Services.....	\$	330,050
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Internal Services Department (ISD) Services.....	\$	64,135
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<b>Sub-total One-time Other County costs<sup>4</sup>:</b> .....	<b>\$</b>	<b>394,185</b>
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<b>Total one-time costs:</b> .....	<b>\$</b>	<b>871,000</b>
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<b>Total ongoing annual costs:</b> .....	<b>\$</b>	<b>729,000</b>
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<b>Total Project costs<sup>5</sup>:</b> .....	<b>\$</b>	<b>1,600,000</b>
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Notes:

<sup>1</sup>THE \$476,815 IS A ONE-TIME CONTRACT COST, AN ESTIMATED 18 to 24-MONTHS PROJECT, BASED ON FIXED-PRICE DELIVERABLES.

<sup>2</sup> THE \$729,000 IS THE CONTRACT’S ONGOING ANNUAL COSTS FOR SAAS FEES FOR THE FIVE-YEAR TERMS, WHICH INCLUDE \$291,600 FOR THE INITIAL TERM AND \$145,800 FOR THREE OPTION TERMS TOTALING \$437,400.

<sup>3</sup> THE MAXIMUM CONTRACT COST INCLUDES ALL APPLICABLE TAXES IS NOT TO EXCEED \$1,205,815. THE COST INCLUDES \$476,815 FOR FIXED-PRICE DELIVERABLES IMPLEMENTATION SERVICES AND \$729,000 FOR FIVE-YEAR SAAS FEES.

<sup>4</sup> THE \$394,185 IS THE ONE-TIME TOTAL OTHER COUNTY COSTS WHICH INCLUDES A ONE-TIME COST FOR ISD SERVICES NEEDED FOR DATA CONVERSION/MIGRATION OF \$64,135, AND A COST TO HIRE A PROJECT MANAGER OF \$330,050 FOR THE IMPLEMENTATION.

<sup>5</sup> THE \$1,600,000 IS THE TOTAL PROJECT COST. IT INCLUDES \$1,205,815 FOR VERTIQ’S FIVE-YEAR CONTRACT TERM AND \$394,185 ONE-TIME COST OF ISD SERVICES AND CONTRACT PROJECT MANAGEMENT NEEDS. THE PROJECT IS FULLY FUNDED BY THE ONE-TIME APPROVED INFORMATION TECHNOLOGY LEGACY MODERNIZATION FUND, AND THE ONGOING COST WILL BE FUNDED BY THE DEPARTMENT OPERATING BUDGET.

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

ANALYSIS, RISKS, AND RECOMMENDATIONS:

- 1. Quality, Cost, and Schedule:** As with any system implementation project, there are risks related to quality, cost, and schedule. The Department worked closely with the OCIO and County Counsel to review its requirements and participated in the Contract negotiation. The Contract also required a dedicated Contractor Project Manager, privacy/network cyber insurance, continuous product support, and a defined dispute resolution procedure. The cost risk has been mitigated by making this a fixed-price deliverables contract. The Department mitigated the quality risks by implementing the project in a phased approach with appropriate deliverable acceptance criteria for a project at this level of complexity. The SOW detailed functional and technical requirements and well-defined use cases that are essential business processes of the Department. It also identified 17 reports and 70 forms required for the Department's use. The County Project Manager must work closely with the business subject matter experts and VertiQ during the user experience design phase to identify the required data and ensure the solution is designed and implemented to fulfill the Department's needs. The Department and VertiQ will need to jointly address the project schedule risks by developing a comprehensive project implementation schedule as part of the required Project Control Document.
- 2. Project Management, Governance, and Resources:** A strong project governance and steering committee, chaired by the executive sponsor, is needed to adhere to project scope, schedule, and budget, closely monitor project progress and review the resource changes and decline as a regular topic in the steering committee meeting. The Department should consider the County's Deputy Chief Information Officer assigned to the governance structure. The Department has hired a dedicated County Project Manager to work with the Contractor Project Manager and business stakeholders, manage scope changes, manage risks, and manage contract performance. The County Project Manager also must confirm project scope and approach, oversee contractor resources and schedule, manage Department resources and continuity of critical resources to deliver the project, enabling cross-training during the implementation to reduce dependency on the single point of failure.
- 3. System Interfaces and Integrations:** The Department plans to interface CME-CMS with two (2) other existing Department's systems. Commonly, interfaces are not well-documented, and new hardware/software platforms may require redesigning these system interfaces and/or configuration changes. The Department must conduct due diligence during the project business requirements and design phases to mitigate any subsequent challenges. The County Project Manager must closely work with VertiQ to develop a comprehensive project plan, testing strategy, and test plan to conduct thorough system integration testing to validate interface processes work as expected. This plan should identify each system, testing activities, dependencies, and the needed technical resources. Also, the County Project Manager should plan and secure necessary resources to complete end-to-end integration testing and closely coordinate these activities.
- 4. Data Migration/Conversion Plan:** The Department plans to migrate data from its dated and disparate systems into CME-CMS. The Department must work closely with business subject matter experts and VertiQ to define a detailed data migration plan to convert the matched

REQUEST APPROVAL TO EXECUTE CONTRACT WITH VERTIQ SOFTWARE, LLC TO PURCHASE AND IMPLEMENT AN ENTERPRISE CASE MANAGEMENT SYSTEM FISCAL YEAR 2021-22

cases and create a backup/archive plan and data retention policy for the current systems. The plan must include thorough regression testing activities that involve subject matter experts to validate and ensure the converted and migrated data transfer as expected.

5. **User Training:** CME-CMS will be the Department's core system implemented in modern technology and platform for department use. The Department's business practice will need to adjust, and user adoption is critical for a successful implementation. The Department should consider working with VertiQ to develop interactive online training courses for the various user roles. It will allow on-demand training courses for existing employees and new onboarding employees.
6. **Contract Risks:** No Contract risks have been identified. County Counsel participated in the negotiation and approved the Contract as to form.
7. **Information Security:** The County's Information Security Officer (CISO) reviewed the Contract, determined the project as a low-security risk, and did not identify any concerns. The CISO has recommended ongoing security practices and standards and communicated them to Department's Information Security Officer.

PREPARED BY:

*Thida Van*

3/23/2022 DATE

THIDA VAN, ACTING DEPUTY CHIEF INFORMATION OFFICER

APPROVED:



3/23/2022 DATE

PETER LOO, ACTING COUNTY CHIEF INFORMATION OFFICER



**VertiQ  
Software  
LLC**

03/15/2022

Department of Medical Examiner-Coroner  
Silvia Gonzalez  
Administrative Services Manager  
1102 N. Mission Road  
Los Angeles, CA 90033

**RE: Request for Proposals for Case Management System  
RFP No. ME2021-01**

Dear Ms. Gonzalez:

In response to the solicitation referenced above, **VertiQ Software LLC** (Contractor) has negotiated the attached Contract Number: **ME2021-01-C** for Case Management System (together with all exhibits and attachments thereto, hereinafter, Agreement) with the County of Los Angeles (County) on behalf of its Department of Medical Examiner-Coroner (Department).

The Contractor acknowledges and agrees that the County's Board of Supervisors (Board) is the ultimate decision-making body for the County and, accordingly, makes the final determination on behalf of the County whether to award or not award an agreement and as to the terms of such agreement. The Contractor additionally acknowledges and agrees that prior to submitting the Agreement to the Board for award consideration, unless otherwise determined to be in the best interests of the County, the Department must complete the review process provided for under Board Policy No. 5.055 (Protest Policy).

The Contractor understands and agrees that as of the date of this letter, absent extraordinary circumstances, the Contractor's proposal is matter of public record, with the exception of those specific portions of the Contractor's proposal which have been justifiably defined as business or trade secrets, and, if defined by Contractor, plainly marked as "Trade Secret," "Confidential," or "Proprietary." The Contractor further understands and agrees that a blanket statement of confidentiality or the marking of each page of the Contractor's proposal as confidential is not sufficient notice of exception and that the Contractor's must specifically label only those provisions of the Contractor's proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. In the event County is required to defend an action on a Public Records Act request for any such record or any parts thereof, including, but not limited to, those marked "Trade Secret", "Confidential", or "Proprietary", Contractor agrees to defend and indemnify County, its special districts, elected and appointed officers, employees and other agents from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the California Public Records Act.



The Contractor represents and warrants to the Department and the County as a whole that the Agreement is a firm offer of the Contractor, which shall not be changed or revoked by

Contractor pending the Department's completion of the review process under the Protest Policy and submission of the Agreement to the Board for award consideration and pending the Board's determination whether to award the Agreement.

The undersigned is an authorized officer of the Contractor who has actual authority to bind the Contractor to each and every term, condition and obligation contained in this letter and/or in the Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Kessel'.

Anthony Kessel  
CEO  
VertiQ Software LLC.





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**VertiQ Software LLC**

**FOR**

**CASE MANAGEMENT SYSTEM**

**Contract Number ME2021-01-C**

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- G Form(s) Required at the Time of Contract Execution
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**UNIQUE EXHIBITS**

- K Intentionally Omitted
- L Intentionally Omitted

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

- M1 Intentionally Omitted
- M2 Intentionally Omitted
- M3 Intentionally Omitted

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)  
AGREEMENT**

- N Intentionally Omitted

**SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- O Intentionally Omitted

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This Contract ("Contract") made and entered into this 5th day of April, 2022 by and between the County of Los Angeles Department of Medical Examiner-Coroner (DMEC), hereinafter referred to as County and VertiQ Software LLC, hereinafter referred to as "Contractor". VertiQ Software LLC is located at P.O. Box 787 Morgan Hill, CA 95038

### **RECITALS**

WHEREAS, the County may contract with private businesses for a Case Management System when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing a commercial off-the-shelf (COTS) Case Management System software and professional services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for software and professional services for a Case Management System; and

WHEREAS, Contractor is qualified, equipped, staffed, and willing to provide such A case management system and related services for and in consideration of the payments provided under this Contract and

WHEREAS this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein,

~~and for good and valuable consideration, the parties agree to the following: \_\_\_\_\_~~



# 1 APPLICABLE DOCUMENTS

1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

## **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work
- 1.2 Exhibit B - Pricing Schedule
- 1.3 Exhibit C - Contractor's Proposed Schedule
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law
- 1.10 Exhibit J - Intentionally Omitted

## **Unique Exhibits:**

### **Prop A - Living Wage Program**

- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted

## **Intellectual Property Developed-Designed by Contractor Forms**

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

## **Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement**

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

## **SB 1262 - Nonprofit Integrity Act of 2004**

- 1.15 Exhibit O - Intentionally Omitted

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

## **2 DEFINITIONS**

### **2.1 Standard Definitions:**

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

**2.1.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

**2.1.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence after execution by County's Board of Supervisors, and terminate after two years of Annual Maintenance and Support ("Annual Maintenance and Support") as provided in Exhibit B-SOW-Pricing Schedule, Tasks and Deliverables, Item 2.0, or no later than December 31, 2025 ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for Annual Maintenance and Support for up to three (3) additional, one-year extensions, for a maximum total Contract term through December 31, 2028. Each such extension options may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.

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

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

### **5 CONTRACT SUM**

#### **5.1 Total Contract Sum**

- 5.1.1 The Contract Sum shall not exceed \$(1,205,815) as set forth in Exhibit B, Pricing Schedule.

## **5.2 Written Approval for Reimbursement**

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

## **5.3 Notification of 75% of Total Contract Sum**

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

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

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

## **5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the

terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be submitted to the following address:

Department of Medical Examiner-Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033  
Attn: Accounting

5.5.6 **County Approval of Invoices**

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

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.6 **Intentionally Omitted**

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

5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

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

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

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

**6 ADMINISTRATION OF CONTRACT - COUNTY**

**6.1 County Administration**

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

**6.2 County's Project Director**

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

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however,

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

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

### **6.3 County's Project Manager**

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

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

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

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

### **6.4 County's Contract Project Monitor**

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

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

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



## **7.2 Contractor's Project Manager**

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

7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

## **7.3 Approval of Contractor's Staff**

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

## **7.4 Contractor's Staff Identification**

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

## **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to

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

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6. A legal defense provided to County pursuant to Contractor's indemnification obligations under this Paragraph 7.6.2 shall be promptly conducted by Contractor and performed by counsel selected by Contractor and approved by County, subject to any reservation of rights to refuse a tender of defense and/or indemnification that Contractor may assert, and which specifies the basis, in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, and in the event Contractor fails to defend, County, as set forth herein, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment, County shall be entitled to reimbursement from Contractor for all such damages, legal fees, costs, and expenses incurred by County in the conduct of its defense and assertion of rights

under this Paragraph 7.6 up to the total amount of fees paid by County to Contractor for deliverables as described in Paragraph 8.43.2.1 as of the date of the alleged breach or misconduct, or the amount of any damages, legal fees, costs, and expenses to which County may be entitled to reimbursement under any applicable insurance coverages specified in Paragraphs 8.24 and 8.25, whichever is greater, which damages are only applicable until the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule. Thereafter, i.e., subsequent to System Acceptance, reimbursement by applicable insurance for damages shall be measured and allocated based on the comparative liability of the parties. Notwithstanding County's exercise of the extension options under Paragraph 4.2, Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Department Head or his/her designee as authorized by the Board of Supervisors.

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

8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Department or his/her designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to negotiate in good faith with Contractor to reach an agreement to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), whereby the services to be provided by the contractor under this Contract would also be reduced correspondingly. The County's notice to the contractor regarding the need to initiate discussions to address potential reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions through a "Budget Reduction Notice." Upon receipt of any Budget Reduction Notice, Contractor agrees negotiate in good faith to meet County's needs, to pause the Services set forth in the Contract and to provide system storage space at no additional fee to County for a maximum of two (2) months (the "Budgetary Pause"), at which time County will be responsible to pay for any and all storage and personnel fees incurred by Contractor due to a Budgetary Pause, and if County does not initiate such payment, Contractor reserves any and all rights to initiate an action for breach of this Agreement and to seek any and all damages, fees, costs, and

expenses of whatever kind, including attorneys fees, that are incurred by Contractor in connection with this Section 8.4.1.

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

8.5.2.1 Within ten (10) business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. A legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be promptly conducted by Contractor and performed by counsel selected by Contractor and approved by County, subject to any reservation of rights to refuse a tender of defense and/or indemnification that Contractor may assert, and which specifies the basis, in writing. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, and in the event Contractor fails to defend, County, as set forth herein, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment, County shall be entitled to reimbursement from Contractor for all such damages, legal fees, costs, and expenses incurred by County in the conduct of its defense and assertion of rights under this Paragraph 8.6 up to the total amount of fees paid by County to Contractor for deliverables as described in Paragraph 8.43.2.1 as of the date of the alleged breach or misconduct, or the amount of any damages, legal fees, costs, and expenses to which County may be entitled to reimbursement under any applicable insurance coverages specified in Paragraphs 8.24 and 8.25, whichever is greater, which damages are only applicable until the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule. Thereafter, i.e., subsequent to System Acceptance, reimbursement by applicable insurance for damages shall be measured and allocated based on the comparative liability of the parties. Notwithstanding County's exercise of the extension options under Paragraph 4.2, Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

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

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or



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

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

- 8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public

Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively

reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review

of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

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

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

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

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

## **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

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

employees for the period prescribed by law.

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

### **8.18 Facsimile Representations**

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### **8.19 Fair Labor Standards**

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

### **8.20 Force Majeure**

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



any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

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

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

## **8.21 Governing Law, Jurisdiction, and Venue**

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

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

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

### **8.24 General Provisions for all Insurance Coverage**

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

#### **8.24.2 Evidence of Coverage and Notice to County**

**8.24.2.1** Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy

of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

**8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

**8.24.2.3** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

**8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Medical Examiner-Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033

Attn: Silvia Gonzalez, Contracts

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

### **8.24.3 Additional Insured Status and Scope of Coverage**

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

### **8.24.4 Cancellation of or Changes in Insurance**

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

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

#### **8.24.7 Contractor's Insurance Shall Be Primary**

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each

subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.15 **County Review and Approval of Insurance Requirements**

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

### 8.25 **Insurance Coverage**

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

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

#### 8.25.4 **Unique Insurance Coverage**

##### 8.25.4.3 **Intentionally Omitted**

##### 8.25.4.2 **Intentionally Omitted**

##### 8.25.4.3 **Intentionally Omitted**

##### 8.25.4.4 **Intentionally Omitted**

##### 8.25.4.5 **Technology Errors & Omissions Insurance**

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

##### 8.25.4.6 **Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of **\$ 3 million** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions);



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

#### **8.25.4.7 Intentionally Omitted**

#### **8.26 Intentionally Omitted**

#### **8.27 Most Favored Public Entity**

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

#### **8.28 Nondiscrimination and Affirmative Action**

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination

provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non-Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head or designee shall resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

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

### **8.35 Prohibition Against Inducement or Persuasion**

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

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response

to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

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

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

- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this

Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. Contractor shall maintain or provide County with access (e.g., electronic means) to all such material at a location in Los Angeles County, and to provide system storage space at no additional fee to County for a maximum of 30 days, at which time County will be responsible to pay for any and all storage and personnel fees incurred by Contractor due to usage of system storage space. In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the

contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Intentionally Omitted.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every

subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Department of Medical Examiner-Coroner  
1104 N. Mission Road  
Los Angeles, CA 90033  
Attn: Contracts

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

- 8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available



to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

#### **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination, and except as otherwise directed by the County, the contractor shall:
  - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
  - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - 8.43.1.1 Contractor has materially breached this Contract; or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall continue the performance of this Contract, if practicable, to the extent not terminated under the provisions of Sub-Paragraph 8.43.

8.43.2.1 To the extent that damages (including any fees and costs) are awarded to County in a final non-appealable judgment for a default occurring before System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule, County shall be entitled to recover from Contractor the following damages:

(a) The total amount of fees paid by County to Contractor as of the date of the alleged breach or misconduct, excluding those amounts for which County has accepted and paid for Contractor's completion of milestone tasks (i.e., Items 1 through 10 in Exhibit B-SOW-Pricing Schedule) under the terms of the Agreement, and

(b) An amount not to exceed \$10,000 representing mitigation costs required to procure the goods and services terminated under this Contract, according to proof, and for legal fees and costs, and expenses incurred by County in asserting its rights under this Sub-Paragraph 8.43.1. Contractor's maximum liability for mitigation costs under this Sub-Paragraph 8.43.2.1(b) shall expire on the date of System Acceptance as defined in Task Item 10.3 of Exhibit B-SOW-Pricing Schedule.

- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing

favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

- 8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
  - 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

## **8.50 Warranty Against Contingent Fees**

- 8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

### **8.53 Time Off for Voting**

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

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

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

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

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

### **8.55 COVID-19 VACCINATION OF COUNTY CONTRACTOR PERSONNEL**

8.55.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

- 8.55.2 Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).
- 8.55.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 8.55.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel’s testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with



County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:

- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
- b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
- c. Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

8.55.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **8.56 Compliance with Fair Chance Employment Practices**

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

## **8.57 Compliance with the County Policy of Equity**

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

## **8.58 Prohibition from Participation in Future Solicitation(s)**

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

# **9 UNIQUE TERMS AND CONDITIONS**

## **9.1 Intentionally Omitted**

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

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and

the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

### **9.3 Ownership of Materials, Software and Copyright**

- 9.3.1 Intentionally omitted.
- 9.3.2 During the term of this Contract, the Contractor shall secure all of the Contractor's working papers and data prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein, and within thirty (30) calendar days of (i) termination of this Contract, (ii) County's discontinuance of payment of hosting fees, or (iii) written notice from County, Contractor shall make all County data available for downloading in an industry-accepted form for a period of 30 days. Thereafter, Contractor shall have no further duty under this Paragraph 9.3.2. following County's receipt of working papers and data prepared under this Contract.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's

proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 Intentionally Omitted**

## **9.6 Data Destruction**

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

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

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

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

## **9.7 Local Small Business Enterprise (LSBE) Preference Program**

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

- 9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

## **9.8 Social Enterprise (SE) Preference Program**

- 9.8.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.8.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.8.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

**9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.9.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
4. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

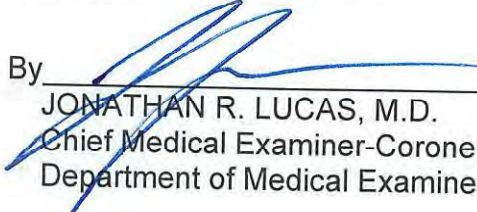
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the Chief Medical Examiner-Coroner, Department of Medical Examiner-Coroner or designee and approved by County Counsel, and Contractor has caused this Contract to be executed in its behalf by its duly authorized officer, this 5<sup>th</sup> day of April, 2022.

COUNTY OF LOS ANGELES

By   
JONATHAN R. LUCAS, M.D.  
Chief Medical Examiner-Coroner,  
Department of Medical Examiner-Coroner

CONTRACTOR

VERTIQ SOFTWARE, LLC

Signed: 

Printed: Anthony Kessel

Title: CEO

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA  
County Counsel

By \_\_\_\_\_  
BRIAN T. CHU  
Principal Deputy County Counsel



**LOS ANGELES COUNTY  
MEDICAL EXAMINER-CORONER**

**Contract NO. ME2021-01-C**

**FOR**  
**CASE MANAGEMENT SYSTEM**  
**STATEMENT OF WORK**  
**EXHIBIT A**



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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

This Exhibit A (“Statement of Work” or “SOW”) sets forth the scope of work for Los Angeles County’s (“County”) on behalf of the County’s Department of Medical Examiner-Coroner (“DMEC”), whereby the County seeks to obtain a medical examiner-coroner Cloud Based Software as a Solution (SaaS) Case Management System software (as further described herein, “CMS”) and professional services to implement and deploy the software (as further described herein, “Services”).

### 1.1 Scope of Work Overview

DMEC contract with an organization (Contractor) for the implementation of a SaaS Case Management System (CMS) that is targeted for Medical Examiner and Coroner business processes. The new CMS shall provide the following capabilities:

- Business Process Management (BPM) to support tracking the workflow of a death investigation case and National Association of Medical Examiner (NAME) cycle time tracking. BPM and NAME cycle time tracking capabilities include:
  - Track Elapsed Case Time (supporting “clock start and stop” and exceptions per NAME standards) as well as various incremental process and subprocess times throughout the case life cycle.
  - Assignment of Staff for workforce/resource management to allow cases to be processed efficiently within NAME standards
- Field team support via mobile devices
- Case Management – Structured data fields for key case information and comment fields for internal case notes and formal narratives
- Labels and barcoding
- Location and Chain of Custody management for decedent bodies, digital and physical evidence, personal property

In addition to the system capabilities to be provided by the software solution, DMEC will engage a Contractor to provide the following implementation services:

- Project Management
- Requirements Validation
- System Configuration
- Data Conversion
- Integration with Current and Future Systems
- Training
- Deployment Strategy
- Maintenance and Support

# STATEMENT OF WORK (SOW)

## 1.2 Department of Medical Examiner-Coroner (DMEC) Operation Overview

### 1.2.1 DMEC Background

DMEC is mandated by law “to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual deaths; unattended deaths; [and] deaths where the deceased has not been attended by either a physician or a registered nurse...in the 20 days before death” (California Government Code, Section 27491).

Approximately 19,000 deaths are reported to DMEC each year and jurisdiction is accepted on approximately 9,500 cases. These cases are investigated by DMEC; a postmortem examination is performed and a cause and manner of death are determined and recorded on the death certificate. Identification, notification of next of kin, management of property and evidence, and production of final reports, are also core tasks associated with the investigation.

To manage the quality and timeliness of its work, DMEC has identified internal performance standards and adopted National Association of Medical Examiner (NAME) Accreditation Standards. DMEC currently has provisional accreditation status with NAME and continues to improve case management processes in order to meet accreditation standards and obtain full accreditation status.

DMEC developed its first Department-wide computer system in the early 1990s. This system included the first version of CME (Coroners and Medical Examiners), a SaaS case management system that is still in use today. The system has been modified and is no longer supported by the vendor. The County implemented ECFS (Electronic Case File System) to replace CME developed using the xCP workflow environment on Documentum. DMEC currently is using ECFS version 2 implementation for select case management functionalities (e.g. specimen barcode creation, physical case file tracking). An attempted upgrade to ECFS version 3 has not been adopted by users in production. As a result, Excel workbooks, Access databases, paper forms and photocopies are relied upon in several key business process areas to supplement current case management systems. These additional case management solutions include but are not limited to property management (“Property Black Book”), evidence management (the paper “Evidence Log” and “Evidence Access DB”), and crypt management (“Crypt & Decedent Tracking Excel”).

DMEC wishes to move from its current paradigm of a nearly completely paper-based case file system to one where most of the case-related information is managed in a computer-based Case Management System in addition to the paper file, to whatever extent it exists. For example, currently there is no digital representation of exam reports, exam diagrams, or other key documents in the case management system. The new system should be able to allow an authorized user to completely or nearly completely review an entire case “file” in one sitting at his/her workstation using only the case management system.

In 2019, the DMEC conducted a Business Process Improvement (BPI) effort to identify improvement opportunities. DMEC has implemented some of the identified



## STATEMENT OF WORK (SOW)

changes, piloted new processes and continues to identify opportunities to fully achieve NAME cycle time standards. Digital capabilities were confirmed as a significant area of improvement, and DMEC has prioritized the solicitation of a new Case Management System (CMS) as outlined in this SOW package.

### 1.2.2 The National Association of Medical Examiners (NAME) Background

The National Association of Medical Examiners (NAME) is the national professional organization of physician medical examiners, medicolegal death investigators and death investigation system administrators who perform the official duties of the medicolegal investigation of deaths of public interest in the United States.

NAME is the national forum for the interchange of professional and technical information in this important segment of public administration. NAME seeks to promote excellence in the day-to-day investigation of individual cases as well as to improve the interaction of death investigation systems with other agencies and political entities that interface with death investigation in each jurisdiction in this country.

NAME serves as a resource to individuals and jurisdictions seeking to improve medicolegal death investigation by continually working to develop and upgrade national standards for death investigation. The published NAME Standards for a Modern Medicolegal Investigative System provide a model for jurisdictions seeking to improve death investigation.

As part of its mission to improve the quality of death investigation nationally and to recognize excellence in death investigation systems, NAME offers a voluntary inspection and accreditation program for medicolegal death investigative offices. The NAME Inspection and Accreditation Program is a peer review system, the goal of which is to improve medicolegal death investigation office or system performance through objective evaluation and constructive criticism. The standards emphasize policies and procedures and represent minimum standards for an adequate medicolegal system. NAME accreditation is an endorsement by the Association that the office or system meets the basic standards for a medicolegal death and provides reasonable assurances that the office or system serves its jurisdiction appropriately.

A major requirement for NAME accreditation is the turnaround time for completed reports of postmortem examinations, which is in turn dependent in large measure on the completion of toxicological examinations and investigative reports. Law enforcement agencies rely on these reports in the discharge of their duties and for completion of their investigations. The courts need these reports in cases that will be adjudicated. There are other interested parties (e.g., treating physicians and hospitals, government oversight agencies, federal investigators, organ and tissue donation organizations) who utilize autopsy findings to do their work as well. Delays in completions of cases by a medical examiner/coroner's office diminish the utility of this information. Two of the required standards for full accreditation with no deficiency are that 90% of all postmortem examination reports are finished within 90 days and that 90% of postmortem examinations are completed within 72 hours of report of death.

# STATEMENT OF WORK (SOW)

DMEC received provisional accreditation from NAME in response to the Office Report submitted on August 24, 2016 due to various deficiencies. Details are included in Section 1.3.4 NAME Deficiencies to Address via CMS in this document.

## 1.3 Purpose and Goals

The purpose of implementing a new CMS is to deploy an efficient and comprehensive case management system, to provide one case workflow that supports management of cycle times to NAME standards, one electronic case file and source of truth, and remote capability for field staff.

### 1.3.1 Key Objectives and Benefits

The key objectives of the CMS initiative include:

- Achieve and maintain full NAME accreditation
- Implement an efficient and comprehensive case management system
- Deploy a system that includes remote capability for field staff
- Structure case management data to enforce acceptance and track NAME exception criteria
- Provide unstructured case notes with ability to edit fields and apply case amendments, simplifying case review and reporting
- Support the capability to track and share information in real time to all critical users throughout the life of a case
- Replace existing electronic interfaces with the public web portal and document management system
- Provide capability to interface with future systems such as a call center system and a laboratory information management system (LIMS)
- Develop a long-term partnership with a SaaSmedical-examiner software vendor within the evolving ME-C sector and NAME standards

The anticipated benefits of implementing a Department-wide case management system include:

- **Clock Start and Stop Capabilities for Jurisdictional Cases** – Ability to “start and stop the clock” measuring the cycle time of a case as defined by NAME standards for jurisdictional responsibility from point of case creation (Reporting Desk) to completion (Medical Report)
- **Replacement of Paper-based Systems of Record** – Digitization of paper records which currently contain key information to be shared with various staff members during the life of a case, including but not limited to Form 1 Case Report (pink copy used for cause of death), Form 2 Personal Effects (for property intake), Form 15 Medical Report (yellow copy used

## STATEMENT OF WORK (SOW)

for test orders; pink copy used for cause of death), the “Property Black Book” record of Personal Effects inventory

- **User Experience** – Comprehensive, adaptive interface to accommodate the broad spectrum of end-user needs and competencies. It is anticipated the new system will assist staff in capturing required information and identifying necessary next steps to efficiently process a case
- **Barcoding** – Support generation and processing of all associated barcodes across the life of a case (including but not limited to decedent tag, physical evidence, physical property, specimens for handoff to the laboratory)
- **Case Review, Amendments and Analysis** – Baseline performance and functionality consistent with standard coroner medical-examiner case management software to include searching, viewing, amending, excerpting, auditing and annotating case records within a collaborative, real-time environment; Auditing includes a quality assurance process to pull a random sample of completed cases and assign them for review
- **Reporting** – Automated and manual capabilities to support measurement against NAME standards and DMEC goals, and to monitor key performance indicators (KPIs)
- **Vendor-Hosted & Supported ME-C CMS** – SaaS software hosted at a vendor-side facility designed with power and redundancy to minimize service outages; infrastructure-related support provided by the Vendor to augment DMEC’s first level help desk support team

# STATEMENT OF WORK (SOW)

## 1.3.2 Alignment to County of Los Angeles Strategic Plan, 2016-2021

The CMS aligns with the following components of the County of Los Angeles Strategic Plan 2016 - 2021:

### **Strategy III.2 Embrace Digital Government for the Benefit of our Internal Customers and Communities:**

- Implement technological business solutions to enable County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals.

### **Strategy III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data:**

- Establish a shared information management platform to enable County departments to identify common clients, securely share and exchange data to coordinate service delivery, and perform data-driven analytics to achieve outcomes in support of Board Priorities and other County-wide initiatives.

### **Strategy III.2.2 Leverage Technology to Increase Visibility of and Access to Services:**

- Ensure that each department maximizes the use of technology to raise awareness of available programs and services.

### **Strategy III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency:**

- Support implementation of technological enhancements and acquisitions that increase efficiency (e.g., infrastructure, software, hardware, applications) including replacement of legacy systems.

# STATEMENT OF WORK (SOW)

## 1.3.3 Alignment to DMEC Strategic Plan, 2018-2021

DMEC's vision is "to be the premier medicolegal death investigation agency, nationally recognized as a leader in the forensic science community."

The CMS initiative will support this vision through alignment with DMEC's Strategic Plan 2018-2021:

**Goal I: Become a Premier Resource for Medical Examiner-Coroners Nationally**

**Strategy A: Expand and Maintain Accreditation**

"Restore the DMEC to full NAME accreditation status"

**Goal III: Reimagining the Workplace of the Future**

**Strategy B: Implement modernization of Information Technology (IT) infrastructure.**

Objective: Integrate an efficient and comprehensive case management system.

Initiative 2: Modernize the Case Management System

"Contract with a vendor to replace the existing case management system to include designing, building, testing training and deployment of the system."

**Strategy C: Utilize data to drive decision making.**

Objective: Utilize operational data to enhance performance management.

Objective: Utilize case-level data to better utilize resources.

**Goal IV: Improve the Customer Experience**

**Strategy B: Provide timely data and reports.**

Objective: Implement method for electronically reporting cases to DMEC (by hospitals, mortuaries, etc.)

"Implement and develop procedures for electronic case reporting"

Objective: Implement policy to respond to data requests from partnering agencies and the public within 10 working days.

"Log requests and responses electronically."

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## 1.3.4 NAME Deficiencies to Address via CMS

DMEC received provisional accreditation from NAME in response to the Office Report submitted on August 24, 2018. Two specific deficiencies that are intended to be further addressed by the CMS include the following standards.

### **Section C. Morgue – Sub-Section 6. Post-Mortem Examinations**

#### ***Phase 2 Standard:***

*p. Are 90% of autopsies and external examinations performed within 72 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 72 hours of receipt of the decedent if an externally referred autopsy?*

#### ***Phase 1 Standard:***

*o. Are 90% of autopsies and external examinations performed within 48 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy?*

#### ***NAME Exceptions for Cycle Time Tracking:***

*NOTE: Some inspector discretion allowed. If an office does not perform autopsies and examinations on weekends or holidays, those days should not be included in the determination of the time between which jurisdiction is determined to the time that the autopsy or examination is performed. Circumstances such as delays related to long distance body transport, organ/tissue procurement, family religious beliefs/practices, education requirements and mass fatalities are appropriate exceptions to this item.*

### **Section F. Reports – Sub-Section 4. Reports of Post-Mortem Examinations**

#### ***Phase 2 Standard:***

*k. Are 90% of reports of all postmortem examinations completed within 90 calendar days from the time of autopsy?*

#### ***Phase 1 Standard:***

*l. Are 90% of reports of all postmortem examinations completed within 60 calendar days from the time of autopsy?*

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## 1.4 Work Expectation

Without limiting the more detailed descriptions set forth in the subsequent sections of this Statement of Work, and otherwise, in the resultant Contract and Project Management Plan, Contractor's Work hereunder shall include the following, in each case in full accordance with this Statement of Work:

- Contractor shall provide all Software Licenses and perform all Services, and other Work to set up, configure, develop, integrate and transfer knowledge to County staff on how to configure the CMS to support and operate within the County to the full benefit of the stakeholder agencies/departments. Contractor shall provide the County with a Software License for the perpetual use of the CMS and any additional software components necessary to meet the requirements described in this Statement of Work.
- Contractor shall perform, complete and deliver all Tasks, Deliverables, Goods, Services, and other Work as set forth below or in any referenced document, in full compliance with this Statement of Work. Such Tasks and Deliverables shall include all configurations, data loads, systems interface configuration, knowledge transfer, tests, training, systems documentation and system cutover services set forth or referenced herein. Also defined in this Statement of Work are those Tasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all Tasks and provide all Deliverables set forth herein.
- Contractor shall perform, complete and deliver all Tasks, Deliverables, Goods, Services and other Work as set forth in this Statement of Work within the United States. See Appendix A.
- 

## 2.0 FUTURE STATE SYSTEM REQUIREMENTS

DMEC envisions replacing CME, ECFS Case Management features, and other supporting applications (paper and digital) with a modern Commercial Off the Shelf (SaaS), medical examiner – coroner focused application that supports DMEC processing of decedent case information and death investigations from initial call to ultimate disposition and release. The CMS will serve as the single source of truth for death investigation cases and cycle time reporting according to NAME standards. In addition, DMEC envisions the new CMS will support their other services such as external agency assists.

DMEC anticipates upgrades and/or replacements to multiple associated systems including but not limited to LIMS and Reporting Desk Call Center technology and

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interfacing those future systems with the CMS. Therefore, the CMS shall be implemented with the flexibility to accommodate future integrations.

## 2.1 Functional Requirements

The required functional capabilities of the CMS to support the business processes of medical examiner-coroner case management are described in Appendix B1 – DMEC Use Cases and Appendix B2 – Requirements Response Workbook.

The Contractor shall provide the CMS software and services to configure and customize the CMS solution as defined in Appendix B2 – Requirements Response Workbook.

## 2.2 Technical Requirements

The required technical capabilities of the CMS are described in Appendix B2 – Requirements Response Workbook.

## 2.3 CMS Stakeholders

It is critical for the new system to support all key stakeholders within DMEC, in various divisions and units, as well as non-DMEC partner agencies. Table 1 provides a summary of the major stakeholders for the CMS.

**Table 1. Summary of Key Stakeholders**

Scope Area	Description
Key Stakeholders	<ul style="list-style-type: none"> <li>▪ DMEC Divisions               <ul style="list-style-type: none"> <li>○ Operations (includes Investigations and the Decedent Services Unit aka DSU)</li> <li>○ Medical (includes Deputy Medical Examiners and Forensic &amp; Photo Support)</li> <li>○ Forensic Labs (includes Evidence Control)</li> <li>○ Administration (includes Information Systems and Public Services)</li> </ul> </li> <li>▪ LA County Entities               <ul style="list-style-type: none"> <li>○ Law Enforcement Agencies (e.g. LASD, LAPD)</li> <li>○ Other County Departments (e.g. DPH, DHS, DMH, DPSS, DCFS)</li> <li>○ Information Systems Advisory Body (ISAB)</li> </ul> </li> <li>▪ Non-LA County Entities               <ul style="list-style-type: none"> <li>○ External Medical Consult Agencies</li> <li>○ External Laboratories (e.g. Toxicology)</li> <li>○ California Electronic Death Registration System (CA-EDRS)</li> <li>○ NAME</li> </ul> </li> </ul>



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DMEC has multiple divisions that support death investigations and additional case management activities. Some of these divisions have multiple units and teams. The department works as a whole and must have a common view of the case record through the CMS. Table 2 below describes the internal stakeholders.

**Table 2. Description of Internal Stakeholders**

Division /Unit	Description
<b>DMEC Operations (includes Investigations and Decedent Services)</b>	<p>The operations bureau is the largest segment of the Department; consisting of the Investigations and Decedent Services sections. It is responsible for the 24 hours a day, 7 days a week operation of the Department. The Medical Examiner-Coroner's Special Operations Response Team (SORT) is also under control of the operations bureau.</p> <p>Deaths that fall under the jurisdiction of the Medical Examiner-Coroner are investigated by the Investigations division. These deaths may require dispatching a Coroner Investigator to the scene of the death regardless of the time or location. Coroner Investigators will interview witnesses and emergency responders, photograph the scene, follow up on leads, collect evidence, make identifications, notify next of kin, secure valuables and interface with law enforcement agencies. Coroner Investigators prepare reports that are forwarded to the medical division for use in the determination of the cause and mode of death.</p> <p>The Decedent Services section is responsible to the transportation, processing, storage, and release of decedents' bodies. Bodies are recovered from any death scene including in public view, homes and hospitals. Decedent processing includes the weighing and measuring of bodies, the collection of personal effects, and the collection of physical and medical evidence, fingerprinting and tagging of the decedent. Bodies are maintained in refrigerated crypts to await autopsies and claiming by mortuaries, or release to County disposition.</p> <p>Decedent services are responsible for the day to day handling of decedents from pickup to release, along with their preparation for County disposition, and their preparation and transportation to the Riverside National Cemetery for unclaimed Veteran burials.</p>
<b>DMEC Medical</b>	<p>The Forensic Medicine Division consists of physicians, forensic technicians (FTs), and radiologic technologists (RTs). Physicians autopsy and examine Coroner's cases, determine cause and manner of death, prepare autopsy reports, and testify in court. FTs assist in autopsy and photograph and X-ray decedents. Radiologic technologists operate the CT scanner and other X-ray machines.</p> <p>The Division's main responsibility is to determine cause and manner of death for Coroner's cases. In addition, the Medical Division trains forensic pathology fellows, pathology residents, pathologist's assistant students, and medical students.</p>

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<p><b>DMEC Forensic Labs</b></p>	<p>DMEC Forensic Sciences Laboratories Division is responsible for the identification, collection, preservation, and analysis of physical and medical evidence associated with Coroner's cases. Its mission is to conduct a comprehensive scientific investigation into the cause and manner of any death within the Medical Examiner-Coroner's jurisdiction. This is accomplished through the chemical and instrumental analysis of physical and medical evidence.</p> <p>The laboratories division includes the following: Toxicology, Histology, Human Genomics Unit/DNA, Scanning Electron Microscope lab (includes gunshot residue and tool mark analysis), Field Criminalistics and Evidence Control.</p>
<p><b>DMEC Public Services</b></p>	<p>DMEC Public Services Division's mission is to provide responsive, efficient, and fiscally conscientious services in a professional and caring manner to the affected family members, involved law enforcement, mortuaries, medical personnel, other county departments, and executive staff. Public Services, operating out of the famous front-facing historic building on Mission Road, handles sensitive functions related to the initial, midpoint, and close-out of Medical Examiner-Coroner cases.</p> <p>The Public Services Division provides a number of services to families and the public. It is divided into different sections to help facilitate office visits. These services include Medical Examiner-Coroner case records management and release, safekeeping and release of decedent personal property, decedent billing, responding to law enforcement agency inquiries, managing civil and criminal subpoena requirements, and issuing death certificates to the mortuaries. Internal departmental support services include expeditious transcription of all dictated or handwritten autopsy reports, neuropathology reports, microscopic reports and offering clerical support to Deputy Medical Examiners.</p>
<p><b>DMEC Administration (includes FDIS (IT))</b></p>	<p>Administrative Services is responsible for all DMEC financial operations, departmental budget preparation, fiscal reports, human resources, payroll, litigation, procurement, accounting, revenue collection, volunteer services, diversity, contracts and grants, internal controls certification processes, workforce programs, facilities management, information technology, and other functions necessary to support the mission of the Department.</p>

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DMEC engages external stakeholders to complete some death investigations and ultimately shares and reports on their cases. Table 3 below describes the external stakeholders for the CMS.

**Table 3. Description of External Stakeholders**

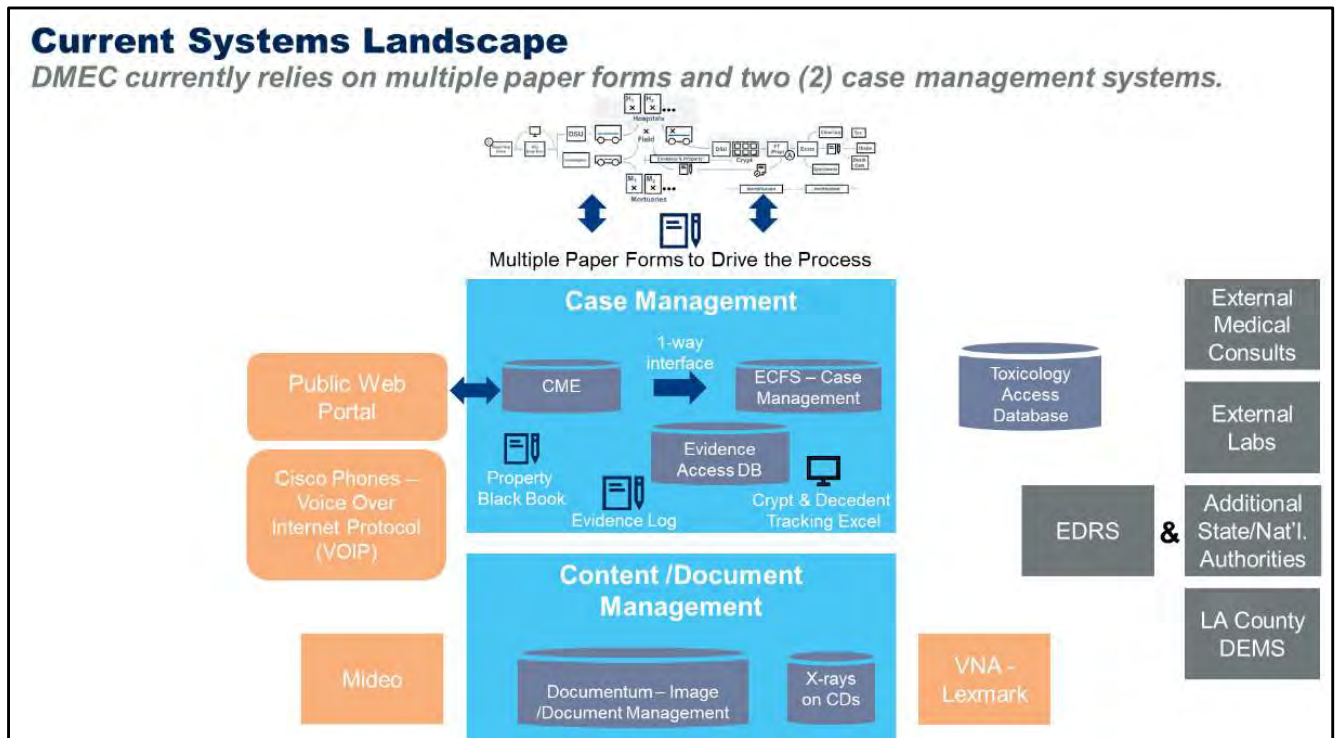
Entity	Description
<b>External Medical Consults</b>	Select jurisdictional cases managed by DMEC may require coordination with external medical agencies. Conversely, external agencies may consult with DMEC on a non-jurisdictional case. Elements of the CMS must support this type of coordination and cooperation within the Medical Examiner/Coroner community.
<b>External Laboratories</b>	Depending on demands of a specific case, DMEC Forensic Labs may require the services of an external laboratory to reach its necessary conclusions on DMEC jurisdictional cases. The future state CMS must support such interaction (e.g. receive results from outside laboratory electronically other than only by paper) and should consider external labs to be a key stakeholder group.
<b>EDRS</b>	The California Electronic Death Registration System (CA-EDRS or “EDRS”) is the statewide system for electronic records of death certificates. Currently, DMEC is not aware of any electronic interface supported between a CA Medical Examiner-Coroner’s office and EDRS. The Contractor should describe any experience in interfacing with a state death registry and propose capability to enable an interface in the future.
<b>LA County ISAB</b>	Los Angeles County Information Systems Advisory Body (ISAB) oversees an ongoing effort to create and implement a modern Digital Evidence Management System (DEMS). This system will interface between Law Enforcement Agencies, Public Defenders, DMEC, and other departments within the county to exchange digital evidence files in a secured and controlled environment. DMEC case information and/or associated digital evidence may require ISAB DEMS-supported sharing and exchange. The Contractor should describe any experience in interfacing with a cross-department or cross-agency digital evidence management system and propose capability to enable an interface in the future.
<b>LA County Law Enforcement Agencies (LEAs)</b>	Multiple law enforcement agencies in Los Angeles County work closely with DMEC, specifically in relation to cases which require criminal investigation or follow-up. LAPD and LASD interact with DMEC on a regular basis to receive/hand-off case files and artifacts (e.g. physical evidence, toxicology reports). DMEC is responsible for all death investigations and works with all local police departments in the County. The Contractor should describe experience and system capability to interact with law enforcement agencies on death investigations and other cases that medical examiner-coroners support.
<b>Other County Departments</b>	Part of the mission of the DMEC is to work collaboratively to reduce preventable deaths. One of the most common means of doing so is through sharing data for cross threading with other County departments the provide services and manage prevention or intervention programs. The Contractor should describe experience and CMS functionality related to sharing of data with other agencies on an as needed basis.

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## 2.4 System Interaction

The CMS must support future state business processes and provide a single source of truth for all DMEC case records. The system must be implemented in a manner that reduces current reliance on paper records and physical media, enables mobility for field staff, and integrates effectively with associated systems. CMS must support a path toward full NAME compliance and allow for future enhancements. See Figure 1 below for the current system landscape including key MS Access, Excel and paper systems of record.

Figure 1. DMEC Current Systems Landscape Diagram



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**Table 4. Current State CMS Scope Overview**

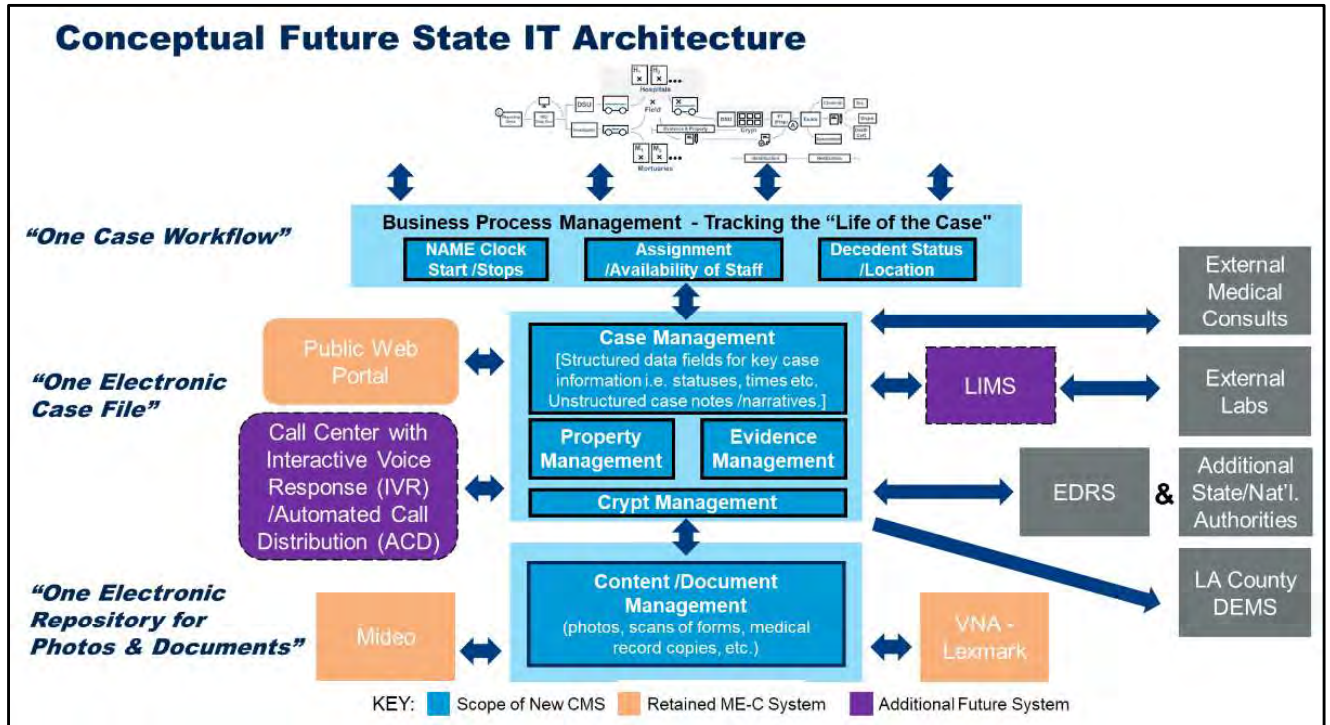
Scope Area	Description
<b>Legacy Systems to be Replaced</b>	<ul style="list-style-type: none"> <li>▪ Primary Case Management Systems                             <ul style="list-style-type: none"> <li>○ CME</li> <li>○ ECFS v2.0 (case management/non-document management portion)</li> </ul> </li> <li>▪ Other Systems                             <ul style="list-style-type: none"> <li>○ Evidence MS Access Database (for evidence control, gunshot residue testing for outside agencies to be tracked in future LIMS)</li> <li>○ Crypt &amp; Decedent Tracking Excel</li> </ul> </li> <li>▪ Paper-based Logs                             <ul style="list-style-type: none"> <li>○ Property Black Book</li> <li>○ Evidence Log (Form)</li> </ul> </li> </ul>
<b>Paper Forms to Replace / Incorporate</b>	<ul style="list-style-type: none"> <li>▪ Form 1 Case Report (pink copy used for cause of death)</li> <li>▪ Form 2 Personal Effects (for property intake)</li> <li>▪ Form Body Control Card</li> <li>▪ Form 3 Investigator's Report</li> <li>▪ Form 15 Medical Report (yellow copy used for test orders; pink copy used for cause of death)</li> <li>▪ Form 15b for changes in the cause or manner of death</li> </ul>
<b>Number of Users</b>	<ul style="list-style-type: none"> <li>▪ Total: 215 users currently</li> <li>▪ Investigation: 108 users</li> <li>▪ Medical: 50 users</li> <li>▪ Laboratory: 30 users</li> <li>▪ Public Services: 23 users</li> <li>▪ FDIS (IT): 5 users</li> <li>▪ Additional public users interacting with the CMS indirectly through DMEC's Public Web Portal</li> </ul>
<b>Volume Metrics</b>	<ul style="list-style-type: none"> <li>▪ DMEC receives 19,000 reported calls annually</li> <li>▪ DMEC creates cases for approximately half of reported calls (~9,500 cases in CME in 2019)</li> <li>▪ Over 285,000 files stored in existing CME /ECFS</li> </ul>

DMEC requires a CMS that will integrate with existing and future systems (including but not limited to call center technology, document management systems, Laboratory

# STATEMENT OF WORK (SOW)

Information Management System (LIMS)), support electronic interfaces with external systems, deliver mobile capability, and support enhancements. See Figure 2 below for the vision of a future CMS integrated with external systems.

Figure 2. DMEC Conceptual Future State IT Architecture



## 2.5 Functional Capabilities

The CMS must meet the business and functional requirements of DMEC. These are summarized in Priority CMS capabilities to support achieving NAME cycle time standards and Business Capabilities & Use Case areas to be supported by SaaS CMS.

### 2.5.1 Priority CMS Capabilities to Achieve NAME Standards

Within the components of the future state CMS as depicted in the DMEC Conceptual Future State IT Architecture figure, the following capabilities have been identified as a priority for the DMEC to further enable achievement of NAME cycle time standards.



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- NAME Clock Start/Stops & Exception Tracking:
  - From the point of case initiation as a call is received at the Reporting Desk, DMEC desires a CMS that can “start and stop” the clock which tracks the length of time of various processes and subprocesses within their jurisdiction (e.g. time from report of death to exam; time from dispatch to body arrival; time from exam to exam report completion; time from investigator assignment to investigator report completion, to name a few). NAME defines rules which allow for DMEC to “stop the clock” when case completion is impeded by another party or set of circumstances beyond its control, and “start the clock” when the DMEC is able to resume control and work the remaining case processes. The Contractor shall describe how their CMS solution will support NAME cycle time and exception tracking per NAME standards.
- Assignment/Availability of Staff:
  - DMEC does not expect the CMS to replace its staffing and payroll systems. Instead, it expects a CMS to support the Watch Commander (WC) so incoming cases may be assigned to Investigators and dispatch appropriate DSU FAs (in coordination with the Supervising FA) as early as possible. This may involve WC intervention, but all staffing-related views and processes should be streamlined for Reporting Desk clerks. The CMS is also expected to support assignment of staff by the Duty Doctor and Supervising Forensic Technician (FT) for decedent processing and preparation from the crypt and staff to support examinations /autopsies.
- Decedent Status/Location & Crypt Management:
  - The CMS is expected to replace the manual “Crypt & Decedent Tracking Excel Sheet” currently in use to monitor decedent locations in the crypt. The CMS should maintain a consistent tracking of all decedents and associated specimens, property and evidence, all tied to a single case record, from the point of decedent intake through disposition. The CMS shall support tracking of needed Identification and Notification of decedents and all other pending actions to enable proper release and disposition of decedents.
- SaaS CMS Structured Data Fields:
  - DMEC’s current case management tools do not structure case data consistently or efficiently for input, review, or reporting. DMEC CMS should support structured data fields across all facets of the case. For example, County Hospitals must be selected from a dropdown list without providing an opportunity for free text entry.
- Case Notes:



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- Free text entry fields in addition to the Structured Data Fields to identify for internal notes, final Preliminary Investigative Report (that may be used for autopsy type decision), final Investigative Report and Medical Report. The System shall enable more precise and organized entry of case notes from initiation through amendments and follow-up.
- Property Management:
  - The CMS shall replace paper systems being used to track property. Personal property is not considered evidence and may have a unique Next of Kin (NOK) compared to NOK of the decedent. CMS shall provide all case information to property staff while supporting property related business processes such as inventory management (from receipt through release/disposal management) and tracking chain of custody.
- Evidence Management:
  - DMEC expects the CMS to replace paper-based evidence management and the Evidence MS Access Database for evidence control. The system must support unique retention and release policies and corresponding notifications and communications (e.g. 90 days to disposal). The CMS shall also support identification of LEAs' associated case numbers.
  - The Evidence Access Database also supports gunshot residue (GSR) testing by DMEC for other agencies. DMEC envisions this process to be supported by the future LIMS. The Contractor should propose how the new CMS will support partial decommissioning of the Evidence Access Database and how the Contractor's Deployment Strategy will support DMEC processes until the CMS is interfaced with the new LIMS.

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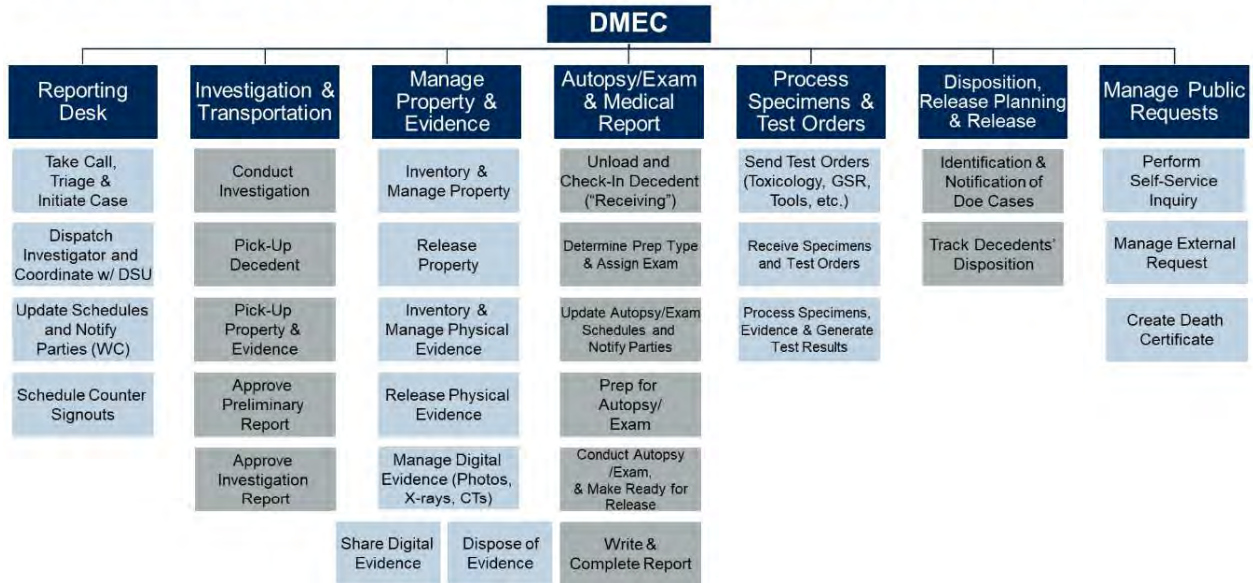
- Content/Document Management Integration:
  - The CMS will be supported by DMEC’s current document management system. ECFS Documentum currently houses some image files associated with decedent cases, electronic copies of case records and provides an interface with DMEC’s Vendor Neutral Archive (VNA), Lexmark. The CMS should provide a view of all associated case documents and media stored in Documentum and the VNA-Lexmark, so that DMEC end-users may experience entire workflows through the single system without utilizing multiple logins and user interfaces.

## 2.5.2 Business Capabilities & Use Case Areas supported by SaaS CMS

DMEC expects a SaaS, ME-C CMS to have standard capabilities to support death investigations. A minimum set of business capabilities to be supported by the new CMS have been organized into 31 Use Cases and eight (8) business capabilities (see Figure 3). The business capabilities are described below and additional detail can be found in Appendix B1 – DMEC Use Cases.

Figure 3. DMEC Case Management System (CMS) Business Use Cases

### Detailed Design – Future State Use Cases – “Life of the Case”



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These standard ME-C capabilities are summarized below:

- **Reporting Desk:** Answer and respond to all reported deaths and calls from the public, as received over a 24-hour day, seven-day per week operation; answer/triage calls; Watch Commander and DSU Supervisor logs to track availability and dispatching of staff
- **Investigation & Transportation:** Investigative and DSU transportation staff support; includes pickup, arrival, check-in to crypt (includes all steps pre-handoff to Forensic Attendants in Medical), preliminary investigative report development and presentation to DMEs, and final report completion; Investigator and DSU dispatch; pick-up and transport of decedents, property, and evidence (chain of custody tracking capability)
- **Property & Evidence Management:** Managing property and evidence and establishing the corresponding chain of custody; Identification of any Next of Kin (NOK) different than NOK for the decedent,
- **Autopsy/Exam & Medical Report:** Autopsy/exam processes in the lifecycle of a decedent case; category covers time after decedent arrival at DMEC through the times when decedent's body is ready for release and the Medical Report is complete (per NAME standards)
- **Specimen & Test Order Processing:** Forensic laboratory processing of decedent case specimens and evidence to fulfill the needs of medical and investigative staff; support external agency processes (e.g. Gun Shot Residue (GSR) analysis, evidence testing, tool testing, toxicology)
- **Disposition, Release Planning & Release:** Identifications and Notifications (IDNOT) team processes cases in several areas of potential incomplete information and across several complicating factors that may impact the decedent's disposition /release; decedent identification and NOK notification, "Doe" cases; Public Administrator investigation for assets; National Cemetery Scheduling Office verification of decedent's eligibility to be buried at the Riverside National Cemetery
- **Public Requests Management:** Interaction between DMEC and the public which it serves; variety of additional tasks must be fulfilled by the department to fully serve the community. DMEC envisions the new CMS to support processing public services related to death investigation cases.
- **Assisting External Department Processes:** Interaction between DMEC and associated departments inside/outside of Los Angeles County; for example, DMEC envisions the new CMS to support County staff's assistance in external agency death investigations.

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## 2.6 Technical Capabilities

General technical system capabilities are described in this section. Additional, detailed technical requirements are provided in Appendix B2 – Requirements Response Workbook describing detailed service level, availability and security requirements.

### **Workflow & Business Rule Automation**

The system shall support the enforcement of business process and business rules across the DMEC's multiple Bureaus by relying on a common set of technical components that include:

- Rule Automation
- Workflow Execution
- Workflow Modeling

### **Security**

The system shall track changes made to data in the system and provide an audit log. The Contractor shall provide their approach for maintaining security and privacy of data in compliance with applicable ME-C regulations in Task 4 – Security, Deliverable – System Security Plan.

The Contractor shall use County's MS Active Directory service to set up authentication for CMS users.

### **Mobile**

The system shall be accessible and updateable by field users utilizing a mobile device and enable the performance of required activities by staff including but not limited to Investigators, Forensic Attendants and Forensic Laboratory Staff.

### **Interfaces & Integration**

The Contractor shall develop interfaces to existing agency/department solutions as identified in this SOW. See Section 3.8 below. Additionally, the CMS shall provide the capability to develop interfaces to future systems. In Task 6 – Systems Integration, Deliverable – System Integration Plan, the Contractor shall describe the following:

1. CMSs' capability to provide standard APIs to interface with external applications.
2. Integration methods supported by the solution including API, JSON, direct database connection, file exchange & types, and ability to schedule or manual trigger record additions, changes and deletions.

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## Reporting & Data Sharing

The CMS is expected to have dashboard capability and out-of-the-box or pre-built reports on standard ME-C functionality and data. The Contractor shall review the Reports List in Appendix B2 – Requirements Response Workbook as part of Task 2 – Requirements Validation and provide a Reporting Strategy & Plan that includes specifications for what custom reports Contractor will build in addition to any standard reports provided as part of Task 3 – System Design, Development and Configuration.

The Contractor shall also implement data sharing from CMS to DMEC's reporting tool, Power BI, sharing data with Los Angeles County Department of Public Health (DPH), and sharing data with the County's Office of the CIO master data management (MDM) and data warehouse solution. DMEC currently provides a data feed from a SQL database to LAC DPH.

## Vendor Hosted

The Contractor shall provide a hosted solution. The Contractor shall describe where the solution is hosted and name the preferred hosting vendors if not hosted in the Contractor's data center(s).

The Contract shall support a high availability environment as described in the Service Level Requirements in Appendix [DS1]B2 – Requirements Response Workbook.

The Contractor shall provide the approach to CMS disaster recovery in Task 10: Production Support and Transition, Disaster Recovery Planning.

## Platform Support / Capability

The Contractor shall provide users with access to CMS via desktop and mobile devices. The Contractor shall describe what web browsers are supported and any differences in functionality available for mobile users.

## 2.7 Data Conversion

The County intends to convert a subset of the historical records maintained in CME today. The County has started on a data quality assessment initiative to understand the cleanliness of the data, as well as the feasibility and business importance of converting the data, in order to reduce implementation risk and convert only necessary information into the new system. It is likely that the data quality assessment and any clean-up efforts will overlap, in part, with the implementation and deployment of CMS. Therefore, the County is also requesting the Contractor assist in the data conversion strategy effort as defined in Task 5: Data Conversion of the SOW.

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For each legacy system to be replaced by DMEC CMS, Table 5 provides a system description, as well as a summary of subset data to be converted over the course of implementation.

**Table 5. DMEC Applications to Replace with DMEC CMS and Expected Data Conversion**

Application	Description	Data Conversion Scope Summary
<b>CME</b>	Legacy case management system that does not adequately support future state. Currently requires manual work arounds. Inability to modify to meet future business needs in large part due to lack of vendor support (SQL is 2008, unable to upgrade to 2012 or above).	<p><b>Contractor to convert a subset of the historical records and data fields.</b></p> <ul style="list-style-type: none"> <li>■ 19,000 cases * 30 years</li> <li>■ 5-10 “clean” data fields</li> <li>■ Narrative case notes</li> </ul>
<b>ECFS v2 (case management portion)</b>	The County implemented ECFS (Electronic Case File System) to replace CME. ECFS was developed using the xCP workflow environment on Documentum. DMEC current is using version 2 of the ECFS implementation for select case management functionalities (e.g. specimen barcode creation, physical case file tracking). An attempted upgrade to ECFS V3 has not been adopted by users in production. Currently, there is a unidirectional interface between the current CME and ECFS.	<p><b>Contractor to convert a subset of the historical records and data fields.</b></p> <ul style="list-style-type: none"> <li>■ 50,000 cases</li> <li>■ 5-20 data fields</li> </ul>
<b>Evidence Access Database</b>	Database used by Evidence team to manage physical location, chain of custody, and testing/processing results associated with the evidence.	<p><b>No data conversion expected.</b></p> <ul style="list-style-type: none"> <li>■ Please provide your plan for replacing the evidence control portion of the Evidence Access Database via the CMS.</li> </ul>
<b>Crypt &amp; Decedent Tracking Excel</b>	Current method to track decedent locations in the crypt relies on a manual Excel process.	<p><b>No data conversion expected.</b></p> <ul style="list-style-type: none"> <li>■ At the time of DMEC CMS go-live, this system will be retired and crypt inventory will be established as new data entry into the CMS.</li> </ul>

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## 2.8 Interfaces

A key component of the future state DMEC CMS technical architecture shall be integrations with adjacent systems within DMEC and external systems within the County. The Contractor should also describe capabilities to support future interfaces with systems outside of the County such as with the State’s EDRS.

For all interfaces identified, DMEC, in consultation with the agencies/departments impacted and the Contractor, will confirm the appropriate integration method. DMEC and external systems to integrate with DMEC CMS are the following:

**Table 6. DMEC and External Systems (Applications) to Integrate with DMEC CMS**

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
<p><b>Public Web Portal</b></p>	<ul style="list-style-type: none"> <li>- Provides public information</li> <li>- Built on Wordpress</li> <li>Self-service capabilities include:               <ul style="list-style-type: none"> <li>- Case information: Search, Unclaimed Persons, Unidentified Persons</li> <li>- Transportation &amp; Handling Payment (pay invoice online)</li> <li>- Purchase Coroner Documents (Coroner’s Report or Proof of Death Letter)</li> <li>- Register for DMEC Seminar</li> <li>- Submit Comment Online</li> <li>- Online payments linked to dept. point of sale system (CoreSense)</li> <li>- Mobile friendly design – automatically recognizes form factor and adjusts format</li> </ul> </li> </ul>	<p>Both</p>	<p><b>Mandatory Interface –</b> Contractor shall build an interface from the CMS.</p> <p>Case info to be pulled from public information in CMS and public requests to be pushed to Public Portal.</p> <p>Online and in-person payments through DMEC point of sale system (POS) connect to case records (e.g. via redirect to credit card processor /waiting for POS and confirmation of payment back to CMS).</p>

## STATEMENT OF WORK (SOW)

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
<p style="text-align: center;"><b>Document /Image Management (DMEC's Documentum hosted at LAC ISD Data Center)</b></p>	<p>Staff upload and track photos and document images (e.g. PDFs), which are linked to case records. System provides access to scanned X-Rays and links to view CT scans in VNA-Lexmark.</p>	<p style="text-align: center;">Both</p>	<p><b>Mandatory Interface –</b> Contractor shall build an interface from the CMS.</p> <p>Provide interface to Documentum for general document and image storage and replicate the current link that exists to the VNA – Lexmark for X-Ray and CT scan files (links within new CMS).</p> <p>Interface to incorporate single sign on experience from CMS with County identity and access management service so no manual log in is required.</p>
<p style="text-align: center;"><b>VNA – Lexmark (potentially via Documentum)</b></p>	<p>Currently stores all CT slice images.</p>	<p style="text-align: center;">Source of data</p>	<p><b>Future Interface –</b> Contractor shall describe capability to implement interface in the future.</p> <p>System will persist in future state, but DMEC CMS must incorporate in-system links (or similar) to view VNA Lexmark files within the CMS user interface – links may be sourced by the CMS through Documentum.</p> <p>Interface to incorporate single sign on experience from CMS with County identity and access management service so no manual log in is required.</p>



## STATEMENT OF WORK (SOW)

Application	Description	Interface (Source/ Destination / Both)	High Level Data Interface Components
<b>Reporting Desk Call Center IVR /ACD</b>	Public may call Reporting Desk or main "Contact Us" line. <i>Modern call center technology is expected in short-term.</i> IVR /ACD solution will support jurisdictional decision and triage to case staff as well as non-jurisdictional department line transfers. Case-related metrics include call volume, hold times, abandon rates, case type.	Both	<p><b>Future Interface –</b> Contractor shall describe capability to implement interface in the future.</p> <p>Case records must reflect call data on an individualized basis and aggregated for reporting.</p>
<b>LIMS (Laboratory Information Management System)</b>	Current Toxicology Access Database to be replaced by full LIMS in short to mid-term. System Tracks test orders /requests and test results: <ul style="list-style-type: none"> <li>-Tracks specimen sample batches</li> <li>- Processes data from lab equipment</li> <li>- Converts run /sample test result information into specimen /case test result</li> </ul>	Both	<p><b>Future Interface –</b> Contractor shall describe capability to implement interface in the future.</p> <p>Provide interface for LIMS status and output information. Connect with case records in real-time.</p> <p>If Contractor is successful in the CMS implementation, County may choose to extend work with Contractor to implement an interface from CMS to the future LIMS.</p>
<b>EDRS</b>	The Electronic Death Registration System used by the State of California requires manual data entry from DMEC staff. These processes rely on view of real-time case data.	Destination of data	<p><b>Future Interface –</b> Contractor shall describe capability to implement interface in the future.</p> <p>Interface between DMEC and EDRS has not been achieved in any jurisdiction at this time. Manual entry may be required.</p>
<b>LA County DEMS</b>	In short to mid-term, Los Angeles County ISAB DEMS will be implemented and DMEC will be one of the participating Departments. For select cases, DMEC evidence files will be shared through ISAB DEMS.	Destination of data	<p><b>Future Interface –</b> Contractor shall describe capability to implement interface in the future.</p> <p>Future CMS must connect be able to connect with future ISAB DEMS solution.</p>

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## 2.9 Deployment Preferences

The County is anticipating a “big bang” implementation approach of DMEC CMS meaning one rollout to all users with all envisioned / requested functionality. With that said, the County is very interested in the best practices as of the Contractor and as such, are requested to submit details around the proposed implementation approach which they deem the best fit for the configuration, implementation and deployment of the new CMS. Where Contractor has included a phased implementation, the County requires separate documentation, and separate and/or updated deliverables for each as applicable.

While DMEC operates field offices, the Contractor is only required to be onsite at DMEC’s primary location to conduct the implementation services.

Contractor shall provide a deployment approach in its response, based on previous successful implementation experiences. See Deliverable 3.1: System Implementation Planning and Task 9: System Deployment and Rollout for additional details on requested tasks, sub-tasks and deliverables.

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## 3.0 TASKS AND DELIVERABLES

### 3.1 Overview of Tasks and Deliverables

The following sections identify the tasks and deliverables Contractor shall complete and comply with during the execution of this project. These categories do not imply an order, priority or precedence except as noted within the task descriptions.

- **Task 1** – Project Management
- **Task 2** – Requirements Validation
- **Task 3** – System Design, Development and Configuration
- **Task 4** – Security
- **Task 5** – Data Conversion
- **Task 6** – Systems Integration
- **Task 7** – Testing
- **Task 8** – Knowledge Transfer and Training
- **Task 9** – System Deployment and Rollout
- **Task 10** – Production Support and Transition

### 3.2 Deliverable List

The below table provides a list of the minimum deliverables that must be completed by the Contractor.

## STATEMENT OF WORK (SOW)

Task	Deliverables
<b>Task 1: Project Management</b>	<ul style="list-style-type: none"> <li>• Project Kickoff Presentation</li> <li>• Project Management Plan</li> <li>• Weekly Status Reports</li> <li>• Monthly Executive Steering Committee Report</li> </ul>
<b>Task 2: Requirements Validation</b>	<ul style="list-style-type: none"> <li>• Requirements Management Plan</li> <li>• Requirements Analysis Document</li> <li>• Requirements Traceability Matrix</li> </ul>
<b>Task 3: System Design, Development, and Configuration</b>	<ul style="list-style-type: none"> <li>• System Implementation Plan</li> <li>• System Design and Development Plan</li> <li>• Application Configuration Report</li> <li>• Configuration Management Plan</li> </ul>
<b>Task 4: Security</b>	<ul style="list-style-type: none"> <li>• System Security Plan</li> </ul>
<b>Task 5: Data Conversion</b>	<ul style="list-style-type: none"> <li>• Data Quality Assessment and Strategy Plan</li> <li>• Data Conversion Plan</li> <li>• Data Conversion Report</li> </ul>
<b>Task 6: Systems Integration</b>	<ul style="list-style-type: none"> <li>• Systems Integration Plan</li> <li>• Interface Design Document</li> </ul>
<b>Task 7: Testing</b>	<ul style="list-style-type: none"> <li>• Comprehensive Test Plan</li> <li>• System Test Scenarios and Test Cases</li> <li>• System Testing Results</li> <li>• User Acceptance Testing Results</li> </ul>
<b>Task 8: Knowledge Transfer and Training</b>	<ul style="list-style-type: none"> <li>• Knowledge Transfer and Training Plan</li> <li>• Training Curriculum</li> <li>• User Manual</li> <li>• Training Execution Results</li> </ul>
<b>Task 9: System Deployment and Rollout</b>	<ul style="list-style-type: none"> <li>• Production Release Plan</li> <li>• Production Release</li> <li>• Production Cutover Plan</li> <li>• Production Cutover Report</li> </ul>
<b>Task 10: Production Support and Transition</b>	<ul style="list-style-type: none"> <li>• Transition Plan</li> <li>• Disaster Recovery Plan</li> <li>• System Acceptance Document</li> <li>• Maintenance and Support (M&amp;S) Plan</li> <li>• Maintenance Activity Report</li> </ul>

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## 3.3 Deliverable Expectation Document and Deliverable Review Process

In its response, the Contractor shall agree to provide each listed Deliverable. If Contractor does not agree to provide a given deliverable, Contractor shall provide an explanation.

Contractor shall prepare and submit a Deliverable Expectation Document (DED) for each deliverable identified in the Deliverable List table above. The DED shall include deliverable purpose, approach/key activities, table of contents, and acceptance criteria either following the County's DED sample provided in Appendix C (Sample Deliverable Expectations Document) or a similar DED. Contractor shall provide the DED to the County for approval prior to working on the subject deliverable.

The deliverable acceptance and approval processes are outlined below, unless otherwise mutually agreed upon between the County and Contractor in a Deliverable Expectation Document (DED):

- A. Contractor shall deliver all deliverables to the County, accompanied by a Deliverables Acceptance Document (DAD), by the delivery date, as established in the Project Management Plan. If Contractor is unable to meet the established delivery date, it shall provide the County with written notice at least two (2) weeks prior to the delivery date. Such notice shall specify the proposed new delivery date.
- B. Unless otherwise noted, the County will review the deliverable within ten (10) Business Days of receipt of the Document Deliverable and issue to Contractor a Deliverable Acceptance Document (DAD) which either:
  - i. Indicates that the County has accepted the deliverable; or
  - ii. Documents the County's comments on where and how the deliverable fails to conform to the relevant specifications.

Should the County not accept the deliverable, or if no changes or comments are requested within the specified acceptance review period, Contractor Project Manager shall escalate the delay in deliverable acceptance to the County's Project Manager for follow-up and action. Contractor Project Manager will assess any potential delays and provide this information as a part of the escalation process.

## STATEMENT OF WORK (SOW)

If Contractor does not deliver the deliverable by the established delivery date, the ten (10) Business Day period (unless otherwise noted) will be extended by the period reasonably required by the County to reallocate resources to perform the review.

- C. The parties shall repeat the above processes until the County accepts the deliverable per the acceptance process for deliverables.

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## 3.4 Task 1: Project Management

The Project Management task includes the services and deliverables to be provided by Contractor throughout the life of the project. Contractor shall follow project management methodologies consistent with the County's standards and guidelines as well as the Project Management Institute (PMI) Project Management Methodologies stated in the Project Management Body of Knowledge (PMBOK) or similar industry standard.

Contractor must provide a Project Manager that has led a case management system implementation for a medical examiner and/or coroner department in the past five (5) years with the proposed software.

Contractor shall provide ongoing project management including weekly project plan updates, weekly status reports and weekly status meetings. Contractor shall prepare a baseline risk management plan and update the plan regularly (bi-weekly) over the course of the project.

Contractor shall provide project management tools, processes, and techniques to guide the project, measure and monitor progress, identify and mitigate risks, facilitate completion of tasks, ensure quality, and accommodate and manage changes in scope. All Project Management documents (e.g. Project Management Plan, Project Schedule, Work Breakdown Structure) shall be compatible with Microsoft 2010 or later software products.

Contractor shall provide the following project management activities:

- Development and Management of a Project Management Plan (PMP)
- Project Document Management
- Resource Management (County and Contractor Staffing)
- Schedule Management
- Communications Management (Status Reporting /Stakeholder Agency /Department Communications)
- Quality Assurance and Control, including Quality Gate Reviews
- Risk and Issue Management and Escalation
- Scope and Requirements Management, including Requirements Traceability
- Cost Management
- Change Request Management

# STATEMENT OF WORK (SOW)

- Performance Management (Project and System)

Contractor shall provide the following Project Management sub-tasks and deliverables:

## Task 1: Project Management Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
1.1	<b>Project Kickoff</b>	<p>Contractor shall, at minimum, develop a <i>Project Kickoff Presentation</i> to deliver and present to DMEC CMS Stakeholder agencies /departments in a <i>Formal Kickoff Meeting</i> to initiate the project.</p>	<p>A <b>Project Kickoff Presentation</b> shall include information to provide the stakeholder agencies/departments an understanding of the process, roles and responsibilities:</p> <ul style="list-style-type: none"> <li>• Understanding of the roles of various project stakeholders including the sponsor, Project Management Team, Contractor Project Team, Business staff, IT staff, and any other key project team members</li> <li>• Identification of key stakeholders to be contacted to review and validate information relative to all steps of the project throughout the Software Development Life Cycle (SDLC)</li> <li>• Understanding of the process to provide input to the strategic and tactical reports on a regular basis</li> <li>• Understanding of project performance measurements and critical success factors</li> </ul> <p>Any decisions or agreements from the kickoff meeting shall be documented by Contractor and submitted to the overall project team for review and acceptance.</p>



# STATEMENT OF WORK (SOW)

Task #	Sub-Task Name	Description	Deliverables
1.2	Project Management Plan	Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, the dependencies among those activities, and their timing. Working with the County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.	<p><b>A. Project Management Plan (PMP) and Schedule</b> shall conform with PMI's PMBOK or similar industry standard.</p> <p>The deliverable shall minimally include the following components:</p> <ul style="list-style-type: none"> <li>A. Project Objectives</li> <li>B. Project Scope Definition</li> <li>C. Project Schedule &amp; Work Breakdown Structure</li> <li>D. Project Resources               <ul style="list-style-type: none"> <li>I. Contractor's Project Team (e.g., organization, names, role definition and organization reporting lines)</li> <li>II. Project roles and responsibilities</li> </ul> </li> <li>E. Resource Management Plan (Staffing Plan)</li> <li>F. Scope and Requirements Management Plan</li> <li>G. Release Management Plan</li> <li>H. Communications Plan</li> <li>I. Quality Assurance and Control of work products developed and delivered by Contractor and Contractor's sub-contractor(s) if applicable</li> <li>J. Risk and Issue Management including Risk Assessment Baseline</li> </ul> <p><b>B. Detailed Project Schedule and Work Breakdown</b> (e.g., MS Project Gantt Chart) shall continuously be updated to <span style="border: 1px solid red; padding: 0 2px;">reflect[DS2]</span> the project status. (i.e.. Resource, duration, dependences, etc.)</p> <p>The County acknowledges that some portions of the PMP may require a standalone plan.</p> <p>The Contractor shall propose a Project Management approach.</p>

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Task #	Sub-Task Name	Description	Deliverables
1.3	<b>Project Status Reporting</b>	<p>Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project against approved milestones and detailed plans.</p> <p>Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one week after Contract effective date and applied weekly thereafter, and shall consist of weekly progress meetings attended by Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County staff.</p> <p>Contractor shall prepare monthly Executive Steering Committee (ESC) reports, attend and present to the ESC, summarizing project accomplishments in the prior reporting period, risks, issues, upcoming tasks and deliverables. All risks and issues shall be documented in a list that summarizes impacts, alternatives and recommendations.</p>	<p>Weekly written <b>Status Reports</b>, shall be provided by Contractor to the County one working day before each weekly meeting, and containing items to be discussed at the meeting, including:</p> <ul style="list-style-type: none"> <li>A. Tasks completed for the period</li> <li>B. Tasks planned but not completed for the period</li> <li>C. Tasks planned for next period</li> <li>D. Earned value status</li> <li>E. Upcoming County resource needs (90-day forecast)</li> <li>F. Issues</li> <li>G. Risks</li> <li>H. Decision requests</li> </ul> <p><b>Monthly Executive Steering Committee</b> reports, shall be provided by the Contractor to the County one working day before each monthly ESC meeting, and contain a summary of the project from the prior reporting period. Any decisions or project items for escalation shall include alternatives, an impact analysis, and recommendation.</p>
1.4	<b>Project Close-out</b>	<p>Contractor shall provide Contract close-out plans and manage project close-out activities in accordance with the plan.</p>	<p>A <b>Contract Close-out Plan</b> describing Contractor's approach to completing the required activities necessary to close the Contract, minimally including: updating and transferring all System documentation to the DMEC Project Team, obtaining County acceptance on implementation of all requirements including tracking and reporting against NAME cycle time standards, performing formal Contract closure, and transitioning operational CMS responsibilities over to DMEC Project Team, except for those assigned to the Contractor in any ongoing maintenance and support agreement.</p>

# STATEMENT OF WORK (SOW)

## 3.5 Task 2: Requirements Validation

Contractor shall manage requirements as defined within the Requirements Management Plan defined within the PMP. Contractor shall review the requirements included in this SOW and work with County to confirm, update and finalize the list of requirements to be provided by DMEC CMS. Inputs to this review shall include the requirements included in this SOW, DMEC CMS Future State Use Case documentation, and capabilities of the out-of-box DMEC CMS product. Contractor shall ensure that all confirmed functional and technical requirements are provided by DMEC CMS and document how such requirements are realized in a Requirements Traceability Matrix (RTM). Contractor shall update the matrix as the project proceeds.

Contractor shall provide the following Requirements Validation sub-tasks and deliverables:

### Task 2: Requirements Validation Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
2.1	Requirements Management	Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	<p>The <b>Requirements Management Plan</b> shall, at a minimum, address the following areas:</p> <ul style="list-style-type: none"> <li>• Establish a baseline for existing requirements</li> <li>• Manage versions of requirements</li> <li>• Establish and maintain the County's requirements traceability matrix that will be used for requirements management, and map where in the software a given requirement is implemented</li> <li>• A requirements change control process</li> <li>• A methodology for managing requirements in an iterative development lifecycle</li> </ul>

# STATEMENT OF WORK (SOW)

Task #	Sub-Task Name	Description	Deliverables
2.2	<b>Requirements Analysis</b>	<p>Contractor shall conduct working sessions to review Appendix B1 – DMEC Use Cases and Appendix B2 – Requirements Response Workbook. Contractor shall validate each functional and technical requirement, as well as details described in the Use Case document.</p> <p>Contractor shall ensure and validate a common understanding with the County of the functional and technical requirements, and use cases, prior to entering the Design Stage to ensure the System solution meets the County's expectations and vision for the new solution.</p> <p>Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.</p>	<p><b>A Requirements Analysis Document (RAD)</b> shall summarize findings from requirements working sessions, changes made to Requirements Traceability Matrix and Use Case documentation and require approval by County stakeholders. The RAD shall include the updated <b>Future State Use Case Document</b>.</p> <p><b>A Future State Use Case Document</b> reflecting all updates to the County document following working sessions, validated by Contractor and County stakeholders.</p> <p><b>A Requirements Traceability Matrix (RTM)</b> defining design-level requirements (functional and technical) in a manner that easily illustrates how requirements are satisfied through configuration, interface and other design/development activities. Contractor shall provide updates from all functional and technical working sessions in this document.</p> <p>For each requirement, the RTM shall include:</p> <ul style="list-style-type: none"> <li>A. Reference to the DMEC Use Case and requirement number in Appendix B2 – Requirements Response Workbook.</li> <li>B. Build Use Case Diagrams and/or Process Flow to validate and review requirements, as needed</li> <li>C. The specific DMEC CMS component (e.g. screen, report, workflow, data field) where the requirement is met</li> <li>D. The test scenario(s) where the requirement is tested including acceptance criteria</li> <li>E. The user procedure or training module where instruction is provided for the requirement (if applicable)</li> </ul>

# STATEMENT OF WORK (SOW)

## 3.6 Task 3: System Design, Development and Configuration

Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DMEC CMS, including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives.

Contractor shall apply industry best practices and work with the County to determine recommendations for managing organizational change required for DMEC CMS to meet the project objectives. Such recommendations shall be developed considering business impact on each of DMEC CMS stakeholder agencies/departments.

In addition to requirements management outlined within Task 2, Contractor shall configure DMEC CMS and provide any specified customizations to meet the requirements included in the RTM and the specifications contained in the System Design. Contractor shall apply all configuration updates and system changes per the approved Configuration Management Plan.

Contractor shall document all system configuration values and system changes. Contractor shall update such documentation for all changes.

In its response, Contractor shall describe any limitations and/or constraints of County staff performing configuration during the implementation. In addition, Contractor shall identify any specific skills that may be needed by County staff performing configuration changes after production deployment, and any limitations or constraints.

Contractor shall provide the following System Design, Development and Configuration sub-tasks and deliverables:

### **Task 3. System Design, Development and Configuration Sub-Tasks and Deliverables**

# STATEMENT OF WORK (SOW)

Task #	Sub-Task Name	Description	Deliverables
3.1	System Implementation Planning	Contractor shall describe its preliminary System Implementation Methodology Plan (e.g. implementation and/or development methodology and plan) for system analysis, design, build and deployment. Clearly identify the timing of each stage and key milestones, including the rationale for Contractor's proposed timeline and any assumptions. The plan shall align the stages, milestones, and deliverables in the project plan with this proposed Statement of Work.	<p>The <b>System Implementation Plan</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>A. Description of the implementation methodology and plan for delivering DMEC CMS, including:               <ul style="list-style-type: none"> <li>i. Installation and/or setup</li> <li>ii. System Analysis and Design</li> <li>iii. System Configuration</li> <li>iv. System Build (e.g. data import, interfaces)</li> <li>v. Testing (e.g. unit testing, system, UAT)</li> <li>vi. Training</li> <li>vii. Production Deployment (e.g. including possible phasing strategies, site specific considerations, and benefits and risks of strategy alternatives, Go/No Go criteria)</li> <li>viii. Production Go-Live Support</li> <li>ix. Post-Production Go-Live Support</li> </ul> </li> <li>B. Identification of stages and key milestones, including any assumptions. Aligns the stages, milestones, and deliverables in the Project Plan within this proposed Statement of Work.</li> <li>C. Description of dependencies on DMEC CMS project activities and any external constraints or dependencies.</li> <li>D. Organization change management/Adoption recommendations</li> </ul>

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Task #	Sub-Task Name	Description	Deliverables
3.2	System Design	<p>Contractor shall use a structured Software Development Life Cycle (SDLC) process, including an iterative software development methodology and incremental deployment of functionality to the production environment. This approach allows both Contractor and the County frequent feedback as to the progress of the Project with opportunities to make corrections in interpretation and will result in a better understanding of the challenges of the Project at an earlier date.</p> <p>Contractor shall conduct workshops with the County during project initiation and planning to determine the System production deployment approach for rolling out DMEC CMS.</p> <p>Contractor shall incorporate the design and development approach into a comprehensive System Design and Development Plan.</p>	<p>The <b>System Design and Development Plan</b> deliverable shall minimally include:</p> <ul style="list-style-type: none"> <li>A. Use cases, business process flows or a similar mechanism describing how DMEC CMS will be used in the context of each County business process</li> <li>B. Reporting Strategy &amp; Plan that includes specifications for what custom reports Contractor will build in addition to any standard reports provided to address the Reports List in Appendix B2 – Requirements Response Workbook</li> <li>C. DMEC CMS security and privacy controls</li> <li>D. Key business processes and/or policy changes required to conform with DMEC CMS capabilities</li> <li>E. Summary level descriptions of DMEC CMS changes needed to meet County requirements</li> </ul>

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Task #	Sub-Task Name	Description	Deliverables
3.3	<b>Configuration Management</b>	Contractor shall document the system configuration, including references to system tables where appropriate.	<p>The <b>Application Configuration Report</b> shall include history of configuration changes, including references to system provided change logs if available. In addition, the Deliverable shall include detailed specifications for all system changes/customizations and shall also include information regarding the configuration needed to scale and expand within and across other agencies/departments, potentially including those outside of criminal justice.</p> <p>The <b>Configuration Management Plan</b> deliverable shall minimally include:</p> <ul style="list-style-type: none"> <li>• Platform-specific Hardware and Software solution components.</li> <li>• Descriptions including Architecture or Configuration updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes.</li> <li>• Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment.</li> <li>• Detailed configuration information for any 3rd party hardware and software.</li> </ul>



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## 3.7 Task 4: Security

Contractor shall provide the following Security sub-tasks and deliverables:

### Task 4. Security Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
4.1	<b>System Security Management</b>	Contractor shall provide a System Security Plan that describes the security approach for DMEC CMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DMEC CMS will respect and coordinate, when necessary, with the security constraints of other entities (e.g. LEAs).	<p>The <b>System Security Plan</b> shall address, at a minimum, the following areas:</p> <ul style="list-style-type: none"> <li>• General Information about System Environment, Interconnections /Information Sharing, Applicable Laws or Regulations, Information Sensitivity, Responsible Parties, General System Description</li> <li>• Security Controls pertaining to Risk Assessment and Management, User Rules or Behavior, Implementation Phase, Operation and Maintenance Phase</li> <li>• Operational Controls pertaining to Personnel Security, Physical and Environmental Protection, Input /Output Controls, Contingency Plans, Maintenance, Integrity, Documentation, Training, Incident Response</li> <li>• Technical Controls pertaining to User Identification and Authentication, Logical Access Controls, Audit Trails</li> </ul>

# STATEMENT OF WORK (SOW)

## 3.8 Task 5: Data Conversion

Contractor shall provide the following Data Conversion sub-tasks and deliverables:

### Task 5. Data Conversion Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
5.1	<b>Data Quality Assessment and Strategy Plan</b>	Contractor shall plan how source data will be reviewed and characterized for conversion. The plan shall include best practices from prior experience of performing data conversions to the proposed CMS.	<p>The <b>Data Quality Assessment and Strategy Plan</b> shall include plans for working sessions with County staff to identify potential data quality issues, and review data profiling results. The plan shall include how data quality will be evaluated and reports generated on major data quality issues within the legacy systems identified for migration.</p> <p>The Strategy shall include a Data Cleansing Plan. The Contractor shall provide recommendations and best practices on converting the identified subset of data to the new systems. The Plan shall include a roadmap for conducting data cleansing, a resolution plan including business rules to correct data for each data quality issue to be addressed, either through automated scripts or manually by staff.</p> <p>The Strategy shall document, based on the Data Quality Assessment and Data Cleansing Plan, the roadmap for data conversion, high-level scope and responsibilities.</p>

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Task #	Sub-Task Name	Description	Deliverables
5.2	<b>Data Conversion Planning</b>	<p>Contractor shall develop a plan that describes the overall migration process, how data cleansing will be achieved (manual and automated scripts), data migration technology and tools, roles and responsibilities for Contractor and County staff.</p> <p>Contractor shall propose any required or recommended Extract, Transform, Load (ETL) tools to use with the CMS.</p>	<p>The <b>Data Conversion Plan</b> shall specify what and how data conversion (Legacy System to CMS solution) will function. This plan must include, but not be limited by the following:</p> <ul style="list-style-type: none"> <li>• Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)</li> <li>• Number of mock runs that will be conducted</li> <li>• Description of manual conversion processes that cannot be automated</li> <li>• Milestones, targets</li> <li>• How much history is converted out of each system</li> <li>• List of data to not convert</li> <li>• Manual data entry and error correction after conversion</li> <li>• Plan for testing and validating converted data</li> </ul> <p>The Plan shall also include Data Mapping. The mapping shall identify source and target data fields, data dictionary and entity relationship diagrams for the target data model.</p>
5.3	<b>Data Migration</b>	<p>Data Conversion shall include mock or test conversion runs prior to the final data conversion to production. Final conversion results must be approved by County.</p>	<p>The <b>Data Conversion Report</b> shall include:</p> <ul style="list-style-type: none"> <li>• Description of the mock runs conducted</li> <li>• Description of manual conversion activities</li> <li>• How much data was converted and loaded into the target system</li> <li>• List of data to be converted</li> <li>• Description of automated data cleansing or correction during transformation and loading to target system</li> <li>• Manual data entry and error correction after conversion</li> </ul> <p>The Report shall indicate successful complete on data conversion.</p>

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## 3.9 Task 6: Systems Integration

Contractor shall provide an overview of integration capabilities and inventory of interfaces available with DMEC CMS. Contractor shall work with the County to identify existing APIs or other methods for DMEC CMS to receive or provide data for each DMEC CMS interface.

For each DMEC CMS interface, Contractor shall provide API(s) or other method(s) for DMEC CMS to provide data to or receive content from the integrated application. As appropriate, Contractor shall extend DMEC CMS to provide the required functionality, including working directly with the interfacing application to design, develop and test direct interfaces. County shall provision services from third party providers of the interfacing systems, if support activities or third-party system modifications are required. Contractor shall additionally support County testing of all interfaces.

Contractor shall provide their approach for planning and developing interface requirements, including planned design patterns, use of point-to-point and middleware/API management methods. Additionally, Contractor shall identify any constraints and risks associated with the interfaces anticipated in this project, and how the Contractor will address these to ensure successful development and deployment.

Contractor shall provide the following System Integration sub-tasks and deliverables:

### Task 6. Systems Integration Sub-Tasks and Deliverables

# STATEMENT OF WORK (SOW)

Task #	Sub-Task Name	Description	Deliverables
6.1	<b>Systems Integration Management</b>	Contractor shall provide a Systems Integration Plan that describes the integration and interoperability approach for DMEC CMS. In addition, because of the expected interactivity with other entities, a comprehensive plan shall explain how DMEC CMS will respect and coordinate when necessary with the constraints of other entities.	<p>The <b>Systems Integration Plan</b> shall address, at a minimum, the following areas:</p> <ul style="list-style-type: none"> <li>• General Information about System Environment, Interconnections /Information Sharing, Information Sensitivity, Responsible Parties, General System Description</li> <li>• Business processes and workflows between systems</li> <li>• Capabilities of validation, transformation and routing of information and data</li> <li>• Adherence and integrity of security requirements across systems</li> <li>• Interface and Protocol Management (APIs, WebServices, etc.), Enterprise Adapters, Semantic Mapping, File Transfers, Data Federation and Replication, Message and Event Generation and Brokering</li> <li>• Contractor shall ensure accurate design and function, and where needed to allow DMEC CMS to accept case content</li> </ul>
6.2	<b>Interface Design</b>	Contractor shall provide interface design services by providing API(s) or other methods for DMEC CMS to provide and receive data from stakeholder agency /department systems.	<p>For each interface, the <b>Interface Design Document</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Integration flow</li> <li>• DMEC CMS adapter /connector type (e.g. web service, file)</li> <li>• Interface content (field level)</li> <li>• Interface trigger event or frequency</li> <li>• Validations and exception processing</li> <li>• Testing considerations</li> </ul>

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## 3.10 Task 7: Testing

Contractor shall prepare test plans and conduct testing needed to ensure that all System components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DMEC CMS components are demonstrated to meet all applicable criteria, specifications, and system requirements.

Contractor shall conduct unit/module and systems integration testing, as specified in the Test Plan.

Contractor shall develop test plans and perform tests to ensure that the production system will meet all response-time requirements when deployed to all users and used during peak workloads. Contractor shall tune, and otherwise, update the production system to resolve noted issues. Contractor shall repeat stress-test cycles until all issues are resolved.

The County shall conduct User Acceptance Testing (UAT) as specified in the Comprehensive Test Plan. Contractor shall support UAT.

Testing and Development shall have their own environments, separate from Stage and Production environments. Testing or development shall not be performed in the production environment. Contractor shall prepare system environments, including configuration and loading of test data, required to support all testing as specified in the Test Plan.

Contractor shall record all tests conducted, defects discovered, defects resolved and retests. Contractor shall provide regular status reporting of all testing.

In addition, Contractor shall use a single Problem Resolution Tracking tool that Contractor and the County shall use collaboratively for the tracking of System defects. The Problem Resolution Tracking tool shall, at a minimum, include:

- All defects in the System identified during any testing phase or in production shall be recorded, prioritized, tracked, and resolved in a timely manner. Each shall be assigned a “Defect Level” based on the following definitions:
  - Critical - Results in a complete system outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround.
  - Serious - System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.

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- Moderate - System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
- Minor - No immediate adverse impact to the user.
- Contractor shall allow the County full access to the Problem Resolution Tracking tool.
- The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Quality Control Plan.

Contractor shall comply with the “Defect Level” approach as described above, including the requirement that the County's Project Management shall designate the level of severity to all defects.

For all defects, County shall provide final approval of defect resolution

Contractor shall provide the following Testing sub-tasks and deliverables:

### Task 7. Testing Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
7.1	<b>Test Planning</b>	<p>Contractor shall prepare test plans and conduct testing needed to ensure that all system components are complete, integrated, error free, and meet system requirements and specifications. Progressive test cycles shall be repeated until all bugs and anomalies are resolved and DMEC CMS components are demonstrated to meet all applicable criteria, specifications, and system requirements.</p> <p>Contractor shall record all tests or inspections conducted, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.</p>	<p>Contractor shall provide a <b>Comprehensive Test Plan</b> complying with the County's testing practices. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following:</p> <ul style="list-style-type: none"> <li>● Unit/module testing approach</li> <li>● Systems integration testing approach</li> <li>● County user acceptance testing approach with support from Contractor</li> <li>● Performance and stress testing approach</li> <li>● Security testing approach</li> <li>● Test data creation approach, including data refresh processes</li> <li>● Automated test usage (optional)</li> <li>● Defect remediation release strategy</li> <li>● Defect reporting and tracking</li> </ul>

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Task #	Sub-Task Name	Description	Deliverables
7.2	<b>Test Scenarios and Test Cases</b>	Contractor shall describe the scenarios required to fully test all requirements of DMEC CMS.	<p>For each test scenarios, the <b>System Test Scenarios and Test Cases</b> shall minimally include:</p> <ul style="list-style-type: none"> <li>• Traceability to validated requirements and business processes</li> <li>• Dependencies and data preconditions</li> <li>• Test instructions</li> <li>• Expected results</li> </ul>
7.3	<b>System Testing</b>	Contractor shall conduct and record the results and remediation steps of the integration system testing.	<p>For each test scenario during Systems Testing, the <b>System Testing Results</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• Person executing the scenario</li> <li>• Performance and stress testing results</li> <li>• Test result status (pass/fail)</li> <li>• Defects discovered</li> <li>• Retest dates and results</li> </ul>
7.4	<b>User Acceptance Testing</b>	Contractor shall support the County in UAT testing and record all associated results and remediation steps.	<p>For each test scenario during User Acceptance Testing, the <b>User Acceptance Testing Results</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• County Person performing executed test scenario</li> <li>• County determined test result status (pass/fail)</li> <li>• Defects discovered and proposed resolution from Contractor Team</li> <li>• County Retest dates and results</li> </ul>



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## 3.11 Task 8: Knowledge Transfer and Training

Contractor shall provide full onsite training and curriculum for approximately twenty (20) County Trainers for each of the user roles identified in Sub-Task 8.1. The County intends to implement a train-the-trainer approach. Contractor shall coordinate with the County Training Manager to adhere to County training standards, guidelines and best practices.

In addition, Contractor shall provide the County a training course outline for review and acceptance at least thirty (30) calendar days prior to the scheduled training. The Training Course Outline shall minimally include:

- Course Presentation Material
- Student training exercises
- Pre- and post-assessment materials

Contractor shall populate on-line help content consistent with documentation provided under this task. Contractor shall provide the capability for the County to update on-line help content. Also, Contractor shall work with the County to incorporate content describing the corresponding business process for each help menu item.

Contractor shall provide documentation specific to the County's DMEC CMS implementation.

In its response, Contractor shall list and describe documentation that will be provided, including the formats in which the documentation will be made available.

Contractor shall provide the following Knowledge Transfer and Training sub-tasks and deliverables:

### **Task 8. Knowledge Transfer and Training Sub-Tasks and Deliverables**

## STATEMENT OF WORK (SOW)

Task #	Sub-Task Name	Description	Deliverables
8.1	<b>Knowledge Transfer and Training Planning</b>	<p>Contractor shall provide training for the following roles. Training shall be specific to each listed role:</p> <ul style="list-style-type: none"> <li>A. Super User – “Train the Trainer” (e.g. business)</li> </ul> <p>DMEC CMS End-Users:</p> <ul style="list-style-type: none"> <li>B. Reporting Desk Clerk/WC</li> <li>C. Investigator/Supervisor</li> <li>D. Forensic Attendant/DSU Supervisor</li> <li>E. Forensic Technician</li> <li>F. Deputy Medical Examiner</li> <li>G. Toxicology Lab Technician</li> <li>H. Notifications Clerk</li> <li>I. Public Records Clerk</li> <li>J. Disposition Clerk</li> <li>K. Support Staff</li> </ul> <p>Note: Contractor coverage through its “Train the Trainer” approach must accommodate extended shifts of DMEC employees (e.g. night shift Investigators). Contractor should address plan to transfer knowledge to these DMEC stakeholders in its response.</p>	<p>Contractor shall develop (in cooperation with the County) a <b>Knowledge Transfer and Training Plan</b> to describe the approach for bringing managers, end users, and technical personnel to a familiar level of understanding with how DMEC CMS works. The Plan shall address the following topics:</p> <ul style="list-style-type: none"> <li>• Resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort</li> <li>• Specific courses and course materials</li> <li>• Lists of materials, facilities, equipment, user profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish</li> <li>• Training calendar indicating the specific attendees and locations for all user training sessions. The calendar shall also indicate any planned phases or iterations in the delivery of training</li> <li>• Knowledge Transfer to enable County personnel to operate, maintain, configure and modify the new systems, including operation of the testing tools, supporting infrastructure, and security</li> </ul> <p>Contractor shall provide a report about the progress of training activities</p>
8.2	<b>Provide Training Curriculum</b>	<p>Contractor shall provide training curriculum of sufficient depth and clarity to provide breakdown of the course material.</p>	<p>For each course identified in the Training Plan, the <b>Training Curriculum</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Course presentation materials (Trainer Version)</li> <li>• Course presentation materials</li> <li>• Student training exercises</li> <li>• Pre-and post-assessment materials</li> <li>• Training data specifications for training exercises (if applicable), including training data initialization procedures</li> </ul>

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Task #	Sub-Task Name	Description	Deliverables
8.3	<b>Provide User Manual Documentation</b>	Contractor shall provide online user manuals of sufficient depth and clarity to enable users to utilize all relevant system features during their work duties, both during the implementation and after the production cutover.	<p>The <b>User Manual</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• CMS end-user manual(s)</li> <li>• CMS mobility user manual</li> <li>• System administration and operations manual</li> <li>• On-Line Help administration manual</li> <li>• Ad hoc report writing manual</li> <li>• Run book that contains: network configurations, reboot procedures, monthly/daily maintenance along with trouble shooting guidelines</li> </ul>
8.4	<b>Conduct Training</b>	<p>Contractor shall conduct and complete onsite Train-the-Trainer training session within a sixty to ninety (60-90) day period prior to system Go-Live.</p> <p>Contractor shall provide technical training with sufficient depth and clarity to enable County technical personnel to understand the underlying structure and function of system components, to troubleshoot the application software and interfaces (including platform, network, and security interfaces), to support users (help desk(s)), to perform all system administration and administration duties, and to plan for potential future integration with other applications.</p>	The <b>Training Execution Results</b> shall summarize the training efforts, its outcomes and confirm its completion including training of trainers and technical training of system administrators.

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## 3.12 Task 9: System Deployment and Rollout

While DMEC desires a “big bang” CMS implementation, a successful approach will require extensive training across bureaus and must allow for enhancements in the short to mid-term. Contractor shall use a proven implementation methodology based on industry standards and best practices. The methodology establishes an accountability framework which allows Contractor to deliver high-quality services throughout the project. The framework shall link project stages to defined quality gates and deliverables.

Contractor shall validate that each interface to an external system is working correctly. Contractor will repair all interface-related problems caused by Contractor-developed interfaces.

In addition, Contractor shall assist the County with testing and release preparation in the pre-production environment.

Contractor shall provide the following System Implementation sub-tasks and deliverables:

### Task 9. System Deployment and Rollout Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
9.1	<b>Production Release Planning</b>	Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of a deployment plan to go live in the production environment, assist the County in successfully cutting over users and maintaining DMEC CMS in the Production environment.	<p>The <b>Production Release Plan</b> shall include, but not be limited to, the following components:</p> <ul style="list-style-type: none"> <li>• Updated Configuration Information required satisfying the County production configuration management requirements</li> <li>• Updated System Architecture</li> <li>• Updated Detailed Design, including detailed system, technical, and user documentation. Deployment schedule</li> </ul> <p>In addition, the Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.</p>

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Task #	Sub-Task Name	Description	Deliverables
9.2	Production Release	Upon successful completion of UAT, the County will schedule a release to be moved to the Production environment.	<p>Each <b>Production Release</b> shall include the following:</p> <ul style="list-style-type: none"> <li>• Release-specific Hardware and Software system components</li> <li>• Release Description including Architecture or Design updates, new functionality introduced, defects fixed, modifications to interfaces with other systems, other changes to existing code, and any software and hardware configuration changes</li> <li>• Release Contents including a description of the release structure and contents and instructions for assembling and/or configuring the components of the release</li> <li>• Detailed hardware and software configuration information including any software and hardware dependencies and instructions</li> <li>• Database documentation conforming to industry standards</li> <li>• Detailed configuration information for any 3rd party hardware and software</li> </ul> <p>Contractor shall provide updated documentation when system upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.</p>
9.3	Production Cutover Planning	Contractor shall provide multiple cutover cycles, if specified in the Solution Implementation Plan, including at minimum one Table Top Rehearsal to confirm the process and to establish the cutover timeline.	The <b>Production Cutover Plan</b> shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.
9.4	Production Cutover	Contract shall complete multiple cutover cycles, as specified in the Production Cutover Plan.	The <b>Production Cutover Report</b> shall provide results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

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## 3.13 Task 10: Production Support and Transition

Contractor shall provide implementation, maintenance and support of the production DMEC CMS for the period as requested in this SOW, and as stipulated per County standard terms and conditions.

Contractor services shall include (at a minimum):

- A. Provision of core DMEC CMS upgrades, including enhancements and new features
- B. Service desk support
- C. Defect correction
- D. Impact analysis of upcoming patches and upgrades
- E. Modifications to Contractor provided components and configurations to support upcoming patches and upgrades
- F. Testing and deployment of patches and upgrades in all environments
- G. Continuous health checks of the production system
- H. Continuous tuning and other required system level administration
- I. Recommendations for system performance tuning
- J. Application modifications required to support scheduled infrastructure upgrades

Contractor shall support the County to apply maintenance and support activities to any components restricted for access to County staff.

Contractor shall conduct the Vendor Monitoring process on a monthly basis during review meetings between Contractor and County. Results may be used to:

- A. Create actionable strategies and remediation plans
- B. Communicate and manage contracts performance
- C. Enhance relationship management through open performance dialogs

Contractor shall recommend and support infrastructure (e.g., operating system, database, etc.) upgrades such that the utilized infrastructure is no more than two (2) major releases behind the current release available from the provider of the infrastructure component.

Contractor shall bill County for maintenance and support services provided after the acceptance of the Production Cutover Report. If DMEC CMS is implemented incrementally, Contractor shall provide maintenance and support services for the incremental releases at no additional cost to the County. With concurrence from the County, the routine planned maintenance activities shall be scheduled with minimal disruption of the 24-hour operational window. Contractor shall provide the

## STATEMENT OF WORK (SOW)

County with a copy of the schedule at least 30 days in advance of the scheduled maintenance date for approval.

Contractor shall provide the following sub-tasks and deliverables:

### Task 10. Production Support and Transition Sub-Tasks and Deliverables

Task #	Sub-Task Name	Description	Deliverables
10.1	<b>Transition Planning</b>	Contractor shall provide a comprehensive Production Support and Transition Plan (Transition Plan).	<p>The <b>Transition Plan</b> will describe how the Contractor intends to support DMEC CMS and transition that support over to the responsible County entities.</p> <p>Contractor shall provide the County with a list of personnel, contact information, and its area of expertise of who shall be performing system production support.</p>
10.2	<b>Disaster Recovery Planning</b>	Disaster recovery requirements relative to the physical environment and planning for recovery from operational failures are not the responsibility of the Contractor, unless vendor hosted. However, Contractor's knowledge of the System will be helpful in the County's business continuity and disaster recovery planning.	<p>Contractor shall provide a <b>Disaster Recovery Plan</b> to address the following:</p> <ul style="list-style-type: none"> <li>• Areas of the System most susceptible to failure or disaster that may result in downtime.</li> <li>• Recommendations for recovery processes, or steps to take in the event of a downtime event.</li> <li>• Recommendations for the County on how to comprehensively and effectively mitigate the risk of a downtime event.</li> </ul>

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Task #	Sub-Task Name	Description	Deliverables
10.3	System Acceptance	<p>There shall be one System Acceptance event for DMEC CMS. This System Acceptance event will mark the end of successful Production and Support and the beginning of Maintenance and Support.</p> <p>Conditions for System Acceptance shall include:</p> <ul style="list-style-type: none"> <li>• Change configuration and release management shall be able to be provided by the County.</li> <li>• The County shall be able to provide application maintenance, development and testing immediately after acceptance of DMEC CMS without Contractor's intervention.</li> <li>• All ownership of licenses and maintenance contracts shall be transitioned from Contractor to the County.</li> <li>• The resolution of all documented Contractor-responsible deficiencies as stipulated through the approved defect and issue tracking process.</li> <li>• DMEC CMS successfully performs in the production environment for a period of one hundred twenty (120) consecutive calendar days without any level 1 or level 2 deficiencies.</li> <li>• Knowledge transfer and training for end users has been provided.</li> </ul> <p>The successful completion of all other work breakdown structure elements, tasks, and deliverables as specified in the Contractor project schedule as approved by the County.</p>	<p>Once all System Acceptance conditions have been met, Contractor shall provide to the County for approval, a <b>System Acceptance Document</b> that shall include a final Requirements Traceability Matrix identifying all System requirements allocated to current, in-production System components. Sign-off of this document by the County will constitute System Acceptance and trigger the beginning of Maintenance and Support.</p>



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Task #	Sub-Task Name	Description	Deliverables
10.4	<b>Maintenance and Support (M&amp;S)</b>	Upon System Acceptance, DMEC CMS will enter Maintenance and Support (M&S). Contractor shall provide an M&S Plan and sample contract language for its standard and premium M&S services.	<p>The <b>M&amp;S Plan</b> shall address the following areas:</p> <ul style="list-style-type: none"> <li>• Support Model</li> <li>• Triage Procedures</li> <li>• Tools</li> <li>• Identification of Roles and Responsibilities of support personnel</li> <li>• Release Management</li> <li>• Upgrades</li> <li>• Maintenance</li> <li>• Ongoing Operations</li> <li>• Deliverables</li> <li>• System Security</li> <li>• Defect/Issue management</li> </ul>
10.5	<b>Maintenance Activity Reporting</b>	Upon completion of any maintenance activity, Contractor shall furnish a maintenance activity report to the County within the response timeframe define by the Service Level Requirements (SLRs). See Appendix B2 – Requirements Response Workbook.	<p>The <b>Maintenance Activity Report</b> shall include, at minimum, the following:</p> <ul style="list-style-type: none"> <li>• Date and time notified.</li> <li>• Date and time of arrival.</li> <li>• If hardware, type and serial number(s) of machine(s).</li> <li>• If software, the module or component name of the affected software code.</li> <li>• Time spent for repair.</li> <li>• List of parts replaced and/or actions taken.</li> <li>• Description of malfunction or defect.</li> </ul> <p>Contractor shall provide Maintenance Activity Reports, monthly, for the duration of maintenance and support services.</p>

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## 4.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

### 4.1 Status Meetings

Contractor is required to attend scheduled status meetings.

### 4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County Project Manager within ten (10) business days, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Project Manager within ten (10) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

### 4.3 County Observations

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

# STATEMENT OF WORK (SOW)

## 5.0 RESPONSIBILITIES

The Project Team Overview and County's and Contractor's responsibilities are as follows:

### 5.1 Project Team Overview

The Contractor must provide a team of resources that have the following experiences:

- A **Project Manager** ("Contractor Project Manager") with a minimum three (3) years of experience of project management experience in implementing solutions for U.S. Coroners or Medical Examiners comparable in business processes and capabilities to what is requested in this SOW. Specifically, case management system experience should include medical examiner-coroner department clients. This resource must have reference-able credentials in the successful completion of the critical project-specific administration and oversight activities to execute and deliver an enterprise-level project. PMP certification is desired for this role
- A Lead Solution Architect with a minimum three (3) years of experience designing case management solutions discussed in this SOW. This resource is responsible for project compliance with technical, architectural, and implementation best practices and for the implementation of all functional requirements. Contractors may propose multiple Lead Solution Architects to ensure proper coverage for each implementation phases

## COUNTY

### 5.2 County Personnel

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

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

### 5.3 Furnished Items

The County will provide workspace for the Contractor's proposed project team while they are onsite at DMEC.

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## **CONTRACTOR**

### **5.4 Contractor Project Manager**

Contractor shall provide a full-time Project Manager or designated alternate. County shall have access to the Project Manager during all business hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached during regular County business hours.

Project Manager shall act as a central point of contact with the County.

Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **5.5 Contractor Personnel**

Contractor shall assign a sufficient number of employees to perform the required work as specified in the Statement of Work.

All Contractor staff performing Work under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing Work under this Agreement. Contractor may conduct its own background checks, provided that they comply with County's requirements, as acknowledged by County's Project Manager or designee.

### **5.6 Facilities and Furnished Items**

The Contractor shall provide the system hosting environments for Development, Testing, Stage, and Production operation of the CMS. In addition, Contractor will provide Disaster Recovery capability. The recovery method will depend on the selected platform(s) and the System's architecture and capabilities. The County shall provide the training facilities as needed. Contractor shall supply all materials not provided by County that are needed to comply with this Statement of Work and the Contract.

### **5.7 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

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## 5.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 pm, Pacific Standard Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

Calls received during these hours of business must be responded to within 15 minutes of receipt. Critical system failures must be resolved within 2 hours from time of call, while non-critical system failures must be resolved within 6 hours from time of call. Non-system failure calls ("Questions") must be resolved within 24 hours of time of call. Each of these response and resolution time windows must apply across seven days a week. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

See Appendix B2 – Requirements Response Workbook for further details on Service Level Requirements.

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## 6.0 WORK SCHEDULES

### 6.1 Hours /Days of Work

County regular business hours are 8:00 a.m. to 5:00 p.m., Pacific Standard Time, Monday through Friday.

County observed Holidays are: **New Year's Day** - January 1, **Martin Luther King Jr.'s Birthday** - third Monday in January, **Presidents' Day** - third Monday in February, **Cesar Chavez Day** – last Monday in March, **Memorial Day** - last Monday in May, **Independence Day** - July 4, **Labor Day** - first Monday in September, **Indigenous People's Day** - second Monday in October, **Veterans Day** - November 11, **Thanksgiving** - fourth Thursday and fourth Friday in November, **Christmas** - December 25.

If January 1st, July 4th, November 11th, or December 25th falls upon a Saturday, the preceding Friday is a holiday. If January 1st, July 4th, November 11th or December 25th falls upon a Sunday, the following Monday is a holiday.

### 6.2 Work Schedules

Contractor shall submit for review and approval a work schedule for each facility to the County Project Manager within 10 days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required ongoing maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within 10 working days prior to scheduled time for work.

### 6.3 Physical Location

Contractor shall submit for review and approval a physical work location, which may be incorporated into overall work schedule documentation. The Contractor Program Manager shall co-locate at DMEC facilities (1104 N Mission Rd, Los Angeles, CA 90033) on a part-time or full-time basis during the lifetime of DMEC CMS implementation.

DMEC maintains Investigation division regional offices in the South Bay, Antelope Valley, and San Fernando Valley. These offices provide a more rapid response to the location of death in these areas due to the proximity of the regional facility. The Contractor is not required to travel to these regional offices for any tasks such as requirements validation, train-the-trainer training or production cutover and go-live.



**LOS ANGELES COUNTY  
MEDICAL EXAMINER-CORONER**

**CONTRACT NO.  
CASE MANAGEMENT SYSTEM**

**Exhibit A-SOW**

**SAMPLE DELIVERABLES EXPECTATION  
DOCUMENT  
(DED)**

Deliverable Expectations: *Deliverable Name*

<b>Project Deliverable Number:</b> <Insert>	<b>Title of Deliverable:</b> <Insert>
<b>Draft Submission Due Date:</b> <Insert>	<b>County Draft Review &amp; Comment Period:</b> <Insert>
<b>Final Submission Due Date:</b> <Insert>	<b>County Final Review &amp; Comment Period:</b> <Insert>
<b>Reviewed By Required:</b> <Yes/No – by whom>	<b>Deliverable Document Format:</b> <Insert – Word, PPT, Other, Etc.>
<b>Deliverable Owner (County):</b> <Name, Role>	<b>Deliverable Author (Vendor):</b> <Name, Role>
<b>Deliverable Description and Purpose:</b>  <i>Describe (Recommend only 200 words max).</i>	
<b>Deliverable Scope / Content Expectations:</b>  <ul style="list-style-type: none"> <li>▪ <i>Include a deliverable sample and/or outline</i> <ul style="list-style-type: none"> <li>○ <i>Component or attribute</i></li> <li>○ <i>More</i></li> <li>○ <i>More</i></li> <li>○ <i>More</i></li> <li>○ <i>More</i></li> </ul> </li> <li>▪ <i>Provide a summary list of artifacts to be delivered and their format</i></li> </ul>	
<b>References / Standards</b>	<i>Used to refer to any documents used to develop the deliverable (and by which it will be assessed) e.g. PMBOK, IEE, Vendor Project Management Methodologies, other project deliverables, etc.</i>
<b>Deliverable Criteria</b>	<p><b>Acceptable:</b> <i>The document is in full compliance with the approved DED and required content areas documented above.</i></p> <p><b>Rework Required:</b> <i>The document substantially in compliance with the approved DED and required content areas documented above. However, there are omissions or errors that need to be corrected before the document can be approved.</i></p> <p><b>Unacceptable:</b> <i>The document was not in compliance with the approved DED and required content areas documented above. There were significant omissions in content and or errors that need to be addressed before the document can be fully reviewed.</i></p>





**LOS ANGELES COUNTY  
DEPARTMENT OF MEDICAL EXAMINER-CORONER**

**CONTRACT NO.  
CASE MANAGEMENT SYSTEM**

Exhibit A  
SOW APPENDIX B2 - REQUIREMENTS

**RESPONSE CODES:**

Response Code	Description
Y	<b>Yes</b> – The requirement shall be met by the core proposed solution. This capability exists or is being used in-production elsewhere and can be demonstrated.
N	<b>No</b> – The requirement cannot be met.
C	<b>Customization or Modification</b> – The requirement shall be met by making programmatic (software development) changes to existing software, developing new software and/or building an interface to the applications listed in this RFP. (Note: This response code includes any software currently in development to meet this requirement by Proposer but which is not yet installed in any client production system).
T	Third Party Software – The requirement can be met with a third-party software product, other than the core CMS provided by Proposer. This includes any work required to incorporate the third party software to operate seamlessly with the CMS. Proposer shall provide a list of all third party software products and include associated costs in the Cost Proposal section of this RFP.

<b>INTRODUCTION:</b> The Case Management Systems (CMS) shall support the full death investigation process including exam/autopsy for the County of Los Angeles. The functional capabilities of the CMS solution are broken down into the following areas:			
Functional Requirement Group	Definition (Functional Requirement Group)	CMS Overview	Additional Info
<b>Priority CMS Capabilities</b>	A list of priority capabilities are identified in the RFP package. These items are defined individually on the Functional Requirements tab of this document.	CMS shall have the ability to meet each of these priority capabilities either COTS or through customization.	<ul style="list-style-type: none"> <li>- List of Priority CMS Capabilities:</li> <li>- NAME Clock Start/Stop</li> <li>- NAME Exception Tracking</li> <li>- Assignment /Availability of Staff</li> <li>- Decedent Status /Location &amp; Crypt Management</li> <li>- Structured Data Fields for Case Management</li> <li>- Case Notes</li> <li>- Property Management</li> <li>- Evidence Management</li> <li>- Content/Document Management Integration</li> </ul>
<b>COTS CMS Capabilities (DMEC Use Cases)</b>	A list of thirty-one (31) Use Cases are organized into seven (7) DMEC Business Areas. Collectively, these Use Cases represent the end-to-end business functions of the Department.	CMS shall functionally support DMEC Use Cases. If any Use Case, as defined throughout RFP package documentation, cannot be supported by the solution, then the Proposer must specifically address deficiency areas.	<ul style="list-style-type: none"> <li>- List of Business Areas:</li> <li>- Reporting Desk</li> <li>- Investigation &amp; Transportation</li> <li>- Manage Property &amp; Evidence</li> <li>- Autopsy/Exam &amp; Medical Report</li> <li>- Process Specimens &amp; Test Orders</li> <li>- Disposition, Release Planning &amp; Release</li> <li>- Manage Public Requests</li> </ul>
<b>Reporting and Communications</b>	The Reporting and Communications capability represents the ability of CMS to provide periodic Case Management Reports summarizing DMEC performance.	<p>CMS shall have the ability to generate summary reports containing information that includes but is not limited to case completion (rate, average duration, by type), case statistics (e.g. duration) and breakdown by type.</p> <p>CMS shall provide a data connection or exports to DMEC's Power BI instance to enable additional data analytics and reporting by DMEC through Power BI.</p> <p>CMS shall provide data exports and share data with other departments including County's Department of Public Health (DPH) County Office of the CIO's (OCIO) Countwide Master Data Management (MDM) initiative /data warehouse. DMEC's current CME provides a data feed from their SQL DB to LAC's Department of Public Health. DMEC envisions continuing to provide data directly to LAC DPH and providing data from CMS to OCIO's Countywide MDM /data warehouse solution.</p>	<ul style="list-style-type: none"> <li>- Generate Reports</li> <li>- System Audit</li> <li>- Share Data</li> </ul>
<b>User Interface</b>	The User Interface capability represents the ability for authorized users and system administrators to access, utilize, and interact with CMS.	CMS shall have ability to allow authorized users to access the Case Management System user interface through a web user interface. Authorized users shall also have the ability to access CMS through the use of mobile platforms. Authorized user logins shall be tracked by the system with authorized user login history accessible by system administrators as needed. CMS shall provide user-specific workflow guidance that includes but is not limited to Investigation Report creation, property management, evidence management, Medical Examination Report creation, and additional guidance and help.	<ul style="list-style-type: none"> <li>- User Login</li> <li>- User Administration</li> <li>- Workflow Guidance</li> </ul>

Req. ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response					Clarification/Description for meeting requirements
				Y	N	C	T		
<b>PRIORITY CMS CAPABILITY</b>									
F-1	NAME Clock Start /Stop		The System shall provide the ability to "start and stop" the clock which tracks case cycle time (within DMEC jurisdiction) given standards defined by National Association of Medical Examiners (NAME).	X				X	The system will have a page that provide the functionality to start/stop the clock and show these time in a grid. Also, the system will provide the functionality to enter a description for each start/stop clock and to assign it to a predefined field in the system (example: arrived to scene, autopsy, etc).
F-2	NAME Exception Tracking		The System shall provide NAME exception tracking for specific conditions when a DMEC case should be excluded from specific performance metrics (Note: NAME allows some inspector discretion; for example, if an office does not perform autopsies and examinations on weekends or holidays, those days should not be included in the determination of the time between which jurisdiction is determined to the time that the autopsy or examination is performed; circumstances such as delays related to long distance body transport, organ/tissue procurement, family religious beliefs/practices, education requirements and mass fatalities are appropriate exceptions)	X				X	System will have a form where the user can configure the intervals of days that should be excluded of the performance metrics.
F-3	NAME Accreditation - Section C.6.o		The System shall measure and report the % of autopsies and external examinations performed within 48 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy (note: corresponds to NAME Section C.6.o, Phase I)	X					System contains a turn around time form that measures these stats.
F-4	NAME Accreditation - Section C.6.p		The System shall measure and report the % of autopsies and external examinations performed within 72 hours from the time that medical examiner jurisdiction is accepted or coroner's authorization is granted, or within 48 hours of receipt of the decedent if an externally referred autopsy (note: corresponds to NAME Section C.6.o, Phase II)	X					System contains a turn around time form that measures these stats.
F-5	NAME Accreditation - Section F.4.k		The System shall measure and report the % of all postmortem examination reports completed within 90 calendar days from the time of autopsy (Note: corresponds to NAME Section F.4.k, Phase II)	X					System contains a turn around time form that measures these stats.
F-6	NAME Accreditation - Section F.4.l		The System shall measure and report the % of all postmortem examination reports completed within 60 calendar days from the time of autopsy (Note: corresponds to NAME Section F.4.l, Phase I)	X					System contains a turn around time form that measures these stats.
F-7	Assignment /Availability of Staff		The System shall support tracking of staff available to take death investigation case assignments such as Investigators on duty and current case load, Forensic Attendant & DSU van availability and on duty, Forensic Technical availability for exam preparation and support and Deputy Medical Examiners available for exams /autopsies.					X	The system will have a page where the user can select a role and the system shows which people are available to take the case. Additionally the system will show the quantity of active cases where this person is affected.
F-8	Assignment /Availability of Staff		The System shall support assignment of cases to staff such as dispatch of Investigators and DSU Forensic Attendants (FAs), and assignment of Forensic Technicians and Deputy Medical Examiners to exams /autopsies.	X					The system has a dashboard where the users can see the cases and take them. Also, the system should create alerts for the users that need to take action in a case.
F-9	Assignment /Availability of Staff		The System shall provide staffing-related views and processes that are streamlined for Reporting Desk clerks.					X	System will show workload of unassigned cases and allow assignment of doctor and technician. Also, the system has reports where the user can see the assignment/availability of staff.
F-10	Assignment /Availability of Staff		The System shall similarly enable staff assignment by the Duty Doctor and Supervising Forensic Technician (FT) for decedent processing and preparation from the crypt and staff to support examinations /autopsies.	X					System will show workload of unassigned cases and allow assignment of doctor and technician.
F-11	Decedent Status /Location & Crypt Management		The System shall maintain a consistent tracking of all decedents and associated containers (e.g. if decedent recovered in parts, bone fragments, dental analysis) from the point of decedent intake through disposition.	X					The system has a form where the user can enter all the information related to the body intake/release and the chain of custody of specimens. We covered by assigning a barcode to each decedent, and specimen.
F-12	Decedent Status /Location & Crypt Management		The System shall provide tracking of needed decedent identification and Notification of decedent's Next of Kin and all other pending actions to enable proper release and disposition of decedents.	X					The system has forms where the user can enter information as it relates to the decedent identification, and next of kin information. The system also contains a dashboard where the users can see alerts and pending tasks that need to be completed in order to close the case. When each personal effect is saved the application allows for tracking and or you can set the item on hold. When the body is released, the application will process this information to allow the property items or leave them on hold.

Req_ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response					Clarification/Description for meeting requirements
				Y	N	C	T		
F-13	Structured Data Fields for Case Management		The System shall structure case data consistently and efficiently for input, review, and reporting across all facets of the case (e.g. County hospitals, Law Enforcement Agencies, Mortuaries/funeral homes, etc.) must be selected from a dropdown list of standard values.	X					System utilizes configurable dropdown lists for these areas.
F-14	Case Notes & Reports		The System shall provide free text fields (e.g. Case Notes, Narrative Sections) and support differentiated entry for internal case notes, Preliminary Investigative Report (record used as input for autopsy type decision), Final Investigative Report and Medical Report.	X					The application provides free text memo fields on the Case Notes Page and the Narrative Page. The case notes page allows a user to select a case note type such as Preliminary Investigative Report, Final Investigative Report or Medical Report to capture notes. Each Case Note entry will have its own free text memo field which will then be stored in a grid. These notes can be generated in a report.
F-15	Case Notes & Reports		The System shall provide a means for precise and organized case note entry from initiation through amendments and follow-up.	X					The system contains a Case Note form. This form allows a user to select the type of case note and record any case related notations. In addition, the system also contains a case follow up form that allows for inter-office communication for that specific case. Follow ups can be sent to an individual or a role or both. When a follow up is generated the users who the follow up is sent to will receive a notification on their alerts page.
F-16	Property Management		The System shall provide all property-related case information to property staff while supporting business processes including inventory management (from receipt through release or disposal management) and tracking chain of custody.	X					This can all be accomplished through the property section of the system. Barcode technology will allow for simplification and improved efficiency of data entry. For example: toxicology labs use barcodes for effective chain of custody record keeping (e.g. specimens, medication, property and documents).
F-17	Property Management		The System shall allow for the tracking of a Next of Kin (NOK) for property that can be different than the NOK for the decedent.	X					The system allows for a case to have multiple NOK's associated/listed. A specific NOK can be set as "Primary".
F-18	Property Management		The System shall support dual custody tracking in the chain of custody.	X					The system has a form for property management where the users selected need to sign to perform the task.
F-19	Evidence Management		The System shall support unique retention and release policies and corresponding notifications and communications (e.g. 90 days to disposal) of evidence.	X					The system supports the prevention of retention, release or disposal based on case type and/or release policies that VeriIQ is provided. The system can generate alerts based on these policies.
F-20	Evidence Management		The System shall support identification of LEAs' associated case numbers with evidence and the death investigation case.	X					This is covered by the application. LEA's information can be saved, and we have a series of forms that allow to search all cases by using the filter that the user needs to find what she/he needs. The filters and search result can be customized by the user to be used any time.
F-21	Case Management		The System shall track all associated decedent containers, associated specimens, property and evidence, all tied to a single case record.	X					All records for Specimens, property, evidence, and medications are case specific. The system provides the ability to barcode individual items or create a group barcode.
F-22	Case Management		The System shall allow the association of multiple cases with one event (e.g. a multiple traffic fatality).	X					This can be done through the Case Association form and/or through the multiple incidents form. If this is done through the multiple incidents page the cases associated will also display on the Case Association form.
F-23	Content/Document Management Integration		The System shall provide a streamlined view of all associated case documents and media, so that end-users may experience entire workflows through the CMS.	X					The system has a form where the user can see and download all the files associated to a case.
F-24	Content/Document Management Integration		The System shall integrate with DMEC's Documentum hosted by ISD for pictures and document images associated with decedent cases, and electronic copies of case records.			X			The system will integrate our file management forms using the Documentum REST APIs.
F-25	Content/Document Management Integration		The System shall integrate with DMEC's Documentum hosted by ISD to provided the end user with the same functional interface the current ECFS v2 (Documentum) has with DMEC's VNA-Lexmark to view images stored in the VNA.			X			The system will integrate our file management forms using the Documentum REST APIs.
<b>COTS CMS CAPABILITY (DMEC USE CASES)</b>									

Req. ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response				Clarification/Description for meeting requirements
				Y	N	C	T	
F-26	Reporting Desk	Take Call, Triage & Initiate Case	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Take Call, Triage & Initiate Case.	X		X		We need to implement GeoLoc integration to localize each device connected. Call Center integration to take and transfer calls between users. A Case Flow customization is needed, the application will show the investigators who are available to take calls, the application already have a form that allow to save all information needed to create a new case.
F-27	Reporting Desk	Dispatch Investigator and Coordinate w/ DSU	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Dispatch Investigator and Coordinate w/ DSU.	X		X		The application supports tablets, mobile, and touch screen. The application have a dashboard where the user can view which cases are not assigned to an investigator and provide a form to do this task. We need to customize the availability of each investigator.
F-28	Reporting Desk	Update Schedules and Notify Parties (WC)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Update Schedules and Notify Parties (WC).	X		X		We have to customize new alerts. We need to update the banner information to show the Update Date for each case, modify case form information to allow multiple investigators. We need to add functionality to our administrator page for availability and scheduling.
F-29	Reporting Desk	Schedule Counter Signouts	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Schedule Counter Signouts.	X		X		The application has a form that allows to save all information needed to create a new case. When the user wants to create a new case, they have to select the case type to create, and the application navigation to case form to allow the user to save all information needed. We need to add the investigator report and the flow to submit, review and approve it.
F-30	Investigation & Transportation	Conduct Investigation	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Conduct Investigation.	X		X		The system will show an alert in the dashboard of the investigator, provide forms to enter all the information that the investigator collects and generate reports. The case closure flow needs to be customized for each case type.
F-31	Investigation & Transportation	Pick-Up Decedent	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Pick-Up Decedent.	X		X		The system has a form to generate and print barcoded labels and to enter all the information related to the body of the decedent. We need to customize alerts to notify Decedent and FA status updates.
F-32	Investigation & Transportation	Pick-Up Property & Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Pick-Up Property & Evidence.	X		X		The system has forms to enter and manage the chain of custody of all the personal properties and evidences collected in the case. We need to customize to get time used to do each task.
F-33	Investigation & Transportation	Approve Preliminary Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Approve Preliminary Report.			X		The system generates an alert for the Investigation Supervisor whenever an Investigator submits a Preliminary Report and provide some forms to allow the supervisor to review, reject or approve the Preliminary Report.
F-34	Investigation & Transportation	Approve Investigation Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Approve Investigation Report.	X		X		The system has tasks and alerts in the dashboard that allow to close a case when all the actions needed have been completed. We will need to customize each case type to configure how and/or when they are deemed as completed.
F-35	Manage Property & Evidence	Inventory & Manage Property	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Inventory & Manage Property.	X		X		Covered in the Property items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of property.
F-36	Manage Property & Evidence	Release Property	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Release Property.	X				Covered in the personal items pages (transfer, release, chain of custody). We will Modify the page to allow multiple people to electronically sign for possession of property.
F-37	Manage Property & Evidence	Inventory & Manage Physical Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Inventory & Manage Physical Evidence.	X				Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of evidence.

Req_ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response					Clarification/Description for meeting requirements
				Y	N	C	T		
F-38	Manage Property & Evidence	Release Physical Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Release Physical Evidence.	X		X			Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). Modify page to allow multiple people to electronically sign for possession of Evidence. Add integration with LEA's case management system.
F-39	Manage Property & Evidence	Manage Digital Evidence (Photos, X-Rays, CTs)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Manage Digital Evidence (Photos, X-Rays, CTs).	X		X			Covered in the evidence items pages (intake, transfer, release, chain of custody). Add files in Evidence page with the capabilities to be reviewed, also, the system has forms to upload and view files associated to the case.
F-40	Manage Property & Evidence	Share Digital Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Share Digital Evidence.	X		X			Covered in the evidence items pages (intake, transfer, release, chain of custody). Need to customize to share digital evidence with LEA if needed.
F-41	Manage Property & Evidence	Dispose of Evidence	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Dispose of Evidence.	X					Covered in the Evidence items pages (intake, transfer, complete list of items, release, chain of custody). We will modify the page to allow multiple people to electronically sign for possession of evidence.
F-42	Autopsy/Exam & Medical Report	Unload and Check-In Decedent ("Receiving")	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Unload and Check-In Decedent ("Receiving").	X		X			The system has forms to enter all the information about the decedent and the body intake. Also, it can track all the movements of the body. We will add some alerts and notifications to guarantee the communication between FA and Ops Doc, FT, and DME.
F-43	Autopsy/Exam & Medical Report	Determine Prep Type & Assign Exam	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Determine Prep Type & Assign Exam.	X		X			The system has forms to enter all the information about the decedent, the body, exam type with the ability to assign a pathologist. Users can generate reports to show the case information. Add notifications and new status fields.
F-44	Autopsy/Exam & Medical Report	Update Autopsy/Exam Schedules and Notify Parties	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Update Autopsy/Exam Schedules and Notify Parties.	X		X			The system contains a form to schedule exam date and time. We also have a form to manage "Schedule Conflict". We'll add alerts and notifications in the dashboard for notification purposes.
F-45	Autopsy/Exam & Medical Report	Prep for Autopsy/Exam	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Prep for Autopsy/Exam.	X		X			The system has forms to enter all the information about the decedent and the body. The application provide series of reports to show the case information. We will need to customize alerts/notifications.
F-46	Autopsy/Exam & Medical Report	Conduct Autopsy/Exam & Make Ready for Release	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Conduct Autopsy/Exam & Make Ready for Release.	X		X			The system has forms to enter all the information about the decedent and the body and reports to show the case information. Add autopsy/exam clock. Create new alerts and notifications. Add voice-to-text and similar capabilities.
F-47	Autopsy/Exam & Medical Report	Write & Complete Medical Report	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Write & Complete Medical Report.	X		X			The system has forms to enter all the information about the decedent and the body and reports to show the case information. Add new alerts and notifications. We can cover this section with transcription but there is a point that we need more clarification. "The system shall have the ability to create a miscellaneous form for DME notes(separate from case notes) that is with the electronic case file but not automatically disseminated upon request for the examination report."
F-48	Process Specimens & Test Orders	Send Test Orders (Toxicology, GSR, Tools, etc.)	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Send Test Orders (Toxicology, GSR, Tools, etc.).	X		X			The system has forms to enter the tox request and register the tox send out and the tox results. Also, the system integrates with laboratories like NMS to send the tox request and receives the results directly in the application.
F-49	Process Specimens & Test Orders	Receive Specimens and Test Orders	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Receive Specimens and Test Orders.	X					The system has forms to manage the specimen information and enter the tox request.
F-50	Process Specimens & Test Orders	Process Specimens, Evidence & Generate Test Results	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Process Specimens, Evidence & Generate Test Results.	X		X			The system has forms to manage the specimen information and enter the tox results. Modify our tox results page to allow reviews.
F-51	Disposition, Release Planning & Release	Identification & DOE Cases	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Identification & DOE Cases.	X					The system has forms to create DOE cases and enter all the information related to it. Also the system provides notifications and alerts in the dashboard of the users.

Req. ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response				Clarification/Description for meeting requirements
				Y	N	C	T	
F-52	Disposition, Release Planning & Release	Notifications	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Notifications.	X		X		We will generate alerts, provide the user with steps to complete the notification workflow. We will track the steps that are used to make a the successful notification.
F-53	Disposition, Release Planning & Release	Track Decedents' Disposition	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Track Decedents' Disposition.	X		X		We support it but we need to add some notifications, alerts to users, and new validations to accomplish all the use case.
F-54	Manage Public Requests	Perform Self-Service Inquiry	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Perform Self-Service Inquiry.	X				Our system provide an API that allow to get all information associated with each case. Each service in the API is documented to know how to get the information. We provide a summary case information, contacts NOK information. We provide a service to get all forms associated information for specific case. We provide a service to get all cases summary information, using specific filters.
F-55	Manage Public Requests	Manage External Request	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Manage External Request.	X		X		The system has forms and report to show case information related to the caller. Also, the system should generate letters and reports to send out to the requestor.
F-56	Manage Public Requests	Create Death Certificate	The System shall meet all the requirements and deliver the business value laid out in Appendix B2 - Use Cases - Create Death Certificate.	X		X		The system has forms to view case information and view or generate death certificates. Also, the system sends the case information to EDRS.
<b>REPORTING AND COMMUNICATIONS</b>								
F-57	Generate Reports - Case and NAME Statistics		The System shall generate case statistics that contain summary information, internal statistics, and NAME evaluation metrics including, but not limited to, case duration (elapsed time between case initiation and autopsy/external exam completion; elapsed time between autopsy/external exam completion and postmortem examination completion), case initiation location, case investigator assigned, authorized users, and case breakdown by type (e.g. field, hospital, signout). Where applicable, reports should present data across the department or division as well as across individual employees (e.g. Investigator Report completion time or work volume should show results across a time frame for all of investigations OR by individual investigator)	X		X		Related to the new form created in F-1 and F-2. We need to create statistics using the new data collected in the new form.
F-58	Generate Reports - Cycle Time & Performance Metrics		The System shall support reporting of Cycle Times and Performance Metrics captured in Appendix B2 - Use Cases.	X		X		Customization needed to generate reports using the new data collected in F-1 and F-2.
F-59	Generate Reports - Report Destinations		The System shall have the capability to change or update standard and ad-hoc report destinations including, but not limited to, specific Department bureaus and County agencies.	X		X		We need to customize to add a new page to manage reports (add, update, remove).
F-60	Generate Reports - Information Capture		The System shall provide web /digital forms to capture different information across the business areas and end-to-end steps of a DMEC case.	X		X		Each form in the application allows to save information associated with the case. Each form allows to print and generate a report with the all information captured. We need to add a new form to allow to capture dynamic information and generate a report with all of this information captured.
F-61	Generate Reports - Download and Print		The System shall provide ability to download raw report files and print physical copies of blank reports (for data entry), in-progress reports, and complete reports for review.	X				The system has a form where the user can generate and print reports.
F-62	Generate Reports - Custom Reports		The System shall provide ability for end-users to define parameters of ad hoc reports (e.g. summary by date of jurisdiction acceptance, date of death, summary by cause of death).	X				The application allows the end users to save parameter based ad hoc reports for future use. This includes the ability to export to excel.
F-63	Generate Reports - External Reporting Tool		The System shall have the ability to leverage external reporting software such as Power BI.	X				The system supports the use of Power BI.
F-64	System Audit - Track Changes		The System shall track and record changes or updates to existing or new Case Management Records.	X				All system transactions can be viewed in the extensive audit trail. This is based on user permissions.
F-65	System Audit - Timestamps		The System shall record point-in-time case information for each death investigation.	X				All system transactions can be viewed in the extensive audit trail. This is based on user permissions.
<b>USER INTERFACE</b>								
F-66	User Login		The System shall allow an authorized user to access the Case Management System via a web user interface.	X				The system is a web based application. Anyone with a user account will have the ability to access the system based on their permissions.
F-67	User Administration - Login Tracking		The System shall have the capability to track authorized user system login.	X				All system transactions including user logins and logouts can be viewed in the extensive audit trail. This is based on user permissions.
F-68	User Administration - System Use		The System shall have the capability to track CMS use.	X				See response above.



Req. ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response				Clarification/Description for meeting requirements
				Y	N	C	T	
F-69	Workflow Guidance - User-Specific Workflow		The System shall allow an authorized user to view a user-specific workflow and access permissions.	X				An authorized user can view a specific roles access on the Menu Admin form in the administration menu. All outstanding tasks regardless of roles can be viewed on the user worklist, this is also permission based.
F-70	Workflow Guidance - Queued Work		The System shall allow an authorized user to view queued work for the department, bureaus and users.	X				See response above.
F-71	Workflow Guidance - Documentation and Help		The System shall provide an authorized user access to system documentation and help.	X				Yes, the system contains help documentation on each form. This explains the functionality of the form and navigation tips for form completion.
F-72	Workflow Guidance - NAME Rules		The System shall provide an authorized user documentation on NAME start /stop and exception rules and overall accreditation guidelines.	X				This will be incorporated upon business rule approval.
F-73	Workflow Guidance - Search		The System shall allow an authorized user to search qualifying case information including, but not limited to, case number and date of case initiation.	X				The system has extensive case search capabilities which can be restricted by role through the Menu Admin page.

Req. ID	Level 1 Capability	Level 2 Capability (if Use Case)	Requirement	Contractor's Response				Clarification/Description for meeting requirements
				Y	N	C	T	

**INTRODUCTION:**

Technical requirements provide the criteria that will be used to assess the technical aspects of the CMS, rather than specific business functional behaviors. The County requires the proposed solution to meet the technical requirements listed in this Appendix. The required technical capabilities of the CMS solution are broken into the below categories:

Level of Capability	Definition	CMS Overview	Additional Info																		
<b>Security</b>	The Security category represents the requirements related to how end user identity and security shall be determined and controlled within the system.	CMS shall demonstrate the capability to comply with Los Angeles County and other State and Federal public safety security guidelines. The System and its administrators shall have the ability to maintain control of and track authorized user access. For each role, access control rules shall be defined to restrict the user to the functions that they are authorized to perform. Security alerts and policies shall be defined to notify system administrators of security events and breaches. Due to the complex nature of Criminal Justice agencies and processes, it is essential for CMS to operate under all County, State and Federal constraints and policies.	N/A																		
<b>System Integration</b>	The System Integration category represents the ability of CMS to interface with other internal justice systems and data for the purposes of information verification and communication of data.	The System shall interface with the DMECs' current Public Web Portal, and DMECs' Documentation for in the future, a call center solution (interactive voice response (IVR) and/or automated call distribution (ACD)) and a laboratory information management system (LIMS). The System shall provide standard based Application Programming Interfaces (APIs) to integrate with current and future County and State applications and databases.	N/A																		
<b>Hosting &amp; Environment</b>	The Hosting & Environment category represents the infrastructure required by the County.	The Contractor shall host the System or manage the hosting for the County.	N/A																		
<b>Service Level Requirements for Response Times</b>	The Service Level Availability and Response Times category represents the operational recovery from both unplanned outages as well as a solution downtime and planned downtime related to installation of upgrades. The failure rate and ability of the proposed solution to recover from downtime shall be defined in the RFP. Any solution that is acceptable for the solution to fail.	<p>It is the objective of the County that CMS be highly reliable and able to be configured to provide 99.99% availability. The proposed solution shall be configured to support an up-time availability of 99.99%. In addition, the solution shall be configured so as to avoid single points of failure, so that the failure of any individual hardware component would cause the system to be unavailable.</p> <p>The solution shall be installed and configured based on Contractor provided best-practices which shall be designed to conform to required response times as defined in "Additional Info". In addition, the Contractor shall provide operations support to detect and correct production-related failures that perform as defined in "Additional Info". The Contractor shall provide additional information related to the Service Level Availability (Planned Outages), Failure Rate, Operational Continuity, and Backup &amp; Recovery of the CMS solution.</p>	<p><b>Anticipated Response Times:</b></p> <table border="1"> <thead> <tr> <th>Requirement</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>CMS</td> <td>&lt; 3 seconds</td> </tr> <tr> <td>Third party components and Web Services</td> <td>&lt; 3 seconds</td> </tr> <tr> <td>CMS Reporting Services</td> <td>&lt; 3 seconds</td> </tr> </tbody> </table> <p><b>Service Level Requirements (SLRs)</b></p> <table border="1"> <thead> <tr> <th>Standard Operational hrs.</th> <th>Off-Hours Availability</th> </tr> </thead> <tbody> <tr> <td>16:00:00-17:00:00 PST</td> <td>24 hrs. 7 days a week / 95% ops a hour - Off-Hours Availability</td> </tr> </tbody> </table> <p><b>Service Level Requirements (SLRs) for Availability, cont'd:</b></p> <table border="1"> <thead> <tr> <th>Third party components and Web Services</th> <th>% of Availability</th> </tr> </thead> <tbody> <tr> <td>CMS</td> <td>99.90%</td> </tr> <tr> <td>CMS Reporting Services</td> <td>99.90%</td> </tr> </tbody> </table>	Requirement	Response Time	CMS	< 3 seconds	Third party components and Web Services	< 3 seconds	CMS Reporting Services	< 3 seconds	Standard Operational hrs.	Off-Hours Availability	16:00:00-17:00:00 PST	24 hrs. 7 days a week / 95% ops a hour - Off-Hours Availability	Third party components and Web Services	% of Availability	CMS	99.90%	CMS Reporting Services	99.90%
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<b>Help Desk</b>	The Help Desk category describes the support the Contractor will provide to the County. The Contractor shall provide support for the County's Service Level Requirements and the standard services levels the Contractor provides.																				
<b>Capacity Limits</b>	The Capacity Limits category represents the workload that the CMS is expected to process.	<p>The three criteria addressed include:</p> <ul style="list-style-type: none"> <li>Network Connections - The number of connections expected between inter-agency external data synchronization components. This includes the sub-systems handling message services and external data synchronization.</li> <li>Concurrent Users - The number of individuals (regular users and administrators) expected to utilize the solution and its sub-systems concurrently. Volume needs, but does not represent future and full system volume needs. The volume of cases expected to be processed each day is dependent on bookings, changes filed or upgraded, and may have an impact on the solution's performance.</li> </ul>	<p><b>Total Users:</b></p> <table border="1"> <thead> <tr> <th>User Roles</th> <th>Min</th> <th>Max (Growth of 10%)</th> </tr> </thead> <tbody> <tr> <td>Normal CMS Operators/Users</td> <td>715</td> <td>785</td> </tr> <tr> <td>CMS Administrators (assuming 5% of total)</td> <td>11</td> <td>12</td> </tr> </tbody> </table> <p><b>Case/Event Type:</b></p> <table border="1"> <thead> <tr> <th>Case/Event Type</th> <th>Estimated Volume / year</th> </tr> </thead> <tbody> <tr> <td>Total Calls/Cases/Triggers</td> <td>16,000</td> </tr> <tr> <td>Total Messages</td> <td>10,000</td> </tr> <tr> <td>Total Cases (including Agency Assists)</td> <td>300</td> </tr> </tbody> </table>	User Roles	Min	Max (Growth of 10%)	Normal CMS Operators/Users	715	785	CMS Administrators (assuming 5% of total)	11	12	Case/Event Type	Estimated Volume / year	Total Calls/Cases/Triggers	16,000	Total Messages	10,000	Total Cases (including Agency Assists)	300	
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<b>Configuration Management</b>	The Configuration Management category represents the process of maintaining the configuration, performance and attributes throughout its lifetime.	This section describes requirements related to definition and management of solution configuration options and extensibility. It is an objective of the County that the architecture can be adapted to provide new technical or functional capabilities.	N/A																		
<b>Usability</b>	The Usability category represents the degree of intuitiveness and ease of use of CMS.	The Usability requirement addresses: <ul style="list-style-type: none"> <li>User Interaction - How easy and intuitive it is for the user to interact with CMS to perform required actions.</li> <li>User Experience - How easy and intuitive it is for the user to navigate and find information within CMS.</li> </ul>	N/A																		
<b>Maintainability</b>	The Maintainability category represents the solution's ability to be easily modified and maintained to accommodate typical usage or change scenarios.	The CMS shall provide flexibility in the configuration of built-in workflows and business rules. It is required to be scalable and adapt to future changes in the justice agencies landscape.	N/A																		

<p><b>Data Management</b></p>	<p>The Data Management category represents the solution's ability to process and store all data elements and logical data groupings required to provide the requested functionality to address the following groupings: data retention, and data dictionary.</p>	<p>The Data Management requirement addresses:</p> <ul style="list-style-type: none"> <li>• Data Retention - Requirement relates to the availability of the data needed to be kept per legal requirements and longer if desired</li> <li>• Data Dictionary - Documentation which includes the meaning of the data, relationships to other data, origin, usage, and format of information</li> <li>• Data Structure and Relationships - Data modeling is required to define and analyze data requirements with a view to presenting the structure and relationships proposed within the solution</li> <li>• Data Conversion - Requirement for data to be migrated from the current data from the existing system(s) into the new system during the implementation of CMS</li> </ul>	<p>N/A</p>
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Req. ID	Requirement	Contractor's Response					Comments or Page and Section number in the proposal where additional information can be found.
		Y	N	C	T		
T-1	The System shall provide the ability to log end-user activity information for audit, investigative, technical troubleshooting and problem identification purposes.	X					The system logs all changes made to data and security events.
T-2	The System shall provide controls for access to data and solution functionality based on groups, roles, and permission levels.	X					The system provides control access by cards and forms by user or role with read/write, readonly or no access at all.
T-3	The System shall provide the ability to define system administrative security separate from content security access.	X					The system has the concept of permissions that can be given to users or roles for administrative tasks.
T-4	The System shall provide multiple levels of security access to folders and documents including: view and edit, view and annotate, view only, and no view.	X					Then system provides no access, read only access or read/write access.
T-5	The System shall provide the ability to limit the display of search results for users applied security rights and roles.	X					The system only allows access to data that the user has permissions to.
T-6	The System shall provide Security and Authorization capabilities by using the County's Microsoft Active Directory Services (e.g. MS Azure).	X					The application supports the use of the County's Active Directory through our MS Azure platform.
T-7	Please list/describe authentication and authorization products you support.	X					The system supports the use of ADS, Azure AD and/or SAML2P.
T-8	The System shall include all documentation necessary to complete tasks required to implement Security and Authorization for access and control of the solution.	X					The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user's manuals.
T-9	The System shall include all documentation to support implementing access controls that comply with the relevant Federal, State, and County Security and Privacy policies.	X					The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.
T-10	The System shall provide the Security and Authorization capabilities from a management console.	X					The system has a UI interface for security configuration.
T-11	Please describe how the solution handles Personally Identifiable Information (PII). Please describe whether or not users can have PII masked depending on role.	X		X			PII fields must be defined at time of system design. The role dependency access for each of them can be configured by an authorized user through the application. The backend, based on the authorization level, will return the actual field value or a redacted version.
T-12	The System shall remain compliant with NIST standards to support encryption and integrity checking of data in transmission (e.g. HTTPS / SSL / TLS).	X					The application runs over HTTPS and all data is encrypted in transit, at rest and in the backup.
T-13	The System shall provide auditable functions that shall comply with FBI CJIS Security Policy version 5.8 or later.	X					Compliance is maintained through MS Azure Government Cloud.
T-14	The System shall remain compliant with the FBI CJIS Security Policy throughout the performance of this contract by applying changes and enhancements to the solution.	X					Compliance is maintained through MS Azure Government Cloud. Please see Section C for additional information.
T-15	The System shall remain compliant with NIST encryption standards, at a minimum, for data in use by the solution.	X					This is provided and enforced by our hosted provider MS Azure.
T-16	The System shall remain compliant with NIST encryption standards, at a minimum, for data at rest in a backup.	X					All data is encrypted in transit, at rest and in the backup.
T-17	The System shall be configurable to support NIST encryption standards, at a minimum, when data is at rest within the database.	X					All data is encrypted in transit, at rest and in the backup.
T-18	The System shall provide the ability to comply with two-factor authorization.	X					The system supports multi-factor authentication through Azure AD available methods and TOTP (Time-based One-time Password Algorithm).
T-19	The System shall provide the ability to comply with strong passwords.	X					If using Active Directory, the system supports the County policy. Otherwise there are a number of parameters that can be configured to ensure the password is being enforced.
T-20	The System shall have an authorization mechanism that relies on, or restricts a login account for access after a number of unsuccessful attempts within a given time period.	X					The system restricts a user login after 3 consecutive failed attempts.
T-21	The System shall provide configurable functionality for the number of attempts and the associated time period at which the restriction shall be triggered.	X					If using Active Directory, the system supports the County policy. Otherwise there are a number of parameters that can be configured to ensure the policies.
T-22	The System shall provide the ability to trigger account access restrictions due to repeated unsuccessful login attempts by locking the login account and requiring the intervention of either a system administrator or a self-help web-page to reset the account.	X					After a user login has been restricted, a user with system admin permissions will have the ability to unlock this user account. The user will also have the ability to click on the "Forgot Password" link on the main login page and the system will generate an email directly to that user which will allow them to reset their password.
T-23	The System shall provide the ability to trigger account access restrictions due to repeated unsuccessful login attempts by locking the login account against further login attempts for a time period configured by a solution administrator.	X					The system can lock an account after a configurable number of unsuccessful login attempts and can be unlocked automatically after a configurable time or manually by an administrator.
T-24	The System shall provide the ability to associate each user with a unique login identifier and associate each user login identifier with a password.	X					Each login account created will require a unique login name and password.
T-25	The System shall provide the ability to define a session timeout based on security group or role.	X		X			The system will provide a parameter to define session timeout for every role.
T-26	The System shall provide the ability to define password security requirements by security group or role.	X		X			The system will provide a set of parameters to define security requirements for every role.
T-27	The System shall provide the ability to restrict passwords to be not from a dictionary word or proper name.	X		X			The system will check password against a dictionary.
T-28	The System shall provide the ability to restrict passwords to not be identical to the previous ten (10) or more passwords for the account.	X		X			This can be configured to meet the County requirements.
T-29	The System shall provide the ability to restrict passwords to be a minimum length specified in County Password policy and CJIS policy.	X		X			This can be configured to meet the County requirements.
T-30	The System shall provide the ability to display to users a County defined system use notification or banner before granting access to the system that provides privacy and security notices consistent with applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance.	X		X			The information to be displayed can be defined during the system design phase.
T-31	The System shall provide the ability to notify the user, upon successful login / access to the system, of the date and time of the last login / access.	X		X			The system will display a notification with the information related to the last login of the user upon successful login.
T-32	The System shall provide the ability to prevent further access to the system in a locked user session until the user reactivates access using established authorization procedures.	X					The system can lock an account after a configurable number of unsuccessful login attempts and can be unlocked automatically after a configurable time or manually by an administrator.
T-33	The System shall provide an administrative Application Program Interface which can be used to terminate a user session from a County provided mechanism (from a console or automated rule based event trigger).	X		X			The system allows the administrator user to terminate any user session at any time.

T-34	The System shall provide the ability to comply with County Policies for End-user authorization including but not limited to the following: Groups, Locations, Roles.	X				At the analysis stage, we will define all security policies and configure them into the system.
T-35	The System shall provide the ability to produce immediate security alert notifications upon detection of a security policy violation.					The system detects and audits any failed attempts to login. The system also detects each active session and audits all events from each active session. The system allows access or updates to the information just for users logged in and authorized. Any attempt to access/update information from an unauthorized user will be detected, audited, and rejected by the system. The information included in this report must be defined during the analysis stage.
T-36	The System shall provide the ability to produce a report documenting all security related items in the system by selectable duration (shift, day, month, etc.).	X				The system will provide a form to configure different types of notifications and recipients for every type of security events.
T-37	The System shall provide the ability to configure the distribution of security alert notifications.	X				The system has an API so it can be integrated with any other system.
<b>System Integration</b>						
T-38	The System shall integrate with external systems by sending and receiving information through Web Service protocols.	X				The system has an API so it can be integrated with any other system and it's designed with a set of good practices.
T-39	System interfaces shall utilize loose coupling design principles.	X				The system has an API which allows for it to be integrated with any other systems/ applications.
T-40	The Contractor shall provide an API library for customization and integration with other systems.	X				The system exposes a RESTful API documented with OpenAPI.
T-41	The System Application Program Interface (API) shall be fully documented with required and optional parameters, return types, side effects, and error or exception return types.	X				The API is implemented with REST HTTP.
T-42	System documentation shall identify the prerequisite software that is needed or recommended in order to create interfaces which utilize the provided API.	X				The system exposes a RESTful API documented with OpenAPI.
T-43	Please describe the integration mechanisms that your solution supports (e.g. API, Direct DB Connection, JSON/csv flat-file export, automatically scheduled vs. manual). Additionally, please describe how to indicate new/changed/deleted records in the integration.	X				According to batch processes mentioned in answer to question #81 in Addendum No.1. Currently the system allows for sending reports by email. The customization would allow the scheduling of those emails.
T-44	The System shall provide the ability to schedule batch jobs in a flexible manner.	X				According to batch processes mentioned in answer to question #81 in Addendum No.1. The system will allow for setting the priority and scheduling the reports to be emailed.
T-45	The System shall provide the ability to prioritize and sequence batch jobs.	X				According to batch processes mentioned in answer to question #81 in Addendum No.1. The system will provide the ability to disable access to sent reports.
T-46	The System shall provide the ability to rollback a batch job that has already completed.	X				The system allows for the configuration of alerts for every failure.
T-47	The System shall provide the ability to send notifications to designated users or roles upon failure of a batch job.	X				The customization includes the development of the REST API and database views necessary to fulfill the required interface.
T-48	The System shall provide an interface with DMEC's Public Web Portal.	X				The customization includes the SSO integration (subject to Documentum authentication options available), the functional requirements are covered by F-24 and F-25.
T-49	The System shall provide an interface with DMEC's Document Management System; Documentum hosted by ISD.	X				VertiQ is currently working with the State of CA to get this implemented.
T-50	The System shall provide the capability to interface with CA EDRS and Additional State and National Authorities.	X				The system provides a RESTful API that can be used to interface with other systems/ application. The system can be customized to interface with other systems in order to fulfill future requirements.
T-51	The System shall provide the capability to interface with LA County DEIMS (current County ISAB project with DMEC on the roadmap).	X				The related functional requirements have details about the implementation. We will integrate with the Call Center Technology provided by Los Angeles County.
T-52	The System shall provide the capability to interface with IVR /ACD Call Center Technology (future DMEC upgrade).	X				The system is integrated with the NMS laboratories system. It can send the tox request and receives the tox results. We can adapt this existing interface to meet your LIMS integration requirements.
T-53	The System shall provide the capability to interface with Laboratory Information System (LIMS, future DMEC upgrade).	X				
<b>Hosting and Environment</b>						
T-54	The System shall be hosted by the Contractor or a cloud provider that the Contractor manages.					VertiQ offers a fully managed hosted application which runs on the Microsoft Azure Government Cloud. We provide 24/7/365 support to all of our hosted clients
T-55	Please describe which cloud vendors you and your solution support.	X				VertiQ utilizes the Microsoft Azure Government Cloud as our hosting provider.
T-56	The System shall be implemented using at least, but not limited to, three (3) separate environments for development, test, and production.	X				Yes, VertiQ can provide 3 separate environments.
<b>Service Level Availability and Response Times</b>						
T-57	The System shall avoid single points of failure.					Azure platform provides a lot of mechanisms of replication of resources to avoid these kind of failures. Please see section C1 -System Architecture & Hosting in the business proposal for complete explanation
T-58	The System shall provide the response times as defined in Table 2: Anticipated Response Times.	X				The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 (Services Availability).
T-59	The System shall meet the Planned Outage requirements for CMS defined in Table 3: Service Level Availability (SLA).	X				Scheduled Downtime is not included in the calculation of availability of the Services. Business hours will generally refer to Monday - Friday, 8:00 a.m. - 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
T-60	The System shall meet the Planned Outage requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	X				Scheduled Downtime is not included in the calculation of availability of the Services. Business hours will generally refer to Monday - Friday, 8:00 a.m. - 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.

T-61	The System shall meet the Planned Outage requirements for CMS Reporting Services defined in Table 3: Service Level Availability (SLA).	X				Scheduled Downtime is not included in the calculation of availability of the Services. Business hours will generally refer to Monday – Friday, 8:00 a.m.- 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
T-62	The System shall meet the Unplanned Outage requirements for CMS defined in Table 3: Service Level Availability (SLA).	X				Scheduled Downtime is not included in the calculation of availability of the Services. Business hours will generally refer to Monday – Friday, 8:00 a.m.- 5:00 p.m. Pacific Standard Time (PST). Scheduled downtime typically is performed between 12-1 AM PST.
T-63	The System shall meet the Unplanned Outage requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	X				The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 (Services Availability).
T-64	The System shall meet the Unplanned Outage requirements for CMS Reporting Services defined in Table 3: Service Level Availability (SLA).	X				The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 (Services Availability).
T-65	The System shall meet the Operational Continuity requirements for CMS defined in Table 3: Service Level Availability (SLA).	X				Please see the business proposal under section C1 - Security and System Architecture & Hosting for a complete explanation of our Continuity/failover plan.
T-66	The System shall meet the Operational Continuity requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	X				The Services will be available for SaaS, and Storage, and by Contractor 99.9% of the time, 24x7x365 (Services Availability).
T-67	The System shall meet the Operational Continuity requirements for CMS Reporting Services defined in Table 3: Service Level Availability (SLA).	X				Please see the business proposal under section C1 - Security and System Architecture & Hosting for a complete explanation of our Continuity/failover plan.
T-68	The System shall provide the ability to track solution uptime and transaction response times for both pre-formatted and ad-hoc queries.	X				The system provides an audit trail for every operation including response times. Azure platform provides tracking of solution uptime.
T-69	The System shall meet the Backup and Recovery requirements for CMS defined in Table 3: Service Level Availability (SLA).	X				Monthly/Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-70	The System shall meet the Backup and Recovery requirements for Third Party Components and Web Services defined in Table 3: Service Level Availability (SLA).	X				Monthly/Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-71	The System shall meet the Backup and Recovery requirements for CMS Reporting Services defined in Table 3: Service Level Availability (SLA).	X				Monthly/Recovery Time Objective for a specific Protected Instance configured for Azure-to-Azure replication in a given month is 2 hours.
T-72	The System interfaces shall be available for use while the System is available.	X				Yes, in addition, a user can continue working with some tasks in the event of a server shutdown, loss of internet connection or network failure. When the server comes back or the user regains internet access, all local modifications are synced with the server.
T-73	The System shall support completing data transmission of data in flight or in queue with interfaces when System availability is restored.	X				Yes, in addition, a user can continue working with some tasks in the event of a server shutdown, loss of internet connection or network failure. When the server comes back or the user regains internet access, all local modifications are synced with the server.
T-74	Please describe your quality assurance process for new deployments.					<ol style="list-style-type: none"> <li>1. The Analyst documents the new requirement.</li> <li>2. The requirement is reviewed by a technical leader, and by a Quality team leader to create the test plan to verify it once the development is done.</li> <li>3. The requirement is assigned to a developer by the technical leader.</li> <li>4. The developer implements the new requirement and sets it as ready to review once s/he finishes.</li> <li>5. The implementation goes to through a peer code review step.</li> <li>6. Once the code is approved by the reviewer the requirement is assigned to QA to be tested.</li> <li>7. The QA reject or approve the requirement.</li> <li>8. If QA approves it then the requirement is integrate with the solution so it can be tested as a whole. If it is rejected it goes back to the step 4.</li> <li>9. QA tests again the entire solution and the specific requirement, accordingly to the predefined test plans.</li> <li>10. If QA approves it then the new requirement is ready to be deployed in client UAT site.</li> <li>11. The client tests and approve/reject the new requirement.</li> <li>12. If the client approves it then the new requirement is ready to be deployed in client production site, if rejected the process goes back to step 2. Please see business proposal- section D - Quality Control Plan for a complete explanation.</li> </ol> <p>Once the deployment package is ready, a deployment date is coordinated with the customer. Deployments may involve changes for the client, the server or both. In any case the deploys are done on the hosting server in your requested test environment.</p> <p>When a new version / update is deployed, the user will receive a notification and they will be instructed to refresh their browser's current page if they are currently logged in to view these changes.</p> <p>Server side modification will be transparent to the users.</p>
T-75	Please describe your deployment process.	X				<p>Once the deployment package is ready, a deployment date is coordinated with the customer. Deployments may involve changes for the client, the server or both. In any case the deploys are done on the hosting server in your requested test environment.</p> <p>When a new version / update is deployed, the user will receive a notification and they will be instructed to refresh their browser's current page if they are currently logged in to view these changes.</p> <p>Server side modification will be transparent to the users.</p>

T-76	Please describe the frequency of system upgrades and whether or not upgrades require down-time.				There is no prescheduled frequency for upgrades; when new features are implemented in the app, the customer will be informed of the changes and a date for the new deploy will be coordinated with the customer. If a new feature is requested by the customer, a date for the new deploy will be coordinated with the customer. Any bug related update is scheduled to be deployed as soon as a solution is available. Since the application can work off-line, system upgrades/updates do not require down-time. Client changes made during this time will require a browser refresh.
T-77	Please describe the metrics that the solution provides. Also, please describe how the solution would integrate with Los Angeles County's analytics platforms (e.g. PowerBI).			X	The solution provides pre-built reports on Turn Around Time and an annual report. Also there is an ad-hoc module that allows a user to create and save queries through the UI to extract all kinds of information that can be reviewed and/or exported to Excel. The customer might decide to have specific users to which read-only access directly to the application's database will be granted, this access can be used to integrate tools like PowerBI. The solution also provides a Web API which allows access to the application's data based on the same user/role restrictions as the UI.
<b>Help Desk</b>					
T-78	Please describe your support model (24x7x365 or otherwise). If you offer various levels of SLA support, then please describe associated cost information in your pricing response.				Our support model is 24x7x365. However there are two levels within this support model: TechSupport and SiteDown. TechSupport: Covers all things related to the application which are not deemed as critical (the user can go on working without the fix); the requests are answered within an 1 hour or less. SiteDown: all things which are critical or stop the user from being able to work; the requests are answered immediately. The time of the fix depends on its difficulty.
T-79	Please describe support escalation procedures.			X	The support team receives the request. It is answered immediately and the team starts to work on it. Depending on the request, a call will be needed in order to clarify the issue and conditions. When the fix is ready and if it is not a critical issue, it will be put in the UAT site and the client will be able to test it and approve it. When the client approves it, he/she will authorize us to put it in the production site (the support team and the client will schedule the deadline to update the production site). This will be outlined in our SLA.
<b>Capacity Limits</b>					
T-80	The System shall provide the ability to accommodate the forecasted number of network connections in Table 4:			X	Azure platform can be configured to provide all the necessary resources to maintain the required performance levels.
T-81	The System shall provide the ability to accommodate each of the estimated User counts in Table 5: Concurrent Users above while maintaining required operational performance levels.			X	Azure platform can be configured to provide all the necessary resources to maintain the required performance levels.
T-82	The Third Party Components and Web Services solution shall provide the ability to accommodate the forecasted number of users in the table above while maintaining required operational performance levels.			X	All components provided by us are hosted in Azure platform.
T-83	The Systems shall provide the ability to manage solution process priorities including routine settings and how exception priorities can be controlled and managed.			X	Azure platform can be configured with different policies to automatically provide all the necessary resources to maintain the required performance levels.
T-84	The System shall provide performance measures that allow monitoring, by both County and the Contractor, of System capacity, performance, and usage.			X	This is provided by Azure monitoring tools.
T-85	The System shall provide the ability to increase its capacity with only a comparable increase in resources, with no degradation in performance, and with no change to system code required.			X	Azure platform can be configured with different policies to automatically provide all the necessary resources to maintain the required performance levels.
<b>Configuration Management</b>					
T-86	Please describe the workflow that your solution provides and where it can be customized.				The workflows are completely customizable and can be determined during the system analysis / design stage. For example, you can change workflow by user or role, by case type, by attribute specific, by autopsy exam type, etc.
T-87	Please describe the User Interface configurability.			X	Labels, colors, forms navigation, menu, sections visibility, empty fields visibility, banner visibility, etc.
T-88	The System shall provide the ability to clearly identify or separate configuration settings which are specific to an individual environment so as to simplify the management and migration of these configuration settings from environment to environment (e.g. test vs. production)			X	We provide the necessary scripts and tools to move data between environments
T-89	The System shall provide the ability to use configuration variables as placeholders for configuration settings to support application deployment automation.			X	The system uses configuration from files and forms to parameterize all the behaviors.
T-90	The System shall provide the ability to be configured and re-configured (through tools that do not require "code" modifications)			X	The system uses configuration from files and forms to parameterize all the behaviors.
T-91	The System screens shall be highly re-configurable, providing ability to reposition and rename field labels, remove or "turn-off" unused fields, maintain data, and allow addition of custom-defined fields.			X	The system has the ability to reposition, rename and remove fields at runtime in a configuration mode. Custom defined fields can be defined at the analysis / design stage.
T-92	The System shall provide the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.			X	Custom business and validation rules can be defined at analysis stage.
T-93	The System configuration shall provide the ability to be manageable through a graphical user interface			X	The system has very friendly UI for every task.
T-94	The System shall continue to function reliably and remain secure when individual components are changed.			X	The system is implemented with all the best practices in mind and our QA team will test every component of the system to keep it reliable.
<b>Usability</b>					
T-85	The System shall be accessible from a desktop computer. Please describe how access is provided, for example, what web browsers are supported.			X	Please see Section C2 Knowledge Transfer and Training for description.



T-86	The System shall be accessible from a mobile device for field staff such as Coroner Investigators and Forensic Attendants. Please describe how the solution supports mobile devices (e.g. phone, tablet) including what mobile operating systems and browsers are supported.	X			The system provides a Progressive Web Application that can work on Android or iPhone phones, tablets, and Windows 10 tablets with Edge, Chrome, Firefox, and Safari browsers.	
T-87	The System shall provide an online version of training material, and have a learning curve equal to one day or less for regular user and three days or less for admin.	X			A parallel site will be available with a copy of the system for training and testing purposes, every form has online help in the system with detailed explanation and training videos about form use. Also there will be available support 24x7 by phone and email.	
T-88	The Contractor shall provide on-site "train the trainer" training at a sufficient level to prepare County trainers to conduct end user training.	X			Please see Section C2 Knowledge Transfer and Training for complete description.	
T-89	The Contractor shall provide on-site or web based training for future versions of solution.	X			Remote web-based training will be available as needed for all future version and/or enhancement releases.	
T-90	The Contractor shall describe the ongoing training programs available for the proposed solution and related components.	X			Remote web-based training will be available as needed for all future version and/or enhancement releases.	
T-91	The System shall have a common vernacular, consistent graphical user interface, and workflow.	X			The system has very friendly UI for every task.	
T-92	The System shall provide time stamps normalized with Coordinated Universal Time (UTC).	X			All dates are saved in UTC	
T-93	The System shall provide the ability to access key information such as Next of Kin, Identification, or Cause of Death within three clicks from any screen.	X			The system has very friendly UI for every task	
<b>Maintainability</b>						
T-103	The System shall be configurable, based on assigned authorization levels, by County administrative and operations users.				The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured.	
T-104	The System shall support changes to internal business processes or workflows via Graphical User Interface (GUI) configurations, without requiring change to system code.	X			The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured.	
T-105	The System shall provide the ability to apply administrative configurations including but not be limited to:	X			We support provisioning from ADS and Azure AD.	
T-106	• Provisioning Accounts (Service and User)	X			We support provisioning from ADS and Azure AD.	
T-107	• Defining Roles	X			We support policies from ADS and Azure AD.	
T-108	• Configuring Logging and Audit controls	X			We support policies from ADS and Azure AD.	
T-109	• Securing accessibility	X			This is managed by Vertiq within the Azure platform.	
T-110	• Provisioning Storage	X			This can be defined during the analysis stage.	
T-111	The System shall provide the ability to apply operations configuration including but not be limited to:	X			This is provided by the azure platform.	
T-112	• Defining startup and shutdown procedures	X			This is provided by the azure platform.	
T-113	• Monitoring services	X				
T-114	• Configuring High-Availability Architectures	X				
T-115	The System shall provide the ability to apply database configurations including but not be limited to:	X				
T-116	• Reporting	X			This can be defined during the analysis stage.	
T-117	• Logging	X			This is provided by the azure platform. The application also provide an audit trail that provides a log of all system activity.	
T-118	• Security	X			This can be further defined during the analysis stage.	
T-119	• Defining Security Roles for databases	X				
T-120	The System shall provide the ability to preconfigure the layout of the interface components (e.g. inboxes, task lists, search-and-retrieval functions, data input).	X			This can be further defined during the analysis stage.	
T-121	The System shall provide the ability for the layout of the interface components to be automatically determined by the user's profile or role.	X			This can be further defined during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured.	
T-122	The System shall support configurable user interfaces allowing for the selection and positioning of user interface components.	X			The workflows can be completely customized during the analysis stage. For example, you can change workflows by user or role, by case type, by attribute specific, by autopsy exam type, etc. Custom defined fields can also be defined at the analysis/design stage. The system has the ability to reposition, rename and remove fields while in configuration mode. In addition, labels, colors, forms navigation, menu, section visibility, empty fields visibility, banner visibility, etc. can also be configured.	
T-123	The System shall include application installation procedures for the solution.	X			The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-124	The System shall include architectural design specifications so that the County can maintain the system without direct vendor support.	X			The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-125	The System shall include documentation defining the functionality of modules that comprise the solution that are available for assignment of access rights by role or group.	X			The solution provides documentation about architectural design, database design, installation procedures, development metrics, security configuration and user manuals.	
T-126	The System shall provide the ability to generate reports listing the roles or groups who have been granted access rights to available functions.	X			This can be further defined during the analysis stage.	

T-127	The System shall provide the ability to restrict the use of maintenance tools to authorized personnel only.							The system provides control access by cards and forms by user or role and has the concept of rights that can be given to users or roles to perform administrative tasks.
T-128	The System shall provide certified test tools and scripts to verify solution stability and functionality.							The QA Team is involved in five stages of the development process: Analysis: Understanding client requirements and testing strategy planning Development: Testing and reporting errors to developers Deploy: Quality assurance of entire application Application: Testing delivered requirements and application support. Support: Testing fixed issues
T-129	The System shall provide the ability to receive third party updates (e.g., Windows Updates, Database Updates) without modifying the Contractor application's configuration.							That is fulfilled by azure platform.
T-130	The System shall provide the ability to ensure data integrity and quality control through concurrency mechanisms such as pessimistic or optimistic data locking.							The system implements data validation, concurrency checking and ACID transactions.
T-131	The System shall provide the ability to present an English text description of both the error and the suggested course of action to correct the problem, in the event of an error condition.							The system shows user friendly messages for all known error conditions.
T-132	The System shall provide the ability to record errors encountered in batch processes and in online transactions. These records must be accessible to system administrators for analysis.							The system provide alerts for every type of event.
<b>Data Management</b>								
T-133	The System shall provide the ability for administrative users to manage the data retention policies based on business rules.							The system supports definition of data retention period, automatic archiving (for specific data) and/or alerts for defined users.
T-134	The System shall provide the ability for administrative users to manage the logical data groupings to be automatically archived and the archival retention duration for those groups based on business rules.							The system supports definition of data retention period, automatic archiving (for specific data) and/or alerts for defined users.
T-135	The System shall provide the ability, with authorization, to manually control and override rules related to archiving specific data items.							The system allows for manually archiving any (archivable) data.
T-136	The System shall provide the ability to prioritize solution tasks including the archiving process to have a lower priority to ensure that it does not affect system performance during peak periods.							This can be further defined during the analysis stage.
T-137	The System shall include a catalog of data that is available for import and export from / to the solution.							Yes, through the system API documentation.
T-138	The System shall provide the ability to import and export data.							This can be accomplished through the system API. Data can be imported/exported.
T-139	The System shall include a searchable, comprehensive data dictionary covering all data elements in all databases supporting the solution.							A data dictionary and data structure documentation is provided as part of the solution.
T-140	The System shall include documentation of the database schema including entity relationship diagrams or data structure diagrams; descriptions of the specific data elements that belong to each data structure; and a description of each data structure and the relationship to other data structures.							A data dictionary and data structure documentation is provided as part of the solution.
T-141	The Contractor shall convert historical records identified by the County as specified by the Contractor's Data Conversion Plan.							See next item, T-142.
T-142	Please describe how you would work with and/or recommend DMEC to migrate existing case data.							1. The project's analyst creates a mapping document to specify how each field will be migrated from then current system to the new system. 2. The analyst creates a document to validate the migrated information, this document contains each field expected to be migrated and its expected value for a set of test cases, this document specify where the fields can be found in then current system and where they are in the new system. 3. A developer creates an SSRS package to migrate the current database to the new database. 4. The developer deploys the migrated database on a test environment. 5. QA team test the information migrated using the migration validation document created in step 2 6. The database made available through the UAT site for customer review and approval. Please see Business Proposal - Section C1 - Data Conversion for a complete explanation
T-143	The Contractor shall identify duplicates from the source data and prevent from occurring in the new solution databases.							This is considered within the data migration plan.
T-144	The Contractor shall ensure the record integrity of the current system data shall be protected and validated throughout conversion so that it will be reliable for processing after the conversion.							This is considered within the data migration plan.
T-145	The System shall provide the audit system history loaded into a relational database format and made available for inquiry in new screens that shall be included.							The audit trail is saved in the database and available through the UI.



Report ID	DMEC Legacy Report # and Name	Description	Frequency	Contractor's Response				Comments or Page and Section number in the proposal where additional information can be found.
				Y	N	C	T	
R-1	<b>Accident Report to CHP</b>	Cases that DMEC needs to enter into EDRS to report to CHP	Monthly	x				VertiQ system allows users to create predefined searches. The user can determine the parameters and criteria that should be applied, and a list of cases is generated as a result. This list can be exported as an Excel document if needed.
R-2	<b>Document Requests</b>	List of requests for documents ( case#, date of request, date of when doc. was sent, doc. type, who processed the request, who requested the document)	Monthly	x				Document Requests grid in VertiQ system shows requests made for all cases.
R-3	<b>NOK Billing</b>	List of closed cases that the dept. can bill for transportation & handling fees	Monthly			x		VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria. Transport Billing customization needed.
R-4	<b>Security Hold Cases</b>	List of cases placed on security hold by law enforcement	Weekly	x				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.
R-5	<b>Property released</b>	List of cases with property that property custodians released ( case#, date of release, who released it, who it was released to)	Weekly	x				VertiQ system includes a grid that shows all cases that have released properties, detailing the information needed.
R-6	<b>Property inventoried</b>	List of cases with property that property custodians inventoried for the day ( case #, who completed the inventory, when was it received, who was the witness, # of items received for the case, location of the property)	Weekly	x				VertiQ system includes a grid that shows all cases that have inventoried properties, detailing the information needed.
R-7	<b>Property disposed</b>	List of cases taken to ISD ( case#, who completed the dispo. of property, who was the witness, date of property disposed, # of items taken to ISD by case number)	Monthly	x				VertiQ system includes a grid that shows all cases that have disposed properties, detailing the information needed.
R-8	<b>"Post List"</b>	Worklist containing a list of cases that have been taken jurisdiction on, that are not mortuary signouts, and that do not have a DME assigned or exam date yet	Daily	x				VertiQ system has developed a form "Exam Scheduling" that shows a list of cases that meet the desired criteria. It is also possible to assign a DME and Exam Date from this page.
R-9	<b>Unfinished exam reports</b>	Detailed List of exam reports with no date signed sorted by age, another version sorted by DME, and a summary version. Various columns including whether or not the manner of death is deferred	Weekly	x				VertiQ has developed a form "Autopsy Report Turnaround" that allows users to see a list of cases whose autopsy report has not been signed yet. It is possible to filter and sort as needed.
R-10	<b>Turnaround times</b>	Various reports that reflect various turnaround metrics over a set of date ranges to be entered by the user. Should align with key NAME accreditation or other metrics	Monthly			x		VertiQ has developed a Case Status form that shows number of cases which have an exam completed (or not), and the time period in which they were completed. Need alignment with key NAME accreditation.
R-11	<b>Body Cooler Inventory</b>	Snapshot type report listing details of cases currently in custody of the DMEC. Based on bodies that have an arrival date but no release date.	Daily	x				Morgue Status List grid from VertiQ system shows all cases that have a body intake record and have not been released yet. This list can be exported in Excel format.
R-12	<b>DME Cases</b>	Report of cases done or supervised by a particular doctor within a specified time period.		x				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.
R-13	<b>DME NAME Workload</b>	Report of number of cases done by a particular doctor within a specified time period, adjusted according to NAME workload criteria.		x				VertiQ has developed a report that shows number of cases done by a doctor, aligned with NAME workload criteria.
R-14	<b>Tox Testing</b>	Report of percentage of toxicology testing completed after 60 and 90 days.				x		VertiQ has a grid that shows tox requests. Customization needed to display percentage of tests completed after 60 an 90 days.
R-15	<b>Exams but no Cause of Death</b>	Report of cases where exam is complete but cause of death has not been determined, sorted by doctor.		x				VertiQ system allows users to create predefined searches and generate a list of cases that meet the criteria.

Report ID	DMEC Legacy Report # and Name	Description	Frequency	Contractor's Response				Comments or Page and Section number in the proposal where additional information can be found.
				Y	N	C	T	
R-16	<b>Past Due Exams</b>	Report of cases over 48 hours after reporting, where exam is not complete.		x				VertIQ system allows users to create predefined searches and generate a list of cases that meet the criteria.
R-17	<b>Past Due Reports</b>	Report of cases over 60 and 90 days from exam, sorted by doctor, where report is not complete.		x				VertIQ has developed a form 'Autopsy Report Turnaround' that allows users to see a list of cases whose autopsy report has not been signed yet. It is possible to see the results for different periods (including 60-90 days).

Req. ID	DMEC Paper Form Title	Requirement	Contractor's Response				Comments or Page and Section number in the proposal where additional information can be found.
			Y	N	C	T	
P-1	Form 1 Case Report	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application has a form that allows to save all information needed to create a new case.
P-2	Form 1B Case Reported	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				We provide a form to save or update all general information for each case reported.
P-3	Form 1C Case Inquiry	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				Vertiq provide a series of forms that allow to search different cases by selecting different criteria.
P-4	Form 3 Investigator's Report	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The Application contains a series of forms that allows the investigator to save all information associated with a case. The application provide various reports to get the cases information saved in each form.
P-5	Form 3A Medical Evidence	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				Vertiq has developed a section to enter different types of Evidences, assign a barcode, release or destroyed them and all movements can be follow by a Chain of custody.
P-6	Form 5 Order for Release	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The Application ensures the release of all items added to a case, allowing the user to register releasing organization or contact. Upon release, the application will generate a release receipt and provide you with the option of capturing the signature of the accepting party.
P-7	Form 6 Preliminary Examination	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				We have developed a series of forms that allows the user to enter all type of information with regards to the Exam of a Body.
P-8	Form 6B Preliminary Exam Infant	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				Vertiq has developed a section with different Attribute Specifics or Reports Addendums, related to a case that includes the SUIDI forms, CFRPT forms, or any other type of infant death.
P-9	Form 7 Successor Declaration	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application has a very robust contacts/NOK module where personal information can be captured and stored.
P-10	Form 8 Unidentified Person	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The System allows the user to create a case with a Unidentified status and there is a entire section for these cases called Pending Identification.
P-11	Form 9 Decedent Identification	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				Vertiq provides a page to change the decedent name, track identification attempts and identification status.

P-12	Form 12 Adult Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				The application contains a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-13	Form 12 Fetal Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-14	Form 12 Guidelines for Adult Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-15	Form 12 Guidelines for Fetal Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-16	Form 12 Guidelines Pediatric Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-17	Form 12 Guidelines for Perinatal-Fetal Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				We have developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-18	Form 12 Guidelines for Short Form Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-19	Form 12 Pediatric Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				We have developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-20	Form 12 Perinatal-Fetal Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-21	Form 12 Placenta Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				We have developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-22	Form 12 Short Form Protocol	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				VertIQ has developed a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-23	Form 14 Microscopic Report	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.  Please describe how the CMS will support the data capture of this form.	X				Microbiology, the Medical examiners can see the results right from the system. The associated samples can be tracked using barcode and all the chain of custody is saved automatically.

P-24	Form 15A Medical Report-Field Investigation	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				Vertiq has developed a section called Investigation that includes all "Medical History" from the decedent and also "Incident" that allows Field Investigators to register all information with regards to the Scene and Injuries.
P-25	Form 15B Amendment	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to create amendments and track all changes.
P-26	Form 15B Instructions	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				There is a help/documentation available through out the application, this can be customized for a specific user's need. Instructional videos are also available.
P-27	Form 16 Autopsy Check Sheet	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				We have developed a form called Autopsy Report Review which allows a user to view, return and/or approves a submitted exam report.
P-28	Form 17A Supplemental Toxicology Request	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application provides a form to enter requested tox submissions. This form allows the user to associate tests and specimens to the individual submission
P-29	Form 18 Hospital Report	Please describe how the CMS will support the data capture of this form.	X				Vertiq allows users to add all type of organization information including Hospitals.
P-30	Form 20 Body Diagram - Male	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-31	Form 20B Body Diagram - Female	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-32	Form 20G Head Diagram	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-33	Form 20I Skull Diagram	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-34	Form 20J Body Diagram - Child Anterior, Posterior, Lateral	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-35	Form 20I-2 Body Diagram - Child Lateral	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor. Please describe how the CMS will support the data capture of this form.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.





P-48	Form 32 Genital Diagram - Female	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-49	Form 34 Skull Diagram	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application allows to configure all templates to be used, for example Female Body diagram, Male Body, Brain, Head etc... We provide a form to edit and add comments in any of those templates configured and associate that customization on the diagram from a specific case.
P-50	Form 42 Check List for Resident Supervisors	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The System includes a form called User Worklist that allows to see all alerts and tasks for their login and role. If user has closing/approval privileges form will also show a list of cases for that respective purpose.
P-51	Form 42 Neuropathology Consultant Referral	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq counts with a form called Consultation which is used to track consultations to other professionals for a specific case.
P-52	Form 42 Remarks	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				On our body exam form, there is a memo field that will provides the ability to enter and record exam remarks. Vertiq has also developed a form called Case Notes to add notes from various people regarding the decedent's case.
P-53	Form 43 Miscellaneous Worksheet	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application provide a form to add multiple notations to each case. Each notation can have a category. People who create the note, current date and time where the notation is created are saved automatically by the application.
P-54	Form 44 Tank Top	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-55	Form 45 T-Shirt	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-56	Form 46 Pants	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-57	Form 47 Long Sleeve Button Shirt	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-58	Form 48 Neuropathology Consultant Referral	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application counts with a form called Consultation which is used to track consultations to other professionals for a specific case.
P-59	Form 49 Jacket Blazer	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				We have developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.

P-60	Form 50 Dress	The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a form that allows users to specify all type of clothing collected from the body or scene, add a description, assign a barcode and all the chain of custody.
P-61	Form 51 Examination Protocol	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application contains a series of forms and reports that are configurable to meet the needs of each Dr., exam and protocol.
P-62	Form 52 Gunshot Wound	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a section with different Attribute Specifics or Reports Addendums, related to a case that includes Firearm deaths.
P-63	Form 53 Curation	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application counts with a form to register all Medical History from the decedent, physician information, hospitalizations and previous surgeries.
P-64	Form 82 GSR Data Sheet	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a section to enter different types of Evidences, assign a barcode, release or destroyed them and all movements can be follow by a Chain of custody.
P-65	Form Body Control Card	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application generates a barcode to each new body on the office(Toe Tag) to track morgue location, storage capacity, and releasing.
P-66	Form Evidence Log	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				We have developed a section to enter different types of Evidences, assign a barcode, release or destroyed them and all movements can be follow by a Chain of custody.
P-67	Form Fingerprint Card	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				In our Exam information section, there is a form to add all types of Fingerprints, X-Rays and Photos related to the decedent. The user also has the ability to scan and link the fingerprint card through the file management module
P-68	Form Ophthalmologic Pathology Referral	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				The application counts with a form called Consultation which is used to track consultations for a specific case.
P-69	Form SIDS Cases	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				Vertiq has developed a section with different Attribute Specifics or Reports Addendums, related to a case that includes SIDS cases.
P-70	Form Specimen Control Card	Please describe how the CMS will support the data capture of this form. The Contractor shall describe what forms are available in the CMS through configuration, what forms will be custom built by the Contractor and any forms not supported by the CMS or Contractor.	X				We have developed a series of forms that allow to save all information associated with a specimen, since the specimen is collected until the final disposition.



**LOS ANGELES COUNTY  
MEDICAL EXAMINER-CORONER**

**CONTRACT NO. ME2021-01-C**

# **CASE MANAGEMENT SYSTEM**

## **APPENDIX B1 – USE CASES FOR FUTURE STATE CASE MANAGEMENT PROCESSES**



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## 1.0 Background

The Los Angeles County Department of Medical Examiner-Coroner (DMEC) seeks to improve its case management processes. Central to this effort is an update to DMEC's case management system (CMS).

DMEC is a critical, complex department serving Los Angeles County. It processes approximately 19,000 cases per year with a \$38M budget and 248 Full-Time Equivalent (FTE) staff. Recent process improvement projects have resulted in meaningful lessons learned by the department, including the need for cross-unit collaboration, the importance of clear project requirements, and the value of involving subject matter experts (SMEs) through all aspects of case management and CMS improvements.

### 1.1 Business Process Improvement (BPI) Vision

In 2019, a business process improvement project (BPI) effort aligned with DMEC's Strategic Plan for 2018-2021 aimed to deliver meaningful, positive outcomes across each goal defined therein:

Goal #1: Become a premier resource for Medical Examiner-Coroners nationally.

Goal #2: Develop the workforce of the future.

Goal #3: Reimagine the workplace of the future.

Goal #4: Improve the customer experience.

Within the first goal, DMEC prioritizes the need to expand and maintain accreditation. Specifically, DMEC seeks to achieve full accreditation status with the National Association of Medical Examiners (NAME). Primary objectives and improvement targets include the following:

- 90% of autopsies and external examinations performed within 72 hours from time that medical examiner jurisdiction is accepted.
- 90% of reports of all postmortem examination completed within 90 calendar days from time of autopsy.

Although the scope of DMEC's BPI effort was designed to engage stakeholders on all potential areas for improvement, there was a primary focus on process improvements that will deliver to NAME standards, increase organizational efficiency and throughput, and eliminate waste in the lifecycle of a case.

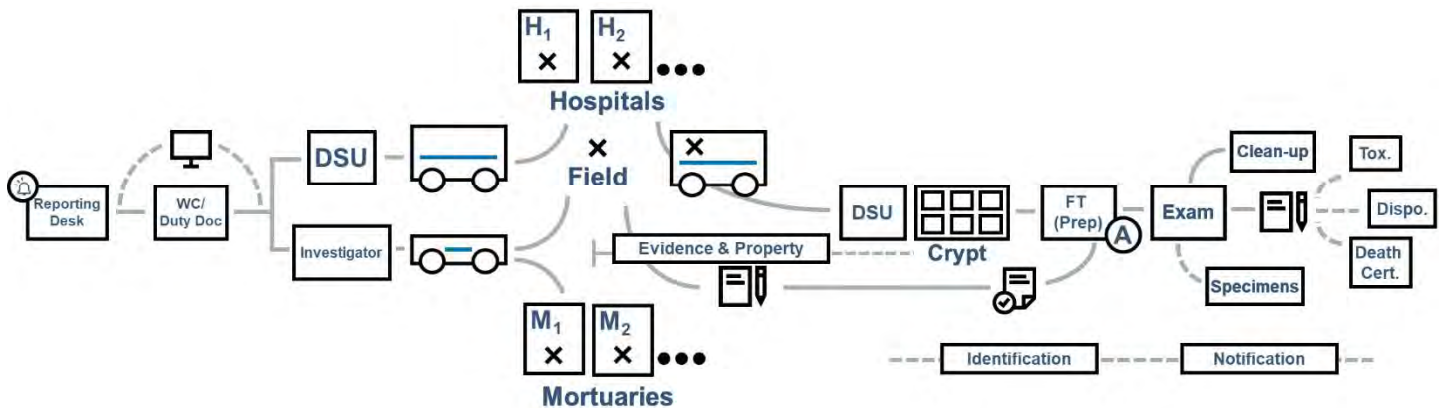
The department's leadership and subject matter experts (SMEs), identified a future state vision comprised of specific, impactful improvement opportunities that is captured in High Level Design for Future State case management processes. This vision for future state case management should significantly inform Contractor responses to DMEC's CMS RFP.

This use case document was updated by the Department after the 2019 BPI effort, subsequent pilots of business process changes and additional identification of future state improvement opportunities.

## 1.2 DMEC Processes and High-Level Future State Design

The Life-Of-the Case (Figure 1) provides a conceptual view of the entire lifecycle of the case starting from a phone call to the reporting desk and ending with the disposition of the decedent. This conceptual Life-of-the Case view was analyzed for bottlenecks and improvement opportunities.

**Figure 1. High-Level Life of the Case View**



The following Key Improvement Opportunities were developed in partnership with DMEC stakeholders:

1. Improve Reporting Desk processes to capture additional information (i.e. medicolegal) to better position Investigators to further investigate the death, improve dispatch time, and reduce Non-Jurisdiction Cases.
2. Improve customer (Next of Kin; hospital staff) satisfaction and NAME compliance by establishing a new process for hospital pick-up (“Bedside Pick-Up”). Dispatch staff to the scene immediately after death for all jurisdiction cases.
3. Reduce backlog build-up and improve NAME compliance by increasing weekend staffing levels (Staff to 90<sup>th</sup> Percentile).
4. Reduce time from pickup to start of examination by streamlining the report requirements (preliminary vs. final report).
5. Improve time from arrival at DMEC to exam completion by changing the decedent preparation processes and reducing unnecessary movements into and out of the crypt (View Intake/Prep/Exam as Manufacturing).

In addition to specific improvements, the following themes emerged from the BPI effort as central to DMEC’s process redesign:

- Introduce a single, electronic system of record for back-end case management.
- Overall, reduce manual and/or paper processes throughout the life of a case.
- Enable field staff by providing mobile capabilities.

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## 2.0 Approach & Methodology

### 2.1 DMEC Stakeholders

The future state Medical Examiner-Coroner systems are intended to provide an improved process for all departmental functions across the entire lifespan of a decedent case (from call to disposition). As such, all use cases were originally documented with the intent of representing all stakeholders in the Life-of-a-Case including:

- DMEC Executive Steering Committee
  - Chief Medical Examiner-Coroner
  - LA County CIO Office
  - Chief Deputy Director
  - Chiefs
    - Administrative
    - Information Technology
    - Forensic Laboratory
    - Forensic Medicine
    - Operations
    - Public Services
- DMEC Subject Matter Experts
  - Administrative
  - Criminalist/Laboratory
  - Death Certificate
  - Decedent Services Unit
  - Disposition
  - Evidence
  - Forensic Medicine
  - Identification and Notification
  - Information Technology
  - Investigations
  - Medical Transcribing
  - Personal Property
  - Records
  - Reporting Desk
- External Departments/Agencies
  - LA County Departments
    - Department of Health Services
    - Department of Public Health
    - District Attorney
    - Information Systems Advisory Board
    - Internal Services Department
    - Public Defender
    - Registrar Recorder/County Clerk
  - Law Enforcement Agencies (LEAs) (e.g. LASD, LAPD)
  - CA Department of Public Health
  - Other ME-Cs across the country

## 2.2 Use Cases

The goal of these use cases is to capture the detailed design for the future state case management processes including business process changes and system capabilities to support the future process.

Use cases are used to provide staff, executives, and system vendors with a common overview of future processes and required system capabilities. The purpose of the use case view is to illustrate “what” the system is expected to do, not “how” it is expected to do it. The use case documentation does not stipulate a particular system design. Rather, the use case methodology is a structured approach used to capture system requirements and it includes the steps listed below.

1. State the purpose and objective of the use case.
2. Identify actors, roles, and scope.
  - Determine all potential actors of the new system or individuals who will use the system.
  - Identify the Process Owner or the staff responsible for the business process.
  - Identify a list of use cases.
3. Document the use case flow.
  - A use case is described using simple narrative language to capture what the actor/user does and what the system is expected to do.
  - The use case should represent the complete course of events of the business process (e.g. “Process a Decedent Case”).
  - The use case must have a well-defined starting point and well-defined endpoint (Pre-Condition and Post-Condition).
  - The endpoint of the use case should be a meaningful service delivered or business outcome.
  - Alternate flows or optional courses of events are documented so they can be well supported.
  - In addition, future process targets and measurements have been captured (Cycle Time & Performance Metrics).

As part of the use case flow, the following is documented:

- Use Case Number and Name
- Purpose & Objectives
- Actor/Role
- Process Owner
- Trigger Events
- Pre-Condition
- Post-Condition
- Use Case Flow
- Alternate Flows
- Cycle Time & Performance Metrics
- Required Capabilities in Future State System

## 2.3 Actors

The following DMEC roles have been identified as actors in the following use cases:

- Reporting Desk (RD) Clerk
- Watch Commander (WC)
- Investigator
- Forensic Attendant (FA)
- Property Unit Staff
- Evidence Unit Staff
- “Staff” – This term is used when any member of the department could be the actor or a specific bureau or unit could not be identified.
- Supervising Deputy Medical Examiner (DME)
- Forensic Technician (FT)
- Deputy Medical Examiner (DME)
- Criminalist (Field and Laboratory Staff)
- Identification Investigator
- Notifications Investigator
- IDNOT Sections Lieutenant
- Disposition Clerk
- Public (any external user; e.g. Next of Kin (NOK), family, Law Enforcement Agency, news media)
- Public Information Officer
- Public Services Staff
- Certifications Staff

## 2.4 DMEC Use Case Summary Table

Table 1. Complete List of Use Cases

Use Case # - Use Case Name	Description
<b>3.0 Reporting Desk</b>	Use cases related to the 24/7 coverage of incoming calls to DMEC (case and non-case).
3.1 – Take Call, Triage & Initiate Case	RD Clerk answers the phone, records information from the call, and creates a case.
3.2 – Dispatch Investigator and Coordinate with Decedent Services Unit (DSU)	Watch Commander assigns and dispatches an Investigator and DSU staff (FA) to newly created cases, ensuring that investigative staff handles all cases to NAME standards.
3.3 – Update Schedules and Notify Parties (WC)	Watch Commander updates schedules and assignments throughout the day as factors impact individuals' abilities to manage caseload.
3.4 – Manage Counter Signouts	Watch Commander coordinates all upcoming Counter Signout cases with participating mortuaries on a case-by-case basis, as received via reporting desk.
<b>4.0 Investigation &amp; Transportation</b>	Use cases related to the dispatch, assessment, and retrieval of decedent cases.
4.1 – Conduct Investigation	Investigator completes a death investigation.
4.2 – Pick-Up Decedent	Forensic Attendant picks up decedents and returns them to DMEC for intake.
4.3 – Pick-Up Property & Evidence	Investigator (and others) collect and manage property and/or digital/physical evidence.
4.4 – Approve Preliminary Report	Investigation Supervisor reviews and approves Preliminary Report to allow DME to view.
4.5 – Approve Investigation Report	Investigation Supervisor reviews and approves complete Investigative Summary Reports.
<b>5.0 Manage Property &amp; Evidence</b>	Use cases related to collecting, managing, and disbursing decedent property & evidence.
5.1 – Inventory & Manage Property	Inventory decedent property and manage chain of custody while in DMEC possession.
5.2 – Release Property	Release property to eligible successor or otherwise dispose of property.
5.3 – Inventory & Manage Physical Evidence	Inventory physical evidence and manage chain of custody while in DMEC possession.
5.4 – Release Physical Evidence	Release physical evidence to authorized agencies.

Use Case # - Use Case Name	Description
5.5 – Manage Digital Evidence (Photos, X-rays, CTs)	Inventory digital evidence and manage chain of custody while in DMEC possession.
5.6 – Share Digital Evidence	Share digital evidence files to the appropriate parties (e.g. Law Enforcement Agencies).
5.7 – Dispose of Evidence	In accordance with retention policies, dispose of physical and digital evidence.
<b>6.0 Autopsy/Exam &amp; Medical Report</b>	Use cases cover decedent processing at FSC and completing report.
6.1 – Unload and Check-In Decedent (“Receiving”)	Forensic Attendant processes decedent through weight, overhead photo, and finger printing.
6.2 – Determine Prep Type & Assign Exam	Ops Doc uses case notes and Preliminary Report to categorize and anticipate case types (both required prep and expected autopsy/exam type).
6.3 – Update Autopsy/Exam Schedules and Notify Parties	Ops Doc monitors case and staffing updates in real-time to manage DME/FT schedule.
6.4 – Prep for Autopsy/Exam (including X-ray, CT & Exam Station)	Forensic Technical (FT) processes decedent through any X-rays or CT scans, and prepares for an autopsy with a DME.
6.5 – Conduct Autopsy/Exam, Draft Report (Ready for Release)	DME and FT conduct autopsy.
6.6 – Write & Complete Autopsy Report	DME creates test orders and writes Medical Report.
<b>7.0 Process Specimens &amp; Test Orders</b>	Use cases related to laboratory processing (internal and external) of decedent specimens.
7.1 – Send and Request Test Orders (Toxicology, Histology, Medical Evidence, Tool Marks, etc.)	DMEs send test orders alongside decedent specimens for laboratory processing.
7.2 – Receive Specimens and Test Orders	Criminalists in the forensic laboratory receive specimens and corresponding test orders from DMEs.
7.3 – Process Specimens, Evidence & Generate Test Results	Criminalists process specimens/evidence, coordinate external processing, and return test results to DMEC staff.
<b>8.0 Disposition, Release Planning &amp; Release</b>	Use cases related to disposition, release, planning and release of decedents, including DOE cases and other unclaimed circumstances.
8.1 – Identification of DOE Cases	Identifications Investigators manage extended identification processes required for several types of DOE cases.
8.2 – Notifications	Notifications Investigators manage processes to identify and notify family/NOK.

Use Case # - Use Case Name	Description
8.3 – Track Decedents' Disposition & Release	Notifications Clerks manage disposition of decedents throughout post-autopsy/exam lifespan and DMEC releases decedent.
<b>9.0 Manage Public Requests</b>	Use cases related to DMEC service of the public and necessary data reporting, separate from the reporting and sequential processing of decedent cases.
9.1 – Perform Self-Service Inquiry	Members of the public contact DMEC with requests for public-facing services and frequently asked questions (beyond decedent report initiation).
9.2 – Manage External Request	DMEC staff manage a variety of incoming requests from the public, media, and various stakeholders (beyond decedent report initiation).
9.3 – Create Death Certificate	Certifications staff create an official copy of the Death Certificate upon request.



## 3.0 Reporting Desk

This section of use cases covers DMEC's obligation to answer and respond to all reported deaths and calls from the public, as received over a 24-hour day, seven-day per week operation. In addition to answering and triaging calls, the Watch Commander and DSU Supervisor oversee respective "Dashboards" to manage their staff and to ensure that cases under DMEC jurisdiction are being assigned to on-duty staff and dispatched in a timely manner.

This section includes the following use cases:

**Table 2. Reporting Desk Use Cases**

Use Case # - Use Case Name	Description
3.0 Reporting Desk	
3.1 – Take Call, Triage & Initiate Case	RD Clerk answers the phone, records information from the call, and creates a case.
3.2 – Dispatch Investigator and Coordinate with DSU	Watch Commander assigns and dispatches an investigator and DSU staff (FA) to newly created cases, ensuring that staff handles all cases to NAME standards.
3.3 – Update Schedules and Notify Parties (WC)	Watch Commander updates schedules and assignments throughout the day as factors impact individuals' abilities to manage caseload.
3.4 – Manage Counter Signouts	Watch Commander coordinates all upcoming Counter Signout cases with participating mortuaries on a case-by-case basis, as received via the Reporting Desk.

### 3.1 Take Call, Triage & Initiate Case

#### Purpose & Objectives:

Provide 24/7 coverage to answer incoming phone calls (e.g. decedent reports, case updates, and ancillary calls), record call data, determine jurisdiction, and initiate next steps.

#### Actor/Role:

- Reporting Desk (RD) Clerk
- Supporting Actors: Investigator, Watch Commander (WC), Duty Doctor, Caller

#### Process Owner:

- Chief of Operations

#### Trigger Events:

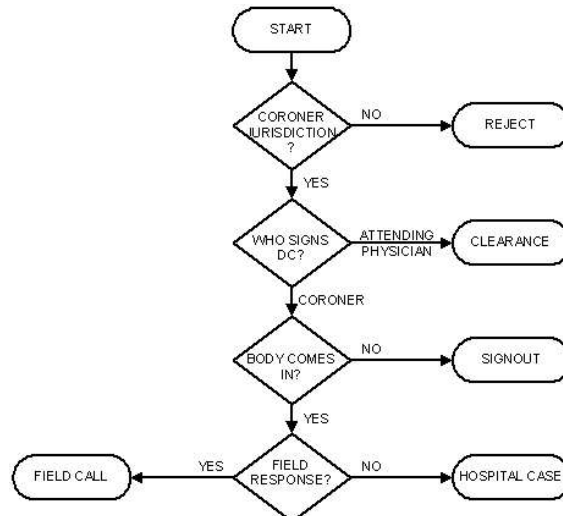
- Someone places a call to DMEC.

#### Pre-Condition:

- RD Clerk is logged into the system.
- Next Investigator is available to assist with call.
- Duty Doctor and WC are available to assist with decisions (e.g. jurisdiction).

**Post-Condition:**

- RD Clerk has collected basic information based on questionnaire template
- Decision around jurisdiction has been made and case is created. See Figure 2. Jurisdiction Decision Tree.
- Investigator has spoken with Caller regarding death and entered information into system.
- Caller has been provided a pick-up window and list of required items due to Investigator upon pick-up (hospital/mortuary).
- Investigator who takes the call has confirmed his/her assignment to the case.
- WC has been notified of new death investigation case to assign, confirm, and dispatch.
- NAME exceptions have been recorded and flagged.
- Case number has been created including unique identifies for decedent (e.g. barcoded body tags) are ready to be produced, and any required paper forms (e.g. call sheets) are ready to be produced.
- Data around call arrival, call duration, etc. and call information have been recorded.

**Figure 2. Jurisdiction Decision Tree**

RD/Investigator will follow a similar decision tree as shown above.  
 Note: In future state, Hospital cases will be handled as field response.

**Use Case Flow:**

1. Reporting Desk (RD) Clerk answers an incoming phone call.
  - a. It is anticipated that DMEC will have an Interactive Voice Response System to allow for routing of calls to the most appropriate person (e.g. Press 1 for decedent, Press 2 for gift shop, Press 3 for Public Administrator...). Within a “decedent” option, callers shall be further directed to the most appropriate party related to the case (e.g. RD/Investigator for case creation, County Morgue for status inquiry).
  - b. System shall provide modern call center technology (Private Branch Exchange (PBX)/Automatic Call Distribution (ACD)) to record the call and associated data.
2. RD Clerk confirms that Caller is reporting a death. RD Clerk collects Caller information (e.g. name, call-back number, agency). In cases of newly reported deaths, RD Clerk opens a “New Case/Record” and initiates transfer of call to Investigator.

- a. The system shall generate a new case number and present the case questionnaire screens.  
Note: Data collection will closely resemble the current state fields documented in the “Case Initiation Reporting Desk” tab of the CME screenshots spreadsheet.
  - i. Materials required upon pick-up will also be established on the call and recorded in the system (e.g. blood specimens).
- b. If call is not related to a death, then the system shall allow the RD Clerk to complete the call or escalate (transfer) the call for follow-up with the appropriate party (e.g. PIO, other inquiries for information). See Alternate Flows.
- c. The system shall maintain a list of Investigators who are available to take calls (See Use Case: Update Schedules and Notify Parties (WC)).
  - i. The system shall support call routing to Investigators’ mobile devices.
  - ii. The system shall provide mobile capability for RD/Investigator forms, allowing Investigators to take calls and record Caller info from the field.
  - iii. The system shall allow Investigators and/or Investigation Supervisors to change their availability (subject to permissions/user roles/approval)— that is, if an Investigator is busy, then he/she should not be listed to the RD Clerk as available to take a call (See Use Case: Update Schedules and Notify Parties (WC)).
  - iv. The system shall display the number of cases currently open and assigned to each Investigator (“how many cases down”). If possible, this shall incorporate individual backlogs into case assignment decisions.
- d. The system shall assign “next up” Investigator, transfer the call to him/her via warm hand-off, and provide him/her with the initial call information.
3. Investigator collects pertinent info from Caller to complete the Case Questionnaire.
  - a. The system shall provide an intuitive display of required fields.
  - b. The system shall provide search capabilities to identify whether a current call is about an existing case, based on text search and structured data fields (e.g. “missing right arm”, date, location). See Alternate Flows.
4. Investigator establishes service level agreement (SLA) commitment (“service window” for pick-up). By default, the Investigator and Forensic Attendant will be available, immediately dispatched and arrive at the location within two hours of the call.
  - a. The system shall record that the Investigator provided service window pick-up time information to Caller and that the Caller agrees to the window.
  - b. The system shall provide access to a driving directions mapping capability (Google Maps or similar) to check traffic conditions and calculate expected travel time.
  - c. The system shall display the number of available Investigators and Forensic Attendants who are ready to dispatch.  
Note: If no staff is available to fulfill the two-hour window, then the system shall show expected number of available staff in the following two-hour window, etc.
  - d. The system shall incorporate additional factors into the service window determination. These factors include, but are not limited to:
    - i. Investigators/Forensic Attendants’ proximity to scene
    - ii. Scene proximity to satellite, field offices
    - iii. Case alignment with specific Investigator’s skill level or expertise
    - iv. Case “reservation” or designation for training purposes (Note: In some cases, a service window may need to be broken in order to benefit a trainee/training team)
5. Investigator completes call.
  - a. The system shall notify WC of the new case and assignment.

- b. The system shall update the case with a timestamp to be used for NAME reporting (Case Accepted).

#### Alternate Flows:

- Cannot Determine Jurisdiction:
  - Investigator conferences Duty Doctor and completes the call (determines jurisdiction).
    - The system shall provide a similar warm hand off capability for Duty Doctors as is provided to the next Investigator up from the RD Clerk.
  - RD Clerk shall have 24/7 access to a DME to answer questions regarding jurisdiction and additional input for case handling (e.g. Counter Signout designation; decision to bring a body in for DME examination).
    - The system shall support communication between RD Clerks and DMEs (Duty Doctor or “on-call DME”, depending on time of day and availability).
  
- Non-Jurisdictional Call:
  - RD Clerk confirms non-jurisdictional status and closes case (on questionnaire screen). RD Clerk also has the option to transfer the call to an Investigator, who will confirm non-jurisdictional status and close the case.
  - The system shall generate a case number and record report of death.
  - Current policy to designate a “50000 number” may be replaced by a single, sequential case numbering approach.
    - The system shall have standard description fields to identify jurisdiction vs. non-jurisdiction cases.
  - The system shall flag the case for Duty Doctor review within 24 hrs. Note: The decision by Duty Doctor may result in a jurisdictional change.
  - The system shall store information for tracking purposes including information currently updated on Form 1C.
  - If an Investigator is handling the call when non-jurisdiction is determined, then the system shall automatically reflect he/she is now available when the call ends.
  
- No pickup required / field signout case:
  - The Investigator taking the call from the Reporting Desk may record information from a hospital about the death such as traffic, overdose with survival > 24 hours at hospital, and availability of hospital blood specimen.
    - The system shall allow the Reporting Desk or Investigator at time of case creation to record information about the death such as such as traffic, overdose with survival > 24 hours at hospital, and availability of hospital blood specimen.
  - The Investigator may indicate that the case likely does not require the DSU to pick up and can be released or signed out in the field. See alternate flow in 3.2 Dispatch Investigator and Coordinate with DSU.
    - The system shall allow the Investigator to indicate at time of case creation that the case likely does not require pick up by DSU and can be released or signed out in the field.
  
- Ancillary Call (not reporting a death):
  - RD either answers inquiry or transfers call.
    - General Inquiry: The system shall provide routing and transfer capabilities to public-facing divisions (e.g. educational outreach, gift shop).
    - Law Enforcement Agency (LEA) requesting case/autopsy/exam status:

- The system shall provide very strong search capabilities for an RD to locate an existing case and the status of the case, e.g., scheduled for autopsy at 9 am.
  - The system shall provide routing and transfer capabilities to case processing parties (e.g. assigned Deputy Medical Examiner (DME)), who will have visibility into case status.
- Unprepared Hospital/Mortuary or Not Ready Field scene:
    - If a hospital/mortuary/field Caller cannot commit to releasing the body within the Investigator's pick-up window (up to four hours from time of call), then the Investigator will record the reason, flag the case as a NAME exception, and transfer the call to WC ("warm hand-off" to confirm when the Caller's agency will be ready for DMEC pick-up, or to communicate that he/she will need to call back when ready). Exceptions will be tracked including organ procurement and other external delays.
      - The system shall record exception reasons (e.g. organ procurement, radiation exposure, special operations) from immediate pick-up.
  - Follow-Up Caller:
    - If an associated party is calling with updates to an ongoing case or a previously rejected case, then the RD Clerk will update the record and/or transfer the call to the appropriate party (e.g. assigned Investigator).
      - The system shall check when a user tries to create a new case if the case has already been created an alert the user to the existing case record to update.
      - The system shall identify potential duplicate cases.
      - The system shall allow an authorize user to confirm potential duplicate cases and merge the records into one case file.
    - For homicide cases, first and second calls will be recorded and clearly identified on the case record. This includes case appearance on a Case Backlog List.
      - The system shall track updates to previously rejected cases.
      - The system shall track updates to previously reported cases.
  - Potential Change in Jurisdiction Call:
    - The system shall support jurisdictional updates for specific cases.
    - For example, a decedent's doctor may call to decide whether or not to sign the Death Certificate. The system shall track transfer of these calls to the appropriate staff and record timestamps of case updates.
  - Mortuary Caller:
    - The RD Clerk will search case records to check whether the decedent's death has been reported and recorded in the system.
    - The system shall conduct a real-time search as the RD Clerk enters decedent name, Date of Death, and Date of Birth.
    - RD Clerk and/or Investigator will provide necessary information to facilitate Counter Signouts. The system shall provide scheduling capabilities, including for Counter Signouts.
      - If the Mortuary is unable to bring in the body, then the case should be tagged as a NAME exception and assigned to an Investigator (via WC).
      - Note: Mortuary signout cases that require an Investigator to drive to a mortuary and conduct an external examination should be reduced in the

future with treating all Hospital cases as Field calls. All calls will be treated as Field calls in the future including Mortuary Signouts.

### **Cycle Time & Performance Metrics:**

- Number of Calls - Per DMEC staff estimates: 100 calls per day (36 cases created in CME per day at 90<sup>th</sup> percentile); 5-15 minutes per call duration before calls are transferred to WC for triage/assignment/dispatch
- Track hospital compliance with release windows
- Track reasons for decedent unavailability (for NAME reporting purposes)
- Time of call vs. agreed upon pick-up time

### **Required Capabilities in Future State System:**

- As permissions allow, RD Clerks should have visibility to case/autopsy/exam status, along with search capabilities via multiple fields (e.g. decedent name, time of death, location of death).
- All calls will be classified and saved in the system (recorded data includes time of call, duration, and caller info).
- Provide a capability to identify and track organ and tissue procurement cases, as well as cases where DMEC staff is unable to make a pick-up due to external delays.  
Note: Provide this capability to RD Clerks, Investigators, and Forensic Attendants, as delays may be realized at various points between call and pick-up.
- Unique call numbers shall be created sequentially—all calls regardless of type.
- Ability to generate reports on all cases and sort by type.
- Record call information (time of call, length of call, abandoned call, time of duty doctor notification, etc.).
- Capture an audit trail for case updates.
- Change and update jurisdiction on existing case records.
- Conference Investigator/Duty Doctor into initial call.
- Record non-jurisdictional call info and initiate associated workflows.
- Provide strong search capabilities to locate unidentified decedents' case records (by location, date of death, type of death, body characteristics ("missing arm"), etc.).
- Associate follow-up calls with initial call/case record.
- Ability to merge case records in case of multiple reports of the same decedent.
- Track transfer of calls.

## 3.2 Dispatch Investigator and Coordinate with DSU

### Purpose & Objectives:

The Watch Commander (WC) owns the processes for assigning Investigators and DSU staff and dispatching staff from the moment of call to decedent arrival (or Signout completion). Role is analogous to that of an air traffic controller. WC is responsible for case management until decedent arrives at Forensic Science Center (FSC) (on-time, fulfilling SLA), working with autopsy/exam staff to keep them informed and prepared to take over, and monitoring completion of investigative reports.

The WC is responsible for ensuring that cases are assigned to Investigators and DSU staff based on committed pick-up window, staff availability, and daily workload.

The WC monitors the compliance with NAME standards and is responsible for dispatching personnel to meet commitments and satisfy NAME standards.

### Actor/Role:

- Watch Commander (WC)
- Supporting Actor: DSU Supervisor

### Process Owner:

- Chief of Operations

### Trigger Events:

- A case is created within DMEC jurisdiction and WC is notified.
- Jurisdiction changes resulting in DMEC jurisdiction.
- Investigator is assigned to a case.
- Case is created but Investigator does not take assignment. See Alternate Flows.
- DSU Supervisor is notified that case has been created and assigned to Investigator.
- Criminalist is requested, if needed.

### Pre-Condition:

- WC and Investigators are logged into the system, tracking staff statuses in real-time.
- DSU Supervisor is tracking case statuses and Forensic Attendant (FA)/van locations.
- Case is active and DMEC has accepted jurisdiction.
- Case information from initial call to RD is available for review.
- On-duty Investigators (and vehicles) are known, along with status, availability, location, and skill levels. Investigator statuses may include, but are not limited to the following:
  - Idle; Assigned to Case; En Route to Site; In Field – Responding; In Field – Clear and En Route to FSC; Communicating Preliminary Report; Finalizing Case Report
- Investigator has system access via mobile equipment (e.g. tablet, laptop).  
Note: CME provides remote access capability today, but DMEC is interested in a tablet-like future solution with touch screens, simplified data entry, and real-time updating capability.
- WC monitors current staff scheduling, upcoming shift schedule, and actual staff availability of Investigators, FAs, and Criminalists (See Use Case: Update Schedules and Notify Parties (WC)). Staff levels will be at a level to meet the 90<sup>th</sup> percentile of expected caseload to minimize impact of staff absences, sick days, or additional variations in caseload and calls (like police, fire stations, etc.). The system shall track and display the following:

- Daily schedule of staff, along with individuals' status/availability
- Case information, case status, and resource statuses ("Dashboard")
- Case lifespans and automatically generated flags on cases that are nearing NAME targets (or expired)
- Resources that will become available soon (e.g. +2-hour window)
- The time since report and time left to meet objective (e.g. NAME 48 hr. requirement).

#### **Post-Condition:**

- Case has been assigned and staff dispatched/assigned (until case completion; Investigator, FA, Criminalist).
- Case and resource statuses are up-to-date.
- The system has created information in "INVESTIGATOR'S CASE ASSIGNMENT FORM" and "TRANSPORT DRIVER MESSAGE" (DSU form), and Investigator and FA have received or confirmed receipt of information.
  - System shall allow print-out of these forms.

#### **Use Case Flow:**

1. WC is notified of a new case that needs assignment and dispatch or sees a backlog list of cases needing assignment and dispatch.
  - a. The system shall display the case on the screen alongside cases that were scheduled for next pick-up window.
2. WC reviews the case information and confirms availability of Investigators to meet the promised pick-up window. WC checks the schedule of DSU staff for pickup. WC shall have similar visibility to DSU staff and vans as is available for assigning an Investigator.
  - a. If staff is not available, then WC or investigator will contact the reporting organization (Caller) and plan an alternate pick-up window. See Alternate Flow.
  - b. The system shall maintain a queue/schedule of all yet-to-be assigned cases and agreed pick-up windows.
3. For immediate investigation/pickup, WC confirms Investigator is assigned. WC confirms DSU Supervisor has assigned and dispatched FA. WC can also assign and dispatch FA for pick-up.
  - a. The system shall update the case with names, roles, and responsibilities of assigned staff.  
Note: WC may need to coordinate with DSU Supervisor to assign FAs.
  - b. The system shall initiate a workflow and notify all critical staff.  
Note: Staff is expected to acknowledge receipt of case assignments within a pre-defined time. If this has not happened, then the system shall notify WC to take action.
4. WC views that Investigator and FA have confirmed assignment to the case and update to their status (in route, etc.) (See Use Cases: Conduct Investigation and Pick-Up Decedent).
  - a. The system shall display status update when Investigator and FA have confirmed assignment to the case and update their statuses accordingly.

#### **Alternate Flows:**

- Insufficient Resources for Caseload:
  - If current resource availability cannot accommodate workload to deliver on pick-up windows, then WC must escalate to leadership.
- Investigator Absence:



- If an investigator does not show up, or leaves a shift early, then WC updates staff status manually in the system (See Use Case: Update Schedules and Notify Parties (WC)).
- **Signout Cases:**
  - The system shall track cases requiring Investigator response without FA response.
  - Counter Signouts will be scheduled for decedents currently in mortuary possession that require an external examination (See Use Case: Manage Counter Signouts).
  - In addition to identifying and processing Counter Signouts, the RD Clerk and Investigator receiving calls shall be able to screen for hospital cases that do not require examination at DMEC (e.g. traffic, overdose with survival >24 hours at hospital). There will be collection of admission blood if available and a buccal swab for DNA. The body will be released directly to the mortuary from the hospital (See Alternate Flows in Use Case: Conduct Investigation).
- Signout Cases that then require DSU pick up.
  - Investigators may notify the WC /DSU Supervisor that a case previously identified as not needing a DSU pick up, now needs a DSU pick up.
    - The system shall allow an authorized user to change a case from not requiring a DSU pick up to requiring a DSU pick up.
  - The WC/DSU supervisor would then follow the normal flow of assigning a FA for response.

#### **Cycle Time & Performance Metrics:**

- Time from case creation to dispatch, time of assignment acknowledgement
- Percent and name of hospitals that are not ready to release body within pick-up window
- Time of dispatch, time of FA arrival, time of Investigator arrival
- Track time in route, time on scene, time to clear
- Address, distance, and time to/from destination – to be used in the future to improve scheduling

#### **Required Capabilities in Future State System:**

- Track case and resource statuses.
- Provide capability to identify and track organ and tissue procurement cases, as well as cases where DMEC staff is unable to make a pick-up due to external delays.
  - Track One Legacy cases pending organ procurement.
  - Track cases where Law Enforcement gives a first call to DMEC, but scene has issues preventing DMEC pick-up (e.g. radiation).

Note: Provide this capability to RD Clerks, Investigators, and Forensic Attendants, as delays may be realized at various points between call and pick-up.

- Provide capability to report on exceptional case data separately from NAME-qualifying case response performance.
- For mobile work, have an offline capability to record information to device and allow syncing with the case file once internet connection is restored.
- Display associated case lifespans and flag cases that are nearing NAME targets (or expired).
- System shall allow staff to manually record time of arrivals at scene.
- Provide system dashboard(s). Display may include, but is not limited to the following:

- Names of individuals in the office and individuals who are not yet assigned
- Staff reporting to work during next shift (based on existing shift calendar)
- All investigators in the field and their expected time of return
- Any backlog – reported deaths without dispatch
- Time of reported case and time left to meet NAME 48-hour requirement
- Location of investigators/DSU van (e.g. vehicle locator, GPS)

### 3.3 Update Schedules and Notify Parties (WC)

#### Purpose & Objectives:

The purpose of this use case is to allow the WC (or assistant) to update schedules and change assignments throughout the day to ensure that the system accommodates events that may result in schedule/assignment changes (e.g. staff absences, hospital delays).

#### Actor/Role:

- Watch Commander (WC)
- Supporting Actor: DSU Supervisor

#### Process Owner:

- Chief of Operations

#### Trigger Events:

- Scheduled staff member experiences an unexpected delay or absence.
- Any scene is unprepared (field scene/hospital/mortuary) and sends FA/Investigator back to DMEC empty-handed. FA/Investigator becomes available to pick-up a different case.
- Traffic congestion, vehicle breakdowns, and other delays impact case turnaround time to such an extent that pick-up time needs to be rescheduled.
- An FA clears a scene and becomes available to pick-up another decedent.

Note: The concept of Investigators and FAs taking on additional cases while in the field may reduce driving time and improve response time in the field, but may have negative consequences including:

- Interim reports not available when body arrives at DMEC – autopsy/exam delay
- Increased movement of bodies into and out of the crypt
- Spikes in workload (i.e. multiple bodies arriving at FSC at one time) causing additional backlog for FAs and Forensic Technicians
- Decedent arrives at FSC, FA completes drop off work and is available to for new case.

#### Pre-Condition:

- WC and Investigators are logged into the system, tracking staff statuses in real-time.
- Weekly and monthly work schedules are defined.
- On-duty Investigators (and vehicles) are known, along with status, availability, and skill levels. See Use Case: Dispatch Investigator and Coordinate with DSU for status list.

#### Post-Condition:

- Case and resource statuses are up-to-date.
- Service commitments (pick-up windows) have been updated.

#### Use Case Flow:

1. WC identifies the need to make an update based on new information they receive.
  - a. System shall display various options, including, but not limited to the following:
    - i. Update Staff Availability
    - ii. Update Assignments
    - iii. Update Pick-Up Windows
    - iv. Update Case Status (e.g. Hospital cannot release body)
    - v. Other
2. **Update Staff Availability:** WC enters staff's name and updates his/her availability. Staff can also update their own availability (e.g. calls in sick, goes home for family emergency;

Note: Staff's updates may be subject to WC/Supervisor approval). Finally, WC/DSU Supervisor can add staff as needed (e.g. overtime scheduling).

- a. The system shall display the current staff schedule.
    - i. The unit supervisor regularly updates the schedule.
  - b. The system shall notify the staff and relevant parties of any changes.
  - c. The system shall track any additions to typical shift availability.
  - d. The system shall support the definition of various levels of user roles, permissions, and approval requirements for staff updates to their own schedules.
3. **Update Case Status** (e.g. new pick-up window): WC searches for the case to be updated.
- a. The system shall support search by case number, decedent name, etc.
  - b. Once the case is identified, the system shall display case information and status.
  - c. The system shall display time of last update. The system shall display an alert when an open case record has not been updated beyond a pre-determined time (i.e. an assigned case has not changed status for an extended period).

WC/DSU Supervisor updates the case information.

- d. The system shall notify staff and relevant parties of any changes (See Use Case: Dispatch Investigator and Coordinate with DSU).

Note: Impacted staff must confirm receipt of status change notifications.

#### **Alternate Flows:**

- **Assigning Multiple Individuals to a Single Case:**
  - The system shall allow assignment of multiple resources to the same case (e.g. Investigators, FAs, vans).
  - Resource statuses and availability should reflect this type of assignment. The system shall track statuses of resources in addition to staff such as DSU vans, Investigator vehicles, etc.
- **Major Incident or Scene:**
  - The system shall allow tracking a major incident or scene by linking several cases to one incident.
  - This designation shall be made via manual entry or system rules.
- **Related Cases:**
  - The system shall allow linking or connecting multiple cases together as related (e.g. multiple decedent scene, family).
  - The system shall provide visual indication whenever a user accesses a case that has related cases (e.g. automatically open all related case records when one record is accessed).
- **Delays at Scene:**
  - In cases where an Investigator and/or FA experiences significant delays upon arrival at the scene, WC must be notified and in contact with affected staff.
  - In some cases, an Investigator will have the option to leave the scene and return later. The system shall track this temporary change in availability.
  - If a Criminalist is required at the scene and an Investigator/FA must wait for his/her arrival, then the system shall facilitate communication between the assigned parties and provide visibility into coordinated arrival time.

#### **Cycle Time & Performance Metrics:**

- Time at Scene versus Access to Scene (Investigators)

- Time at Scene versus Access to Take Custody (FAs)

**Required Capabilities in Future State System:**

- Maintain and track schedules of all resources and staff.
- Allow Investigators and FAs to update their own availability and reason, as permitted by defined roles/permissions/approvals (e.g. busy finalizing report, court appearance).
- Measure total unavailable time per staff member (performance management).
- Maintain online supervisors' log sheets/dashboard.
- Provide workflow and notification capabilities.
- Provide WC with visibility to upcoming shift schedule and actual resource availability.
- The system shall provide the WC a dashboard with drill-down capabilities:
  - Display all Investigator/DSU staff currently at work
  - Display current status of Investigator/DSU staff
  - Display number of cases in route, schedules for pickup (future window)
  - Display all open cases and time since first reported
  - Display statuses of preliminary and finalized reports
  - Display daily, weekly, monthly, and annual NAME metrics (also by type of case)
- The system shall provide schedule and assignment visibility/access between WC and DSU Supervisor (or Senior FA, or Supervising FA).

## 3.4 Manage Counter Signouts

### Purpose & Objectives:

Counter Signout cases (external examinations of decedents in mortuary possession on-site at mortuary facilities) will be initiated in advance through the RD and coordinated by the on-duty Investigation Supervisor during the designated days/times of Counter Signouts.

The objective is to support an efficient option for case processing at DMEC, facilitated by participating mortuaries, while recording detailed case data in the system.

Additionally, the process will record exceptions against NAME standards as DMEC cannot control elapsed time between call and exam for Signout cases.

Note: Counter Signouts must be individually reported and agreed upon between the Caller (mortuary staff) and WC. There should be no surprise arrivals on Counter Signout day.

With Counter Signouts schedule, staff need to only be assigned to Counter Signout duty when a case is schedule and can be available for other work for the rest of the day.

### Actor/Role:

- Watch Commander (or delegate to Investigation Supervisor)
- Supporting Actors: RD Clerk, Investigator

### Process Owner:

- Chief of Operations

### Trigger Event:

- Mortuary reports the case to DMEC RD.

### Pre-Condition:

- Participating mortuary is in possession of the decedent.
- Mortuary staff has called RD with a new case to assign as a Counter Signout.
- Counter Signout Inspector has been scheduled (in some case, DME is participating).

### Post-Condition:

- Decedent has arrived and is available for exam.

### Use Case Flow:

1. RD Clerk accepts a call from a mortuary staff representative reporting a death and who needs to bring a decedent to DMEC as a Counter Signout. Call shall be transferred to Investigator, who will collect call information and determine jurisdiction.
  - a. See Use Case: Take Call, Triage & Initiate Case. The system shall provide additional functionality for RD Clerk/Investigator, displaying date/time of next Counter Signout window and confirming bandwidth for desired arrival date/time.
2. Investigator confirms case to be processed during next Counter Signout window, as well as specific arrival time (if possible).
  - a. The system shall connect case record to Counter Signout schedule view.
  - b. WC and Investigation Supervisor on-duty at time of call and date/time of Counter Signout each receive an alert to expect the decedent (case number and name).
3. WC and/or Investigation Supervisor on-duty during day of Counter Signout oversee staff and resource availability and cross-reference with the list of expected decedents.
  - a. The system shall display staff availability and a list of incoming decedents with mortuary contact information. Note: If case volume exceeds capacity for the

dedicated Counter Signout team, then the system shall generate an alert. This alert is triggered as soon as the conflict is anticipated—even if that happens prior to date of Counter Signout.

4. Doctor determines the cause and manner of death based on available history.
  - a. The system shall provide associated case history and support DME entry of cause and manner of death information.
5. Investigators complete Counter Signouts (external examinations) at DMEC as bodies arrive (See Use Case: Conduct Autopsy/Exam & Make Ready for Release).
  - a. The system shall record external exam information and update case status.
  - b. External exam info automatically populates into Investigative Summary Report document, to be approved by Investigation Supervisor.

**Alternate Flows:**

- Mortuary Caller Cannot Accommodate Next Counter Signout Date:
  - If the participating mortuary staff representative cannot agree to DMEC's next available Counter Signout date, then the call is escalated to WC. At this point, WC can determine whether to schedule for the following day or to request that caller calls back later when they are able to commit to a specific (near-term) date/time for external exam processing at DMEC.

**Cycle Time & Performance Metrics:**

- Exception to NAME Standards – track call time from initial reporting to actual examination
- Report on individual mortuary performance, volume

**Required Capabilities in Future State System:**

- Clearly distinguish Counter Signout cases (as opposed to general "Signout" distinction).
- Display Counter Signout schedule and anticipated case arrivals.
- Capture additional timestamps throughout life of Counter Signout cases.

## 4.0 Investigation & Transportation

This section provides a set of use cases describing DMEC's future state processes and system requirements in support of investigative and DSU transportation staff. The scope includes pickup, arrival (including all steps prior to hand-off to Forensic Attendants (FAs)), preliminary report development and presentation to DMEs, and final report completion. The actors and system will work together to provide efficient, robust response efforts to deliver decedent cases to the forensic medical team.

Alongside Investigator dispatch, DSU dispatches FAs to pick-up decedents and transport them back to the Forensic Science Center (FSC). See Use Case: Dispatch Investigator and Coordinate with DSU. Investigators are responsible for collecting property and/or physical evidence from the scene and transporting these items back to FSC as well as maintaining chain of custody. Note: FAs may also collect digital evidence from the scene (e.g. scene photos) via mobile-enabled equipment.

In some cases, a Criminalist is called to the scene to collect physical evidence. This evidence is also collected and transported back to FSC.

This section includes the following use cases:

**Table 3. Investigation & Transportation Use Cases**

Use Case # - Use Case Name	Description
4.0 Investigation & Transportation	
4.1 – Conduct Investigation	Investigator completes a death investigation.
4.2 – Pick-Up Decedent	Forensic Attendant picks up decedents and returns them to DMEC for intake.
4.3 – Pick-Up Property & Evidence	Investigator (and others) collect and manage property and/or digital/physical evidence.
4.4 – Approve Preliminary Report	Investigation Supervisor reviews and approves Preliminary Report.
4.5 – Approve Investigation Report	Investigation Supervisor reviews and approves complete Investigative Summary Reports.



## 4.1 Conduct Investigation

### Purpose & Objectives:

Depending on the nature of the case, an assigned Investigator is responsible for dispatching to the scene of the decedent, collecting necessary case information and evidence, compiling case notes, generating a Preliminary Report (to enable autopsy/exam to start), and producing a final Investigative Summary Report.

### Actor/Role:

- Investigator
- Supporting Actors: DSU Supervisor, Forensic Attendant (FA), Watch Commander (WC)

### Process Owner:

- Chief of Operations

### Trigger Events:

- Case is assigned to an Investigator. See Use Case: Dispatch Investigator and Coordinate with DSU.

### Pre-Condition:

- RD staff/Investigator has confirmed DMEC jurisdiction of a new case. Case is ready for FA/Investigator response.
- Investigator and reporting organization have agreed on a pick-up window within the next 4 hours.
- Investigator has enough time left on his/her shift to respond to case and complete a Preliminary Report. Note: This will support an effort to reduce instances of case assignments carrying over from shift-to-shift.
- Investigator carries a mobile field technology device (e.g. tablet) with barcode scanner.

### Post-Condition:

- Investigator has completed his/her investigation.
- Preliminary report has been documented.
- Final report has been documented and approved by Investigation Supervisor (WC).

### Use Case Flow:

1. Investigator is assigned to a case.
  - a. The system shall alert the Investigator.
2. Investigator confirms assignment by selecting the digital case record from the queue.
  - a. The system shall update case and investigator status to "Active".
  - b. The system shall prompt Investigator to print (upload) necessary case files and forms (e.g. "call sheet" call summary, property receipt, evidence log).  
Note: These documents and/or associated information may be electronically-enabled on mobile technology.
3. Investigator prepares evidence collection envelopes and labels (currently packaged at the scene, labeled afterwards), property bags (currently packaged at the scene, labeled afterwards), and additional materials needed for case response.
  - a. The system shall automatically associate the case (and decedent) with the barcode and case numbers on physical materials.
4. Investigator coordinates directly with FA. Investigator departs to scene of decedent.
  - a. The system shall update Investigator's status as responding to the scene.

- 
- b. The system shall track his/her geolocation (e.g. vehicle GPS, mobile field technology GPS, manual updates from field location).
  5. Investigator arrives at the location of the decedent and opens the case on the tablet to record information. Note: Some Investigators may prefer to record information on paper and entering it into the system later.
  6. Investigator records arrival time and begin data collection.
    - a. The system shall update Investigator and case status and record a timestamp.
    - b. On mobile device, the system shall display current case info and action menu.
      - i. Collect Physical Evidence. See Use Case: Inventory & Manage Physical Evidence for Investigator/system sequences related to collection of physical evidence from the scene. This includes the collection of admit blood from hospitals, medical records, and personal property.
      - ii. Take Pictures. See Use Case: Manage Digital Evidence (Photos, X-rays, CTs) for Investigator/system sequences related to photography at the scene.
      - iii. Collect Personal Property. See Use Case: Inventory & Manage Property for Investigator/system sequences related to collection of decedent property from the scene.
  7. Investigator conducts interviews.
    - a. The system shall prompt Investigator to record interviewee role (e.g. Next of Kin (NOK), Law Enforcement Agent (LEA), mortician, physician, nurse), name, and contact information.
    - b. The system shall prompt Investigator with typical questions, providing mobile capability to enter text and/or audio files and to update the case file remotely. Note: A standardized list of questions might become more cumbersome than open text entry, depending on case type and Investigator's level of experience.
    - c. The system shall pull relevant content into the "Narrative" portion of the preliminary and final report.
  8. Investigator conducts body examination.
    - a. Mobile field technology shall support electronic forms and template drawings.
  9. Investigator concludes on-site responsibilities and marks his/her status as "Clear". If applicable, the Investigator picks up medical charts (See Use Case: Pick-Up Property & Evidence; Note: Technically, medical chart is neither property nor evidence).
    - a. The system shall provide a checklist for step-by-step case completion. Note: The risk of over-standardization may apply.
    - b. The system shall auto-populate already collected case information recorded at the scene into a Preliminary Report and a final Investigative Summary Report.
    - c. The system shall update Investigator's status.
  10. Investigator confirms identification of decedent and Next of Kin (NOK). Investigator successfully notifies NOK of death.
    - a. System shall record and confirm identity of decedent, record identity and contact information of NOK, and track NOK notification of death. If Victim cannot be immediate identified, see Use Case Section: Disposition, Release Planning & Release.
    - b. The Investigator may determine NOK for the decedent will be different than NOK for the property and identify NOK for the property.
      - i. The system shall track Next of Kin (NOK) for property separately from NOK for the decedent.
  11. Investigator returns to DMEC and provides Preliminary Report to DME. The contents of a Preliminary Report may include, but are not limited to the following (Investigators' perspective):

- Case Number, Name, Age, Date of Death, Injury
  - Synopsis (written summary is preferable to raw notes text)
  - Medical history, Drug history, Diagnoses, Surgeries
  - EHR reference ID (if applicable and available)
  - Disclaimer (standard)
  - Forensic matters and content specific mean for the DME to make decisions about the exam type or areas to focus in the exam
- a. The system shall allow the DME to view a section of the Investigator's Preliminary Report or generate a specific report view of the Investigator's Preliminary Report that is tailored to informing the DME on matters necessary for making decisions about the type of exam or areas to focus on the exam which may not include other types of information necessary for the case.
  - b. The system shall alert the forensic medical staff (Forensic Technician and/or Deputy Medical Examiner (DME)) of Investigator's arrival and completion/status of preliminary report.
  - c. The system shall facilitate communication between Investigator and acting DME to share Preliminary Report file.
  - d. The system shall record case information at time of Preliminary Report (i.e. create a "snapshot" to preserve the up-to-date report info that was used to initiate autopsy/exam).
12. Investigator completes his/her written report (final Investigative Summary Report).
- a. The system shall provide an easy-to-use interface and simplified view of required fields.
  - b. When the report is submitted, the system shall alert the Investigation Supervisor, Laboratory staff, and DME.

#### **Alternate Flows:**

- Investigator Is Unable to Meet the Predetermined Pick-Up Window:
  - Investigator notifies WC.
    - WC flags case and updates system record.
    - The system shall have the capability to record reasons for unsuccessful pickup as well as hospital or LEA preventing the pickup for future reporting and process improvement reasons.
  - RD Clerk calls the reporting organization to reschedule the pick-up window.
    - The system shall record follow-up call data and associate it with the case.
    - The system shall alert WC and Investigation Supervisor until case is assigned to and confirmed by a replacement Investigator.
- Investigator Is Interrupted Mid-Transit to or from Scene of Decedent:
  - The system shall enable his/her access to view multiple active cases at a time.
  - The system shall allow Investigator to accept "other case" in qualifying scenarios.
- Mortuary Signout Cases:
  - If non-Counter Mortuary Signout cases take place in the future state (Investigator drives to mortuary to conduct external examination), then the system shall facilitate and record communications between Investigator and DME in charge of external examinations. Information from external examinations shall be supported remotely by the system.
  - If transport is required (i.e. a case changes type from Mortuary Signout to FSC case), then an Investigator may escalate the Signout case to WC for DSU coordination and FA dispatch.

- The system shall allow changing a case from not requiring a pick up by DSU to requiring a pick up by DSU. See alternate flow in Use Case: 3.2 Dispatch Investigator and Coordinate with DSU.
- Field/Hospital Signout Cases:
  - If RD Clerk/Investigator receive a call from a hospital reporting a new decedent and they determine that the case does not require examination at DMEC, then the investigation shall consist of an Investigator dispatching to the hospital to collect admission blood (if available) and a buccal swab for DNA.
  - The body shall be released directly from the hospital to a mortuary.
  - This applies for specific categories of decedent (e.g. traffic, overdose with survival >24 hours at hospital).
    - The system shall allow release of a decedent and signout of a case in the field.
- Property Is Released by Investigator in the Field:
  - See Use Case: Release Property.
- Physical Evidence Is Released in the Field:
  - In some cases, a piece of physical evidence may be released to a Law Enforcement Agency representative in the field. In such cases, the system shall record a description of the item, as well as transactional details documenting the transfer of custody.
- Investigator Is Unable to Process Case Upon Arrival:
  - The system shall record reasons for on-site field delays and flag affected cases for NAME exception (e.g. LEAs block access).
  - The system shall facilitate communication between Investigator and Investigation Supervisor in case the delay triggers a reassignment (See Use Case: Update Schedules and Notify Parties (WC)).
- Investigator is Unable to Secure Immediate Identification and/or Notification of NOK:
  - See Use Case: Identification and Notification of DOE Cases.
- Suspected Homicide:
  - If case is a suspected homicide, then Investigator notifies appropriate Law Enforcement Agency (LEA).
  - The system shall track LEA notification and subsequent interactions with DMEC.
  - The system shall allow tracking of the LEA's case number.
- Decedent is not a Regular Body:
  - In certain cases where Investigator/FA determine decedent is not a regular body and cannot be identified with a regular toe tag, the Investigator may be responsible for retrieving the decedent (e.g. bone). The system shall support the ability to assign an Investigator as transport in the same way it may assign an FA.
  - Ankle band may be stapled to specimen bag and scanned/linked.
  - The system shall record all information entered by Investigator onto SPECIMEN CONTROL CARD in the field.
- Suicide Cases and Suicide Notes:

- If a suicide note is recovered from the scene, then the Investigator shall photograph/scan/upload an electronic version into the screen. Any physical form retrieved from the scene shall be packaged and specifically identified before drop-off to Property unit.

### **Cycle Time & Performance Metrics:**

- Current (RptdBy, Arrive, InvRptSupv) and additional investigation timestamps including, but not limited to:
  - Drive time
  - Scene processing time
  - Report writing time
- System should keep track of case items collected by Investigators. These items include, but are not limited to the following:
  - Decedent identification (Y/N, date)
  - NOK notification (Y/N, date) including if there is separate NOK for property
  - Body intake (Y/N, date)
  - Intake items
    - X-ray complete (image file)
    - Weight recorded
    - Height recorded
    - Fingerprints (image files)
  - Body location (field/DMEC + autopsy/exam station/crypt location)
  - Preliminary Report complete (Y/N, date)
  - Toxicology Report complete (Y/N, date)
  - Investigative Summary Report complete (Y/N, date)

### **Required Capabilities in Future State System:**

- Record and track Investigator's location, status and updates.
- "Availability" views (Dashboard) account for time until end-of-shift.
- Auto-populate reports via checklist and allow for subsequent editing by Investigator.
- Provide mobile functionality
  - Note: CME provides remote access capability today, but DMEC is interested in a tablet-like future solution with touch screens, simplified data entry, and real-time updating capability. For example, if WC updates NOK info from the FSC, then the Investigator should see this new info on his/her mobile field equipment.
  - In areas with no cell/data reception, any updates made by DMEC staff in the field shall be retained and updated into the system upon re-establishment of a network connection.
- Support barcode scanning in the field and at major hand-off locations.
- Mobile functionality enables case record updates and case status monitoring.
- Text *and* audio file entry are supported (i.e. voice recording of interviews, transcribing).
- Consider ability to upload digital images in field directly to system either directly from camera, PDA, or combination.
- Support mobile communication between assigned Investigator and FA.
- Preliminary Report features supported (e.g. Ops Doc has access to in-progress write-up by Investigator, system saves snapshot of case write-up at time of Preliminary Report).
  - Any Preliminary Report that is used by a DME to begin an autopsy/exam must be preserved for later reference in case details change after exam occurred.
- Supports electronic signature for chain of command.
- Integrates with evidence and property logs.

- Provides visibility to downstream case processors (e.g. Forensic Technician, DME).
- Supports remote external examinations.
- On-site interview forms/questionnaires are customizable by investigator/case type. Form also supports open text entry (“Notes”).
- Investigator-facing forms are configurable (e.g. required items, radio buttons, order of fields, case type templates, user templates).

Note: CME screens are collecting the right information, at an appropriate level of detail. However, the layout could be improved.

  - From Investigator’s Narrative Form 3 (input can be standardized vs. open text required):
    - Information Sources – Open text
    - Investigation – Case Number
    - Location - Geo
    - Informant/Witness Statements – Open text
    - Scene Description - Open text
    - Evidence – Open text
    - Body Examination – Open text
    - Identification – Name, Date/Time Identified
    - Next of Kin Notification – Name, Relation, Date/Time Notified
    - Tissue Donation – Type
    - Autopsy Notification – Date/time
- The system shall provide Investigators and DME/FT team with access to X-ray files and studio photos (which are uploaded in real-time).
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

## 4.2 Pick-Up Decedent

### Purpose & Objectives:

Most reported deaths under DMEC jurisdiction require the decedent to be picked up and brought in to the Forensic Science Center (FSC) for post-mortem examination and/or autopsy. The objective of this use case is to describe process and system capabilities in support of retrieving a decedent.

### Actor/Role:

- Forensic Attendant (FA)  
Note: See Use Cases: Pick-Up Property & Evidence and Inventory & Manage Property for additional “pick-up” events.

### Process Owner:

- Chief of Operations

### Trigger Events:

- FA is assigned to a case with a known location and established service window (“pick-up window”). See “TRANSPORT DRIVER MESSAGE” form for detailed information that is required.
- FA acknowledges receipt of case assignment.

### Pre-Condition:

- FA and van are available.
- Body is available for pick-up (confirmed).
- Van is properly stocked with necessary equipment and forms, including, but not limited to the following:
  - Equipment:
    - Cameras
    - Various kits
    - “Sked”
    - Ropes
  - Consumables:
    - Containers
    - Body bags
    - Toe tags and ankle bands
    - Sheets
    - Personal Protective Equipment (PPE) (e.g. gloves)
    - Body control card(s) (Note: Electronic in future state)
    - Barcode labels for different purposes
  - Forms:
    - Hospital Report Form (Form 18) – to be filled out by hospital
    - Specimen card for bone and tissue collection
    - Property receipts
  - Mobile Field Technology:
    - Tablet/Computer – In the long term, it can be assumed that the FA will have a tablet or computer and application to record all activities at the scene related to pick-up. It is also assumed that the mobile Application/System will be part of the new systems.

- The system shall support both online and offline recording with synchronization back to the main case management system(s).

**Post-Condition:**

- FA has recorded custody of decedent.
- FA has arrived back at FSC with the body. FA and case statuses have updated.
- If applicable, admission blood has been collected and barcoded (See Use Case: Pick-Up Property & Evidence).

Note: The actual check-in process (weigh-in, overhead photo, fingerprinting) upon arrival to FSC is documented in Use Case: Unload and Check-In Decedent (“Receiving”).

**Use Case Flow:**

1. FA acknowledges receipt of case assignment.
  - a. The system shall record FA’s acknowledgement (date/time) and notify WC and DSU Supervisor.
  - b. The system shall support assignment sheet print-outs (optional for FA). See “TRANSPORT DRIVER MESSAGE” for required information.
2. FA prints out and prepares barcoded labels and toe tags.
  - a. The system shall automatically associate the case (and decedent) with the barcode and case numbers on physical materials.
3. FA leaves FSC for scene and records the time of departure in the system.
  - a. The system shall have the capability to record departure time and updated status. Some location-based status updates may require manual input by the FA.
4. FA arrives at the scene.
  - a. The system shall record his/her arrival time and updated status.
5. FA gains access to the decedent and begins processing the case.
 

Note: FA may not have access to decedent upon arrival to scene. See Alternate Flows.
6. FA records decedent information as found at scene, places a unique identifier on decedent (barcoded toe tag or RFID chip), scans the barcode, and links it to the decedent case.
  - a. The system shall have the capability to record all information entered by FA at the scene regarding the decedent. See Form – BODY CONTROL CARD.
  - b. The system shall have the capability to record FA and DMEC custody of decedent in the field.
 

Note: For current state hospital pickups, FA must receive a completed and signed Form 18. However, when Investigators respond to hospital cases in the future state the form/info collection capability of the systems together with eSignatures may eliminate the need for Form 18.
7. FA loads decedent into van.
8. FA returns to FSC with decedent.
 

Note: It is assumed that FA picks up one body per dispatch. See Alternate Flows for multiple pickups.

  - a. The system shall record decedent’s arrival at FSC. See Use Case: Unload and Check-In Decedent (“Receiving”) for details.

**Alternate Flows:**

- FA Is Unable to Process Case Upon Arrival:
  - FA records his/her inability to access the decedent.
    - The system shall have the capability to record reasons for on-site field delays and flag affected cases for NAME exception (e.g. LEAs block access).



- The system shall have the capability to record date/time of delay.
  - The system shall facilitate communication between FA and DSU Supervisor in case the delay triggers a reassignment (See Use Case: Update Schedules and Notify Parties (WC)).
  - In some cases, a difficult decedent recovery is known at time of the call. RD and WC will flag cases for Special Operations Response Team (SORT) as needed. FA may request SORT assistance from field, as well.
    - The system shall record cases that require SORT.
- Decedent is not a Regular Body:
  - In certain cases where FA determines decedent is not a regular body and cannot be identified with a regular toe tag (e.g. bone), he/she must coordinate with Investigator assigned to the case.  
Note: There are instances where an Investigator completes transport (e.g. bones and/or babies). The system shall support the ability to assign an Investigator as transport in the same way it may assign an FA.
  - See Use Case: Conduct Investigation.
- Multiple Pickups:
  - As mentioned, future state dispatch of FAs will focus on single decedent pick-up and retrieval. However, if the DSU Supervisor determines that a multiple decedent trip is required (e.g. multiple dead at scene), then the system shall support case management and generate alerts for receiving staff.

#### **Cycle Time & Performance Metrics:**

- FA Acknowledgement of Case Assignment
- FA has Left FSC for Pick-Up
- FA Arrival at Scene
- FA Access to Decedent (may default to same time as arrival at scene unless exception is recorded)
- FA arrival should be recorded in the system for internal purposes.
- FA has Left Scene with or without Decedent
- FA has Arrived at FSC
- Additional Evidence and/or Property Collected at FSC
- Hospital performance records per arrival vs. access to decedent timestamp data
- Delays due to organ or tissue procurement (number of cases, percentage of cases; delays by hospital)

#### **Required Capabilities in Future State System:**

- Mobile access
- Offline capture of data with later synchronizations
- FA statuses include, but are not limited to the following:
  - Assigned for Pick-Up; FA En Route; Processing Scene; Picked Up; En Route to FSC; Available; En Route to Additional Scene
- Decedent Status:
  - Available for Pick-Up; In Custody of DMEC – Not Ready for Release; In Custody of DMEC – Ready for Release
  - Barcode tracking of decedent at each pick-up and hand-off location

## 4.3 Pick-Up Property & Evidence

### Purpose & Objectives:

Most cases require the decedent to be picked up and delivered to the Forensic Science Center (FSC) for post-mortem examination and/or autopsy. Decedent's personal property must be collected and managed appropriately. In some cases, evidence is collected and managed by DMEC. During decedent processing at FSC, additional property and/or evidence may be collected and managed separately from the decedent.

The goal of this use case is to support the retrieval and collection of property and evidence for processing and to maintain chain of custody.

Note: The collection, handling, and inventory processes vary significantly between property and evidence. It should not be implied that both categories of items addressed in this use case are interchangeable. See Use Case Section: Manage Property & Evidence for more information.

### Actor/Role:

- Investigator
- Supporting Actors: Forensic Attendant (FA; may collect items from scene), Criminalist (may be called to scene to collect evidence), Forensic Technician, Deputy Medical Examiner (DME)

### Process Owner:

- Chief of Public Services (Property) and Chief of Forensic Laboratory (Evidence)

### Trigger Events:

- Investigator is dispatched to the scene.
- Evidence/property is found during investigation, body processing, and/or autopsy/exam.

### Pre-Condition:

- Case exists within DME jurisdiction.
- Investigator is assigned to a case with a known location and established service window.
- Investigator has acknowledged receipt of case and has arrived at the scene.
- DMEC vehicle ("car") is available and assigned to Investigator. Assignment and resource status is maintained in the system.
- Investigator's car is properly stocked with necessary equipment and forms. Investigators maintain stock within their own "gear bags" which include, but are not limited to the following items:
  - Containers
  - Cameras (point-and-shoot, tablet, large phone, or phablet)
  - Barcode labels for different purposes
  - Various kits
  - Specimen card for bone and tissue collection
- In the long term, it is assumed that investigators will have tablets or computers and an application to record all activities at the scene related to evidence and property collection.

### Post-Condition:

- Investigator/FA has recorded custody and inventory of decedent, property and/or evidence.
- Investigator/FA has uniquely identified and labeled property (e.g. barcode labeled).
- Chain of custody can be confirmed.

**Use Case Flow:**

1. Investigator identifies property or evidence that needs to be collected and selects the option to record the information in the system.
  - a. The system shall allow staff to record property and evidence (separately) for each case.
  - b. The system shall prompt Investigator with a checklist of evidence and property to collect, based on case information collected during the initial call.
2. Investigator photographs the scene and enters relevant information into the system.
  - a. The system shall allow staff to upload photos and associate them with the case.
  - b. The system shall allow staff to record information associated with photos, such as the type of photo (e.g. scene photo, decedent at scene, or photo of evidence at scene).
  - c. The system shall capture metadata associated with photos (e.g. title, device ID, date/time).
  - d. The system shall allow staff to record a brief description of each photo or set of photos that are uploaded.
3. Investigator may identify physical evidence to be collected at the scene. If so, then he/she will record and inventory that evidence. In some cases, a Criminalist may be called to the scene to collect evidence. See Alternate Flows.
  - a. The system shall have the capability to record all information entered by Investigator at the scene regarding physical evidence that is physically separate from the decedent. See EVIDENCE LOG (pages 1-2) for information that is recorded at the scene.
  - b. If evidence is collected, then the Investigator records an LEA tracking number (police report number, if available; name of agency and point of contact).
    - i. The system shall allow staff to record an LEA tracing number to associate with the DMEC case.
4. Investigator may identify property to be collected at the scene. If so, then he/she will record and inventory the property. If applicable, a witness signs off. See Form 2 – PERSONAL EFFECTS INVENTORY. Note: The form is filled out via Witness Declaration in the field.
  - a. The system shall allow staff to record information associated with property at the time of collection. See Form 2- PERSONAL EFFECTS INVENTORY for information recorded at time of collection.
  - b. The system shall allow staff to capture the signature of a witness to the property collection and record dual custody.
5. Investigator returns to FSC with property and/or evidence. Investigator creates labels for the property and/or evidence and attaches them to the packages.
  - a. The system shall have the capability to create unique identification numbers and labels for each package of property and evidence.
  - b. The system shall allow staff to create unique identifiers for property and evidence (e.g. barcode labels or RFID tags).
  - c. The system shall provide reports or other means to print a barcode label with the barcode to scan and corresponding human readable text.
6. Investigator drops property and evidence at temporary storage locations at FSC, record their drop-off and release (hand-off) of custody.
  - a. The system shall allow staff to record that they've dropped off property and evidence at a temporary storage location (e.g. property drop, evidence drop box).
    - i. The system shall allow capture of signature of the receiving party.

- b. The system shall track unique storage locations of the property and associate them to the case.

#### **Alternate Flows:**

- Regional Investigator Hands Evidence to FA, Who Drives Evidence to FSC:
  - The system shall record evidence handoffs between staff, such as from a regional Investigator to an FA for transport back to FSC, and update location and status of evidence.
- Forensic Attendant May Collect Admission Blood at Hospital:  
Note: FA must validate that they are receiving the right blood before leaving hospital.
  - The system shall record Admission Blood collected by FA in the same way it records property collected by Investigator.
  - The system shall record who collected the Admission Blood on behalf of DMEC.
- Investigator May Collect Medical Chart:
  - The medical chart—neither property nor evidence—is a form of external documentation that may be collected by an Investigator.
  - When required as part of investigation/pick-up, the item shall be reflected on the system's list of necessary materials/files from the scene.
- Criminalists May Collect Evidence at Scene:
  - The system shall record evidence collected by Criminalists.
  - The system shall record who collected the evidence on behalf of DMEC.
- Suspected Homicides or Other Special Cases (See Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station)):
  - Forensic Technician (FT) may remove clothing from decedent at FSC.
    - The system shall record whether clothing is collected from decedent at FSC and update case evidence inventory.
  - FT processes clothing to drying rack. Once clothing is dry, FT packages clothing as evidence.
    - The system shall record when clothing has been placed in drying rack.
    - The system shall record when clothing is removed from drying rack and packaged.
- Property and Evidence Is Discovered on (or in) the Decedent While Body Is at FSC (See Use Cases: Unload and Check-In Decedent ("Receiving") and Prep for Autopsy/Exam (including X-ray, CT & Exam Station)):
  - The system shall record property collected at FSC from decedent and update case file inventory.
  - The system shall record staff who collect property (e.g. investigator, FT, DME).
  - The system shall record temporary storage location on service floor of property/evidence.
  - The system shall alert Investigator to notify family of property to pick-up if no property was previously collected for the decedent and Investigator had not previously notified family.
- Suicide Notes Collected:

- Investigator will collect papers and record them as property. Investigator will also take a photo of the suicide note and upload the photo to the case as digital evidence.
  - The system shall identify whether a photo is a suicide note.
- Wills/Durable Power of Attorney (DPOAs)/Advanced Healthcare Directives Collected:
  - Investigator will collect papers and record them as property. Investigator may identify the papers as a Will, DPOA, or advanced healthcare directive. Investigator may scan or take a picture of the documents.
    - The system shall allow staff to identify whether documents collected are a Will, DPOA, or advanced healthcare directive.
    - The system shall display whether a case has a Will, DPOA, or advanced healthcare directive for staff to review during the investigation and disposition of property and decedent.
    - The system shall allow staff to identify whether a photo is of decedent papers.
    - The system shall allow staff to scan documents associated with the decedent and upload them to the case file.

**Cycle Time & Performance Metrics:**

- Elapsed lifespan of evidence and property
- Time until item reaches age of disposal
- Time from notification of property NOK to release
- Reports available that list items currently available for disposal

**Required Capabilities in Future State System:**

- Identify NOK for property separately from NOK for decedent
- Property Statuses may include, but are not limited to the following:
  - Available for Pick-Up; In Custody of DMEC – Not Ready for Release; In Custody of DMEC – Ready for Release
- Physical Evidence Statuses may include, but are not limited to the following:
  - Available for Pick-Up; In Custody of DMEC – Not Ready for Release; In Custody of DMEC – Ready for Release; Released to LEA
- Mobile field equipment (e.g. tablets) support both online and offline recording with synchronization back to the main case management systems upon network availability (e.g. upload photos from the field).
- Investigators have a barcode scanner or RFID reader linked to the mobile field equipment.
- Mobile field equipment system supports electronic signatures and each form requiring a signature is integrated (e.g. witness signatures).
- System records location of property and evidence collection (e.g. field, exam table).
- Ability to record dual custody
- Records and supports LEA tracking numbers.
- System shall have the ability to take pictures, scan documents, and upload and link to case.

## 4.4 Approve Preliminary Report

### Purpose & Objectives:

With the introduction of a Preliminary Report—generated from Investigators' initial case findings and shared with medical staff to expedite decedent's autopsy/exam start time—the department may decide to insert an approval step in the process. The purpose of this use case is to describe how an Investigation Supervisor may consistently review and approve Preliminary Reports as they are created while minimizing unnecessary delays to autopsy/exam start time.

### Actor/Role:

- Investigation Supervisor  
Supporting Actors: Investigator, Deputy Medical Examiner (DME)

### Process Owner:

- Chief of Operations

### Trigger Events:

- Investigator submits Preliminary Report.

### Pre-Condition:

- Investigator has collected sufficient information from his/her case investigation to populate all required fields of the Preliminary Report, including information the DME needs to make decisions about the type of exam.
- Investigation Supervisor is logged into the system and available for real-time Preliminary Report review/approval.
- Decedent is in-transit to DMEC FSC or will be soon.
- Investigation Supervisor has received message (inbox, queue) indicating that a new preliminary report is available for review.
- The time of when report is available for review is recorded by the system.

### Post-Condition:

- Preliminary Report is reviewed and approved by Investigation Supervisor.
- Time when report has been reviewed/approved has been recorded in the system.
- Preliminary Report is captured as a “snapshot” and shared with DME assigned to decedent's autopsy/exam.

### Use Case Flow:

1. Investigation Supervisor reviews Dashboard of on-duty Investigator staff and status of ongoing investigations.
  - a. The system shall generate an alert for the Investigation Supervisor whenever an Investigator submits a Preliminary Report.
  - b. System will record the time of Preliminary Report submission.
2. Investigation Supervisor responds to alert by opening the decedent case file and the Preliminary Report.
  - a. The system shall provide a user-friendly view of basic case information and an intuitive path to view Preliminary Report.
  - b. The system shall indicate whether contents of the Preliminary Report have been edited by the Investigator. Ideally, the contents of this report will populate automatically from the information collected as part of the Investigator's routine investigation (See Use Case: Conduct Investigation). However, the system shall also provide the ability for an Investigator to edit, clean-up, or augment these pre-

- populated notes and data fields. Note: Any Preliminary Report updates should also update the forms from which the data is pulled to avoid discrepancies.
- c. Supervisor may decide to reject the Preliminary Report. See Alternate Flows.
    - i. The system shall have the capability to notify the Investigator responsible for the report if the initial report draft is rejected.
    - ii. The system shall have the capability to escalate this notification when applicable.
    - iii. The system shall have the capability to allow the exam /autopsy to be scheduled without an approved Preliminary Report.
    - iv. The system shall take a “snapshot” version of the report to be saved of the version that is used to make the exam /autopsy decision.
    - v. The system shall have the capability to allow edits to the Preliminary Report and track any changes that are made, after the exam decision is made and before the Preliminary Report is approved.
  3. Investigation Supervisor reviews the contents of the Preliminary Report, confirms that all required fields are completed, and determines that it is ready to share with DME.
    - a. The system shall clearly display required data fields.
    - b. The system shall support comments by the reviewing party.
  4. Investigation Supervisor approves the Preliminary Report.
    - a. The system shall capture timestamp and any comments, incorporating them into the “snapshot” version of the document that will be visible to the DME.
    - b. The system shall generate notifications for the assigned DME—ideally prior to decedent’s arrival in the autopsy/exam room.
    - c. The system shall trigger status updates and alert the Supervising DME of the status change to ensure optimal scheduling.

#### **Alternate Flows:**

- Preliminary Report Is Incomplete or Requires Updates:
  - In cases where the Investigation Supervisor does not approve the Preliminary Report, the system shall support comments on the document itself, so when it is returned to the Investigator, he/she can quickly see the reasoning behind the rejection and respond accordingly.
  - The system shall facilitate communication between Investigation Supervisor and Investigator to expedite the process of addressing necessary improvements.
  - The system shall alert WC and Supervising DME to ensure that resource status is updated and projected for expected re-work.
  - The system shall escalate Preliminary Report rejections to WC when an Investigator is off-duty at the time that his/her report is rejected. The ability for Investigative staff to update/edit reports that they did not create is a subject for policy discussion.

#### **Cycle Time & Performance Metrics:**

- Time from Preliminary Report submitted to Preliminary Report reviewed and approved
- Duration of review
- Approval rate (overall, by Investigator)
- Category of reasons for non-approval

#### **Required Capabilities in Future State System:**

- Version control and secure access prevents multiple parties from viewing and updating the Preliminary Report at once.

- Comment functionality allows Investigation Supervisor to annotate approved and non-approved reports.
- Snapshot version capture at time of review and approval—maintain a record of the document that DME will use to begin his/her autopsy/exam



## 4.5 Approve Investigation Report

### Purpose & Objectives:

A case cannot be officially “Closed” until the Investigation Supervisor has reviewed and approved the complete Investigative Summary Report. This use case documents the approval process.

### Actor/Role:

- Investigation Supervisor (aka Watch Commander)

### Process Owner:

- Chief of Operations

### Trigger Events:

- Investigator submits his/her complete Investigative Summary Report.

### Pre-Condition:

- Investigative Summary Report has been completed to the best of Investigator’s ability.
- Investigation Supervisor is logged into the system, tracking case statuses, and available to review reports.

### Post-Condition:

- Investigative Summary Report is approved and forensic medical staff is notified (likely post-autopsy/exam).

### Use Case Flow:

1. Investigation Supervisor is logged into the system.
  - a. The system shall alert him/her to all Investigative Summary Reports that have been submitted as “Complete” by the Investigator.
2. Investigation Supervisor opens a case report for review.
  - a. The system shall log the action and update case report status to “Under Review”.
  - b. The system shall display a user-friendly view of the report, support comments, and highlight any missing data or unusual information.
3. Investigation Supervisor approves the report and verifies its completion (“signs off on it”).
  - a. The system shall mark case “Complete”, record supervisor approval, and alert Investigator and DME/FT to the final version of the report.

### Alternate Flows:

- Investigation Supervisor Finds an Issue/Omission/Error in the Review and Does Not Wish to Approve It:
  - The system shall alert the Investigator to the rejection and reasoning behind it.
  - The system shall facilitate communication between Investigation Supervisor and Investigator to speed up addressing necessary improvements.

### Cycle Time & Performance Metrics:

- Currently no metric to capture report submission by Investigator, but “InvRptSupv” is recorded at time of supervisor approval.
- Approval rate
- Similarity to Preliminary Report (quantify material changes that may have impacted autopsy/exam)

- 
- Backlog of incomplete Investigative Reports per Investigator (anticipate tendency of Investigators to complete Preliminary Reports without completing Final Reports)

**Required Capabilities in Future State System:**

- Notification of LEA if Death becomes a Homicide
- Electronic report interfaces with report statuses and automates alerts between Investigator(s) and Investigation Supervisor.
- Supports comments and annotation capabilities.
- Supports Investigation Supervisor's capability to make corrections independent of Investigator who created the report. For example, if an Investigator leaves on their weekend, but made significant errors in the report (e.g. name, DOD), then the Supervisor shall be able to fix the errors to prevent additional errors down the line.
- Final version of approved report should be "locked," that is it cannot be changed (e.g. auto-generate a PDF final version for electronic storage upon approval).
  - The system shall have the capability to automatically generate reports or generate reports based on a periodic schedule. (e.g. create a PDF of all Investigative Reports approved each day)

## 5.0 Manage Property & Evidence

This section addresses use cases and requirements around managing property and evidence and establishing the corresponding chain of custody. These use cases cover the time after initial pickup and investigations.

This section covers the following use cases:

**Table 4. Manage Property & Evidence Use Cases**

Use Case # - Use Case Name	Description
5.0 Manage Property & Evidence	
5.1 – Inventory & Manage Property	Inventory decedent property and manage chain of custody while in DMEC possession.
5.2 – Release Property	Release property to eligible successor or otherwise dispose of property.
5.3 – Inventory & Manage Physical Evidence	Inventory physical evidence and manage chain of custody while in DMEC possession.
5.4 – Release Physical Evidence	Release physical evidence when Final Mode of Death is determined or evidence is requested by Law Enforcement Agency (LEA).
5.5 – Manage Digital Evidence (Photos, X-rays, CTs)	Inventory digital evidence and manage chain of custody while in DMEC possession.
5.6 – Share Digital Evidence	Digital evidence is shared with LEA or external party, subject to status of case and evidence in question.
5.7 – Dispose of Evidence	In accordance with retention policies, dispose of physical and digital evidence.

### 5.1 Inventory & Manage Property

**Purpose & Objectives:**

The goal of this use case is to inventory decedents' property and manage the chain of custody while in DMEC possession (until release or destruction).

**Actor/Role:**

- Property Unit Staff

**Process Owner:**

- Chief of Public Services

**Trigger Events:**

- Property becomes available at FSC drop points on service floor and investigator area for processing.

**Pre-Condition:**

- FA and/or Investigator has picked up property, recorded it and packaged it for further processing. Information in Form 2 – PERSONAL EFFECTS INVENTORY has been completed.
- FA and/or Investigator has dropped off property at temporary storage locations at FSC on the loading dock and investigator area.
- Property has been labeled with a barcode by Investigator or FA.
- Any property released in the field to law enforcement has been recorded. See Use Case: Release Property.

**Post-Condition:**

- All property has been collected and inventoried at FSC.
- Property has been uniquely and electronically identified and linked to the DMEC case and case file has been updated.
- Property staff has identified family member(s) eligible to receive property (“Property Next of Kin (NOK)).  
Note: While decedent is released to NOK per Health and Safety Code, property is released to family per Probate code. These individuals may be different people.
- Property staff have notified family or authorized person that decedent’s property is available for pick-up.

**Use Case Flow:**

1. Property Staff reviews the contents of the loading dock property drop box, records the unique identifier for each piece of property, and signs for the receipt of the property to take custody. A second Property Staff also signs as a witness.
  - a. The system shall support barcoding capabilities for unique identification and recording of property items.
2. Property Staff confirm the number of envelopes and packages compared to the information recorded by parties who dropped off the property (see log at Service Floor and Investigations drop box for information included).
  - a. The system shall display a log of property contained in the drop box per case as documented by DSU and Investigations staff.  
Note: The property should already be associated with case files.
  - b. The system shall have the capability to display screens to enter received property.
  - c. The system shall require and support witness signatures as defined by property staff protocol.
  - d. The system shall update that property is no longer at temporary storage locations in service floor drop box or Investigator’s cage and has been picked up by property staff.
  - e. The system shall allow multiple people to electronically sign for possession of property.
3. Property Staff transports the property to the processing location, opens each envelope, and accounts for individual items.
  - a. The system shall have the capability to record envelope inventories and to confirm contents.
  - b. The system shall require a second staff member to verify contents of envelope.
  - c. The system shall allow multiple people to electronically sign for possession of property.

4. Property Staff collects the property and moves it to the property vault or downstairs location.
  - a. The system shall record receipt of property at long-term inventory location.
  - b. The system shall track inventory locations of different sizes within inventory location (e.g. shelf, bin).
  - c. The system shall have the capability to track multiple inventory locations (e.g. property vault versus downstairs area for larger items).
  - d. The system shall support bar code readers (and/or RFID scanners) at each storage location.
5. Property Staff consolidates any property from service floor and investigator's cage into one container of property per case, or multiple packages.
  - a. The system shall have the capability to record such consolidation of different pieces of property for a case into one location or envelope.
6. Property Staff updates location of property on the grounds of DMEC (for any change of location/storage).
  - a. The system shall track the location of property at different storage locations within DMEC. For example, bin number within property inventory area.
7. Property Staff researches case file to identify family eligible to receive property.
  - a. The system shall provide Property Staff with up-to-date visibility into case details and status (e.g. Property NOK identified and notified; checkbox for Parent of Minor Child; if a Will exists; if a spouse exists). See ECFS field for separate data field.
8. Property Staff coordinates with appropriate family member(s) to prepare for proper pick-up/release.
  - a. The system shall have the capability to record and support family phone calls to the unit.
  - b. The system shall provide a Property Staff questionnaire to identify and confirm to whom the property is released (e.g. if had wife but also had Will).
  - c. The system shall support recording of receipt of family's copy of Will and/or Trust (fax or email) and ability to link information to the case record.
9. Property Staff enters case notes at time of any document upload and in anticipation of a scheduled release.
  - a. The system shall have the capability to record case note entries at time of document upload.

**Alternate Flows:**

- Property Staff Discovers Discrepancy Upon Property Pick-Up:
  - If Property Staff encounters a discrepancy between information recorded about property and actual envelopes/packages/contents left at drop-off, then he/she will notify the Investigator.
  - For major discrepancies, an Investigator's update to the property record may not be sufficient. In any case, the system shall facilitate tracking of communication between Property and Investigation Staff.
- Property Is Requested by an External Agency or Investigator:
  - The Property Staff and system shall follow necessary steps to record any transfer of custody, change in location, and verification of receiving party.
  - The system shall support location tracking beyond DMEC-specific locations.
  - See Use Case: Release Property.

- Property Is Separated from Original Envelope:
  - In some cases, a piece of property will need to be released separately from other decedent property. For example, an Investigator may need a decedent's key to access his/her residence if the decedent left a pet at home.
  - The system shall have the capability to record property locations when property is divided. Additional barcode/labeling may be used to support splits in property while maintaining system tracking.
- Suicide Notes as Property:
  - Property Staff will separate suicide notes upon receipt.
  - The system shall track these notes separately from other property.
  - The system shall have the capability to link scanned images and photos of documents and attach to the case.
- Property Contains Will or Durable Power of Attorney (DPOA):
  - Property Staff will confirm Will or DPOA identified on the case file, scan the items, and upload them to the case file (if not previously scanned and uploaded by Investigator).
  - If these items are discovered by Property Staff, then the system shall notify relevant parties when sensitive documents are uploaded and added to the case file (i.e. documents may impact ongoing investigation).
  - Note: Wills are filed in Superior Court.
- Property Is Collected by FTs or DMEs:
  - In some cases, property may be collected from the decedent during preparation and autopsy/exam processes (e.g. tongue ring). FTs shall package property in a new property envelope, label/barcode the envelope, and deliver the envelope to Property Staff using the same channels as FAs/Investigators.
  - Prior to recovery, the FT shall check with Investigator and case file to review any relevant notes about removing property (e.g. wedding ring). The system shall display and highlight property notes on DME/FT case view.
  - The system shall support the capability to record any instances of leaving property on the decedent.
- Property Nears Age of Final Disposition:
  - From time to time, Property Staff should monitor age of property.
    - If property is XX days old and has not been released, then the system shall notify Property Staff to process property for final disposition.
    - The system shall record how long property has been in custody of DMEC and provide reports identifying and prompting follow-up and/or scheduling disposal.
  - If family does not pick up property 30 days after death, then Property Staff sends 90-day notice so the family gets another month to pick up property.
  - The system shall provide standard forms and have the capability to send notices to families to pick-up property. These notices may be sent via email or USPS mail.
  - The system shall have the capability to record disposal of property in dual custody.
- Security Hold Cases:
  - Investigator flags case as a Security Hold case.

- The System shall have the capability to mark property as a Security Hold.
- Property Staff connects LEA to determine if property can be released

### **Cycle Time & Performance Metrics:**

- Property volume (overall, per location, by type)
- Property transfer times (highlight and count any violations of chain of custody)

### **Required Capabilities in Future State System:**

- The future state Case Management System shall have the capability to track property inventory by case and location and link inventory to case/decedent.
- The system shall support multiple property statuses, as determined by location, custody, and decedent case status. The list of statuses may include, but not be limited to the following:
  - DMEC Has Custody of Property for a Case
  - Property Has Been Collected – Property at FSC – In Inventory
  - Property Has Been Dispositioned – Property Has Been Destroyed By DMEC
  - Property Has Been Dispositioned – Property Has Been Released to another County agency
- The system shall have the capability to record how many pieces of property are associated with each case.
- The system shall have the capability to record and track any instances of “envelopes inside of envelopes” in cases where additional property is collected and added to a single case.
- Property shall be uniquely identifiable with electronic barcode readers, RFID chips, or similar technology. Each location where property is picked up or delivered will also have a unique identifier to allow for check-in and check-out of items.
- The system shall display and document dual custody of property collected, inventoried and disposed.
- Electronic signatures shall be authorized for documents related to property—including multiple signatures where needed.
- Identification of family eligible to receive property shall be maintained and independently defined from NOK.
- The system shall display if a Will exists.
- The system shall have the capability to record a request for Will /Trust.
- Task List (send letter, dispose property, etc.)
- Reporting on Property (e.g. inventory figures, amount released/disposed per month, cash deposits to Finance /Accounting)
- The system shall record and track the date and time of document upload.
- The system shall track document types uploaded to case file (e.g. wills, suicide notes, DPOAs, misc. papers collected at scene, scans of IDs).
- The system shall alert users to the existence of documents uploaded and attached to case (e.g. Suicide Note, Will, etc.).
- The system shall organize all scene photos in a single location. If ID photo is identified then it will be tagged as Property. If suicide note is not a piece a paper, then it will be photographed (e.g. writing on wall, screen shot of text on phone).
- If identification occurs on DOE case, then Property Staff is alerted to start the Property Notification process.
- The system shall track the age of property and notify staff when key actions need to be taken.





## 5.2 Release Property

### Purpose & Objectives:

Next of Kin (NOK), family or other members of the public may request property of a decedent from DMEC (See Use Case: Manage External Request). DMEC will process the public request.

If DMEC has the decedent's property and determines the member of the public is eligible to receive the property, then Property Staff will process the request, find all property, and release property to requestor.

### Actor/Role:

- Property Unit Staff

### Process Owner:

- Chief of Public Services

### Trigger Events:

- DMEC has received a request to release property.

### Pre-Condition:

- NOK for Property has been notified of property for pick-up.
- DMEC has already identified who is authorized to pick-up the property.

### Post-Condition

- Property has been released to the requestor (See Alternate Flows for other disposition methods when property is not released to public).

### Use Case Flow:

1. Property Staff receive the request and review the case file to identify and locate property associated with the decedent.
  - a. The system shall display the status of all associated property, the location of property, and a list of all individuals eligible to receive property.
2. Property staff notifies family of decedent that property is ready for pick-up ("First Notice" prior to requestor contacting DMEC). As part of Notification of Death, Investigator shall also notify Property Staff.
  - a. Any notification of NOK should identify if NOK is eligible to pick-up Property. If not, then the system shall track a separate timer for Notification to NOK for Property.
3. Property Staff confirms that public requestor is a previously identified eligible family member to receive property (NOK for Property, or Successor's Agent) and decides that the requestor is eligible to receive the property.
  - a. The system shall allow updates to case files' records of persons eligible to receive property separately from Next of Kin.
4. Property Staff meets with member of the public eligible to receive decedent's property, records Declaration of Release of Property and Successor Declaration from family member or agent. Staff also scans successor's ID, makes a copy, and attaches to Form 7 – Successor Declaration.
  - a. The system shall record the DMEC staff member who is releasing property to family per Declaration for Release section of Form 2 – Personal Effects Inventory, including copy of government ID.

- b. The system shall update and record family member receiving property per Form 2 – Personal Effects Inventory and Form 7 – (Successor Declaration) “Declaration Pursuant to Section 27491.3 Government Code”.
  - c. The system shall update the record of property custody as having been released to family.
5. Prior to release, Property Staff opens envelope and accounts for contents of envelope (with witness), and verifies against property record.
  - a. The system shall display a clear list of property items associated to decedent.
  - b. The system shall support an eSignature from the successor, who signs for property.

#### Alternate Flows:

- Family/Successor Designates another Party to Receive Decedent’s Property:
  - The system shall support updates to “Property NOK” listed and associated to the decedent case (See the second page of Form 7 – (Successor Declaration) “Declaration Pursuant to Section 27491.3 Government Code” for current equivalent).
- Requestor Identifies a Discrepancy:
  - Property Staff has ability to record a case note in circumstance of any perceived discrepancy. The staff is also able to escalate the issue to the appropriate parties associated with the case (e.g. WC).
- Property is Cash:
  - Property Staff can write checks for amounts of cash less than \$500.
    - The system shall capture pertinent details from these transactions.
  - For cash totals greater than \$500, the Property Staff must send a notice to DMEC Accounting.
    - A check writing and mailing process will be initiated based on requestors’ preferred address.

Note: If a large amount of case is recovered as property, then the Investigator should have identified the dollar value and initiated a second witness (third person) to accept custody of cash/property.

The system shall identify a new custody requirement of a second witness when the identified dollar amount of decedent cash is greater than \$500.

  - Property Staff conducts daily cash handling process, reconciling all cash collected, making separate envelopes for cash, making receipts for each case of cash collected, and sending envelopes to Accounting.
  - If retrieval is to occur on the same day as cash was received, then cash will be released directly to the family (for amounts less than \$500).
    - The system shall track the release of decedent cash by the County.
- Family does not Pick-Up Property:
  - If family does not take property, then Property Staff will identify property for disposal.
    - The system shall allow an authorized user to identify decedent property for disposal.

- Ineligible Individual Attempts to Pick-Up Property:
  - If a request comes in or a family member comes in, but the person is not eligible to receive property, then Property Staff will record the interaction and instruct the individual on the issue.
  - The system shall record each interaction with the public and potential decedent NOK (successful and unsuccessful attempts to release property).
- Request Received before Property Is Received:
  - If a request for property comes in and property has not been received by Property Unit, then the system shall facilitate communication and scheduling for estimated time of eligible pick-up.
  - The system shall allow searching for property collected by Property Staff (e.g. property reported, but in-field).
- Investigator Releases Property in the Field:
  - In cases where an Investigator recovers property from a scene and is required to release the property while at the scene, he/she must record each step of the process in accordance with chain of custody requirements.
  - The system shall support the input of property information, possession, property NOK identification, and release.
  - Where applicable, the system shall capture eSignatures for each change in custody.
- Alternate Agents for Property Release:
  - The system shall identify alternate agents for property release (e.g. NOK is not available to take property). See alternate DPOA for Release of Remains and/or Property—which also contains release for remains/decedent.
- Property is Associated with an Identified Decedent without Property NOK:
  - In cases where the decedent is identified, but he/she does not have any Next of Kin or family members eligible to receive property, the Property Staff shall dispose of property.  
Note: Property that is not claimed is disposed and sent for auction.
  - The system shall have the capability to record release of valuable property to other County agencies.
  - Property staff will destroy property that is of no value such as credit cards.
  - System shall record destruction of non- valuable property by DMEC.
- At the time of inventory Property Staff will return government identification cards to issuing agencies. The system shall record return of identification card property to issuing agencies.
- If property is associated with a DOE, and DOE is dispositioned (body released) prior to Doe being identified, then the property is provided to Public Administrator for auction.
  - The system shall allow staff to indicate property associated with a DOE has been released.

**Cycle Time & Performance Metrics:**

- N/A

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**Required Capabilities in Future State System:**

- Capability to maintain warehouse inventory and location of property within storage
- Support multiple storage locations
- Link property to decedent case
- Allow staff to locate property by decedent case number
- Support “condition” field for property items. For example, cash may be designated as “dirty/decomposed”. Additionally, if contaminated, then property may be identified as a biohazard. Such designations may be made by Investigator prior to drop-off or Property Staff upon receipt.
- The system shall generate alerts and flag Property Staff displays if the requestor is different from previously identified eligible persons for Property release.
- The system shall record all scans of requestors’ IDs.
- The system shall display whether any property has been collected that is contaminated and/or not available for release.
- The system shall establish a 30-day trigger for follow-up after time of Notification to NOK for Property.

## 5.3 Inventory & Manage Physical Evidence

### Purpose & Objectives:

There are several potential situations depending on where evidence is discovered and collected:

- Forensic Attendant (FA), Investigator, or Criminalist may have collected physical evidence at the scene.
- FA has collected physical evidence during intake of decedent at FSC.
- Criminalist may have collected evidence at FSC
- Investigator may have collected evidence at FSC
- Forensic Technician (FT) will collect clothing evidence and may have discovered physical evidence during preparation of decedent for autopsy/exam and collects all this evidence.
- DME collects evidence at autopsy.

This use case addresses how DMEC envisions the management of inventory of physical evidence to ensure proper security, confidentiality, and chain of custody.

### Actor/Role:

- Evidence Unit Staff

### Process Owner:

- Chief of Forensic Laboratory

### Trigger Events:

- User logs into the system through a barcode or RFID scan of their ID badger or other means to identify the personnel to the system
- Each item of Evidence is scanned to show submission of evidence via “the chute”.
- Each item of Evidence is scanned to show submission of evidence via the chute.
  - When evidence staff reviews the evidence submitted via the chute, it is accepted as received or rejected for corrections.

Each item of evidence is submitted directly to evidence unit and scanned at that time.

### Pre-Condition:

- Evidence has been collected and barcoded. Note: The system shall provide a unique barcode for all pieces of evidence that when scanned provides identifying information including type of evidence, the collector’s name and the date and time of collection.
- Any evidence released in field has been electronically signed for by the person receiving the evidence with a date and a data/time and who released /name of person releasing it.
- System has recorded location of evidence (chute, brought to Evidence Unit, or in crypt evidence cage).

### Post-Condition:

- All evidence has been collected and assigned security permissions and retention policy.
- All evidence records have an associated LEA tracking number for the case. System has updated location of evidence and type of evidence (e.g. LEA shelf, retention shelf, Medical Evidence, GSR kit, Silicone Impression, Shaved Hair, Pacemaker, Freezers, and Evidence Hold

### Use Case Flow:

1. Evidence Staff receives the evidence, verifies the description against chute submission, links the evidence (e.g. envelope or package) to a unique identifier (barcode), and logs in to system to take custody (i.e. receive the items).
  - a. The system shall provide a simple interface to cross-check evidence received with evidence previously logged and associated to the case.
  - b. The system shall provide the capability to record receipt of evidence and update the chain of custody.
  - c. The system shall provide the capability to record when Evidence Staff has confirmed their receipt of evidence packages that Investigators other personnel have recorded as having dropped off.
  - d. Note: GSR kits are held per retention schedule.
  - e. Medical evidence is held.
  - f. Silicone Impressions are held.
  - g. Shaved Hair (PE) is held.
  - h. other personnel, Silicone Impressions are held
  - i. Shaved Hair (PE) is held
2. Evidence Staff consolidates evidence into one container.
3. Evidence Staff puts evidence in temporary storage until all evidence is received for a case.
  - a. The system shall record evidence's location in storage (Retention only)
4. (LEA or Retention only) Once Final Mode is identified, Evidence Staff marks evidence as available for release.
  - a. A report of this evidence available for release can be generated to send to LEA to let them know case evidence is ready for pick-up or they may authorize via signature to dispose of the evidence.  
A report of this evidence available for release can be generated to send to LEA to let them know case evidence is ready for pick-up or they may authorize via signature to dispose of the evidence.

### Alternate Flows:

- Discrepancies at Time of Inventory:
  - The system shall facilitate communication between Evidence Staff and any party who delivered evidence to the unit.
    - If evidence is rejected the system should notify the collector that evidence has been rejected and to retrieve it from their evidence locker (note: each division has its own evidence locker (e.g. Medical, Autopsy, DSU, Investigations)).
  - The system shall generate an alert to ongoing investigations to update the system with vital information such as LEA and case number.
    - If evidence is rejected the system should notify the collector that evidence has been rejected and to retrieve it from their evidence locker (each division has their own evidence locker (Medical, Autopsy, DSU, Investigations)).
- If a request comes in for evidence to be analyzed by Forensic Labs, then the system shall record each check-out evidence and check-in evidence (e.g. GSRs, Medical, to be analyzed by Forensic Labs-out evidence-in evidence).
- Final Mode, but No Identified LEA:
  - If a final mode is reached that determines that the evidence belongs to a LEA, however a but the LEA has not been able to be identified for the case. Then the

Evidence Control Officer will make the final decision about the evidence's disposition.

- **Deferred Case:**
  - Evidence associated with deferred cases will be placed in the Deferred Status location and the system will periodically ping medical division to update this status. Once Deferred status has changed to a final mode the Evidence Unit will be notified by the system to update location of evidence.
- **Evidence is Put on Hold:**
  - If evidence is put on hold, then the location will be updated accordingly and the system shall track the hold duration (e.g. Court Hold).
    - Note: Evidence is held for up to 5 years.
- **Evidence Staff Retrieves Evidence from Inventory:**
  - The system shall track location of evidence if in inventory or not.
  - The system shall track if inventory location contains evidence or not.
- **Specimens as Evidence:**
  - By some definitions, specimens are considered evidence. When specimens are received, they must be barcoded, labeled, and logged into the system accordingly.

#### **Cycle Time & Performance Metrics:**

- Number of days in storage
- Number of days until associated release date or hold period

#### **Required Capabilities in Future State System:**

- Track physical location of evidence, person who picked up and moved evidence.
- The system shall trigger a report indication when an action needs to be taken regarding the evidence (e.g. due for disposal).
- The system shall trigger rejection and notify collector.
- The system shall trigger final mode update.
- The system shall record a start time to calculate evidence lifespan.
- The system shall track all evidence in inventory per case, final mode and LEA.
- The system shall have the capability to record a unique identifier associated with evidence and who the collector was and when evidence was collected.
- The system shall provide the capability to produce case reports detailing the complete chain of custody.
- The system shall trigger rejection and notify collector.  
The system shall trigger final mode update, final mode and who the collector was and when evidence was collected.

## 5.4 Release Physical Evidence

### Purpose & Objectives:

Evidence is not released until a Final Mode of Death is determined, unless requested by LEA. Case evidence will be collected based on the incoming Mode of Death. Cases will be in “Deferred” status and held for varying amounts of time until the Final Mode is determined.

DMEC staff must have LEA that is handling the case and LEA case number to release evidence to them as they will not take evidence without their associated case number. and

have LEA that is handling the case and LEA case number them as they will not take evidence without their associated case number.

### Actor/Role:

- Evidence Unit Staff

### Process Owner:

- Chief of Forensic Laboratory

### Trigger Events:

- LEA requests evidence. See Use Case: Manage External Request.
- LEA has numerous cases that are needing to be picked require pick-up.

### Pre-Condition:

- Final Mode has been determined by DME or LEA has requested evidence.
- Evidence is in known location and associated with Coroner Case number.
- Law enforcement has been notified of evidence.

### Post-Condition:

- All evidence associated with a case that is for the LEA has been released and the inventory has been updated.

### Use Case Flow:

1. Upon request, Evidence Staff verifies that the evidence is ready to be released (e.g. Final Mode status or, all evidence has been received in the Unit for release) and creates a list for each LEA of evidence ready for pick-up.
  - a. System shall display Final Mode status and availability for evidence to be released.
  - b. System shall create a report of evidence available for release and organize reports by LEA.
2. Evidence Staff sends notice to LEA regarding evidence pick-up with an option for their authorization to let DMEC to dispose evidence – this requires a signature from LEA
  - a. The system shall have the capability to send notices including list of evidence available for release or directly sending notice to LEA’s case management system.
  - b. The system shall have the capability to log communication to LEA.
3. Evidence Staff receives response from LEA (e.g. LAPD, LASD).
  - a. The system shall record response from LEA.
    - i. Record acknowledgement from LEA (e.g. ad-hoc appointment scheduling or LEA to visit at a regularly scheduled time (LAPD, LASD)).
    - ii. Record when LEA comes in to retrieve evidence.

Note: Today, DMEC has a standard pick-up schedule for LAPD/LASD



- and supports special pick-up times for additional agencies, such as CHP and Glendale (by appointment).
- b. The system shall record if LEA responded with approval to dispose.
4. When LEA arrives for pick-up, Evidence Staff verifies identity of the requestor, determines whether LEA agent is authorized to receive evidence, and initiates release.
    - a. System shall provide a report of all evidence contained in evidence bag (e.g. clothing, hair & nail kit) related to the case.
    - b. System records DMEC staff member releasing evidence.
    - c. System records who evidence was release to and when it was released including signature, badge number and agency.
    - d. System (although this would already need to be in system typically) confirms record of associated LEA case number (associated to DMEC case number).

#### **Alternate Flows:**

- **Case Does Not Have LEA Case Number:**
  - The system shall display whether an LEA is associated with the case (i.e. record of jurisdiction at scene).
  - The system shall display original location/jurisdiction of homicide investigation (e.g. projectile found at autopsy, but gunshot was in another jurisdiction where LEA investigation began).
  - System will regularly notify original Coroner Investigator to provide this jurisdiction and after a specified time has elapsed, this evidence may be authorized for disposal by the Evidence Control Officer (e.g. research has been exhausted).
  - System will regularly notify original Coroner Inv. to provide this jurisdiction and after a specified time has elapsed, this evidence may be authorized to dispose by the Evidence Control Officer if research has been exhausted.
- **Evidence Released at the Scene:**
  - If evidence is released at the scene, then the Investigator will capture an eSignature from the LEA representative in the field. The system shall capture the evidence record and the transfer (and signatures) to LEA custody.
- **Family Requests Evidence:**
- **Once evidence retention time is up, then evidence is available to release upon request by family. The evidence can be submitted to the Property section via the original investigator for release to NOK.**
  - The system shall track the expiration of evidence retention time.
  - The system shall allow an authorized user to transfer custody of evidence in the system to the Property section.
  - The system shall allow an authorized user to mark evidence as available for release to decedent or property NOK.
- **Criminalist Called to Collect Evidence:**
  - A Criminalist may be called by Investigator or Law Enforcement Agent to collect and package evidence. This process closely mirrors the Investigator's workflow. Once called, the Criminalist must write a report that may have additional forms (e.g. sexual assault evidence documentation). The system shall support this type of report generation while also enabling the Criminalist to store a copy of his/her

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notes either within the system or in a unit-specific shared drive location.

**Required Capabilities in Future State System:**

- System shall track status of LEA notification for evidence pick-up.
- System shall track contact information for LEAs to receive evidence.
- System shall track communication with LEA.
- System shall track time elapsed and whether follow-up notice will be needed to pick-up evidence.
- System shall support evidence report print-out to provide with physical release at time of release.
- System shall interface with Los Angeles County case management systems (future version).

## 5.5 Manage Digital Evidence (Photos, X-rays, CTs)

### Purpose & Objectives:

Digital evidence managed by DMEC can include photos, X-rays, and CT scan image files. Digital evidence will be created and uploaded from various points in the process (e.g. scene photos, overhead photos, X-rays and CT scans, fingerprints and Live Scans, exam photos).

This digital evidence is also separate from the electronic case file or any electronic results generated in processing the case (e.g. decedent height and weight, laboratory test results, tool mark analysis results or gunshot residue results; it is assumed that any detail needing to be shared externally regarding these test results will be updated in the case file).

The goal of this use case is to ensure:

- Digital inventory is managed to requirements for security, confidentiality and chain of custody.
- Digital evidence is accessible from the case file or can be received by authorized staff.
- Digital evidence can be readily shared with appropriate law enforcement agencies.
- Proper retention, backup /recovery and destruction policies are enforced.

### Actor/Role:

- Staff  
Note: Evidence Unit does not handle digital evidence. Digital evidence is current created and managed by the two bureaus collecting physical evidence; Operations and Forensic Medicine. For this reason, the actor of this use case is currently generalized to “Staff”.

### Process Owner:

- Chief Deputy Director (Chiefs of Operations, Forensic Laboratories & Forensic Medicine)

### Trigger Events:

- Two individuals in charge have been notified that new digital evidence has been uploaded to pre-specified locations.

### Pre-Condition:

- Investigator may have created digital evidence at scene (See Use Case: Conduct Investigation).
- Forensic Attendant (FA) has created digital evidence during intake of decedent at FSC (See Use Case: Unload and Check-In Decedent (“Receiving”)).
- Forensic Technician (FT) may have created digital evidence during preparation of decedent for autopsy/exam and/or during exam (See Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station). Note: Digital evidence (photographs) may have been created by the DME at autopsy, dentist, anthropologist, or another consultant.
- Digital evidence has been uploaded to a storage location.
- Digital evidence is stored and organized by case.
- Workflow has been initiated by collecting party (e.g. Investigator).

### Post-Condition:

- All evidence has been collected and assigned security permissions and retention policy.
- All evidence records have an associated LEA tracking number for the case.
- Case file is updated to reflect location of evidence.

### Use Case Flow:

1. Staff reviews new digital evidence files as they upload and “clean them up”. “Clean-up” includes matching ankle band to case, dark/light adjustment on photos and confirming files have been appropriately tagged or categorized (e.g. scene photo v. overhead intake photo).
  - a. The system shall capture an audit log of each digital evidence file (i.e. photos), version, and associated user. Original documents shall be preserved. Staff notes shall be supported.
  - b. The system shall allow tagging of keywords and other metadata to files including photos for later searching and incorporation into investigative and medical findings.
2. Supervising technician reviews all evidence that has been uploaded and verifies it is identified and associated to a case.
  - a. The system shall display all digital evidence associated with a case (e.g. scene photos, initial overhead photo, exam photos, X-rays, CT scans).
  - b. The system shall provide the supervising technician with a simplified, user-friendly navigation from case to case for efficient review.
3. Staff verifies that all digital evidence required for the case has been collected.
  - a. The system shall verify if expected evidence has been recorded per case based on scene location (i.e. if field) and autopsy complexity (A/B/C/D).
  - b. The system shall notify staff of any missing items.
  - c. The system shall facilitate communication with associated case staff if follow-up is needed.
4. Staff verifies that all photos have been taken prior to release of body (including a release photo).
  - a. The system shall clearly display case status as it relates to required and missing digital evidence items.

**Alternate Flows:**

- Staff Identifies Need to Re-Take Photo:
  - Upon initial upload and “clean-up”, staff might identify instances where a photo needs to be retaken.
- If a case has been marked as a suspected homicide or other special case, and Evidence Staff identify that scene photos have been collected, Evidence Staff escalate issue with Investigator if scene photos are not available.
  - System shall provide completeness checks for the collection of digital evidence per case type.
- In-House Photography by Outside Agencies:
  - DMEC staff should have visibility and complete knowledge of all digital files generated in-house.

**Cycle Time & Performance Metrics:**

- Number of photos, X-rays, CT scans
- Re-take count by file type

**Required Capabilities in Future State System:**

- Manage inventory of digital evidence and ensure proper security, confidentiality, and chain of custody.

- Ensure that digital evidence is accessible from the case file or can be received via case number.
- Ensure that proper retention is enforced.
- Ensure proper backup and recovery.
- Record relevant transactions for financial reporting (e.g. charge LASD for copy of CT scans).
- Case management system should interface with vendor neutral archiving (VNA) system called Lexmark. X-ray and CT scan images are stored locally here.  
Note: VNA future state specifications will result from conversations with vendor.
- Support the ability to search and view case information, photos, X-rays, and keywords. This feature and practice shall provide a scientific basis for medical findings.
- Metadata (e.g. type of photo)
- Enforce security around confidential documents (DMEC photos, X-rays, and CT scans are not public).
- Capture an audit trail on searching, viewing, exporting, and sharing files; ensure originality and evidence of any tampering.
- Support the ability to set detailed-level permissions (e.g. individuals assigned to case) and to categorize cases by level of sensitivity.
- Provide functionality to grant user access.
- The system shall receive photos from cameras wirelessly (encrypted transmission; including field “point-and-shoots” and overhead camera at receiving).
- The system shall support the integration of all digital evidence storage locations, as dictated by staff workflows (including field technology).  
Note: Photos may be stored locally on phones, cameras, and investigator computers. Investigators also store photos on a shared drive per case number.
- The system shall support annotations, measurements, and additional applications to benefit staff (e.g. court preparation, education).
- The system shall support the creation of teaching and training modules.

## 5.6 Share Digital Evidence

### Purpose & Objectives:

Evidence is not released until a Final Mode of Death is determined, including digital evidence (e.g. copies of photos, or x-rays). Most cases will be in “Deferred” status when evidence is collected and inventoried. Evidence is held for varying amounts of time until the Final Mode is determined.

DMEC staff must confirm and validate proper authorization before sharing digital evidence with an authorized LEA or authorized Next of Kin (NOK)/person.

This use case captures the process leading up to and throughout the sharing of digital evidence. Across each step, the system shall ensure a consistent record of sharing the evidence with external parties.

### Actor/Role:

- Staff  
Note: Evidence Unit does not handle digital evidence. Digital evidence is current created and managed by the two bureaus collecting physical evidence; Operations and Forensic Medicine. For this reason, the actor of this use case is currently generalized to “Staff”.

### Process Owner:

- Chief Deputy Director (Chiefs of Operations, Forensic Laboratories & Forensic Medicine)

### Trigger Events:

- Law Enforcement Agency requests evidence (See Use Case: Manage External Request).
- Files may be ordered via subpoena.

### Pre-Condition:

- Final Mode has been determined by DME or LEA has requested evidence.
- Digital evidence is stored electronically and associated with the electronic case file.
- LEA has been notified of evidence.

### Post-Condition:

- All evidence has been shared and DMEC record has been updated.

### Use Case Flow:

1. Staff verifies evidence is ready to be shared and creates lists of evidence ready for “pick-up” (digital sharing). These lists are organized by LEA and case.
  - a. The system shall display Final Mode status and availability for evidence to be released (shared).
2. Staff shares digital evidence electronically with designated LEA associated with the case.
  - a. The system shall allow staff to share digital evidence electronically with LEA(s).
  - b. The system may generate a notification to LEA (“Evidence file ready to be shared...”).
  - c. The system shall track whether LEA has been notified of digital evidence release.
  - d. The system shall have the capability to record and track communication with LEAs.
  - e. The system shall record the desired method of release (digital evidence may be shared electronically via multiple channels).

**Alternate Flows:**

- Case Does Not Have LEA Case Number:
  - The system shall display whether an LEA is associated with the case, even if DMEC does not have the associated LEA case number (i.e. record of jurisdiction at scene).
  - The system shall display original location/jurisdiction of homicide investigation (e.g. projectile found at autopsy but gunshot was in another jurisdiction where LEA investigation started).
- Physical Copy of Digital Evidence Is Required:
  - Examples include but are not limited to:
    - Printed photos (DMEC has a photo processing lab)
    - CD-ROM
    - Flash Drives
  - Trigger Event: DMEC receives a service request to share evidence (e.g. subpoena).
  - Pre-Condition: DMEC Accounting knows how much to charge for requested item(s).
  - Staff creates copy of digital evidence. Action is tracked and each copy is given a unique identifier.
  - Creation of physical copies is a daily process. The items can be picked up by requesting agency the following day.

**Cycle Time & Performance Metrics:**

- Time duration between request for digital evidence and receipt of digital evidence
- Costs and volume of digital-to-physical requests

**Required Capabilities in Future State System:**

- Enable sharing of digital files between DMEC and external agencies (e.g. scene photo sharing with LASD)
- The system shall create a report of evidence available for release.
- The system shall have the capability to send notices including lists of evidence available for release or directly sending notice to LEA's case management system.
- The system shall track contact information for LEAs that receive evidence.
- The system shall have the capability to record DMEC staff member releasing evidence ("Audit" capability).
- The system shall have the capability to record any LEA case numbers associated to DMEC case numbers.
- Create physical copies of digital evidence upon request (e.g. print, CD-ROM).

## 5.7 Dispose of Evidence

### Purpose & Objectives:

The evidence possessed by DMEC, must be disposed in accordance with case-specific retention policies. This use case documents the process of evidence disposal when an item reaches expiration.

### Actor/Role:

- Evidence Unit Staff
- Note: It is assumed the physical copies of digital evidence do not need to be created unless requested but to be shared. If physical copies of digital evidence are created, then there is a retention policy. It is assumed the retention policy for digital evidence is to never dispose of the evidence.

### Process Owner:

- Chief of Forensic Laboratories

### Trigger Events:

- Evidence staff review inventory of physical evidence for potential disposal.  
Note: This information shall be regularly generated as a report.

### Pre-Condition:

- Evidence is in known location and associated with case file.
- Any associated parties' (e.g. LEAs, NOK) own retention/jurisdictional claims to evidence are known and past expiration.
- Daily report of evidence available for disposal is available for review.

### Post-Condition:

- Physical evidence is disposed.
- Digital evidence is retained – It is assumed digital evidence follows the retention policies of the digital case file (i.e. retained forever).

### Use Case Flow:

1. Evidence Unit Staff regularly sweeps evidence inventory for items ready for disposal.
  - a. The system shall provide a simple, ranked display of evidence items that have qualified for disposal (e.g. passed retention period). Item descriptions and locations are clearly displayed.
  - b. The system shall clearly list any associated LEAs or NOK parties that may have a claim to evidence.
2. Staff completes any necessary diligence/research on evidence associated to an LEA case number.
  - a. The system shall facilitate any necessary communication with an LEA point-of-contact by case number.
3. Staff confirms and locates evidence items that have passed expiration date. Staff disposes of evidence.
  - a. The system shall update evidence status as "Disposed".



**Alternate Flows:**

- Evidence Has Passed Retention Period, but Does Not Have Associated LEA Number:
  - Staff completes research on evidence without associated LEA case numbers.
  - The system shall allow staff to identify whether evidence has been thoroughly researched (previously) and no LEA case has been identified.
  - The system shall log attempts at contacting LEA and document any conversations confirming DMEC permission to dispose of evidence prior to disposal.

**Cycle Time & Performance Metrics:**

- Number of DMEC cases with evidence but no LEA case number
- Number of DMEC cases that end up being homicides but LEA claims they were never notified of homicide

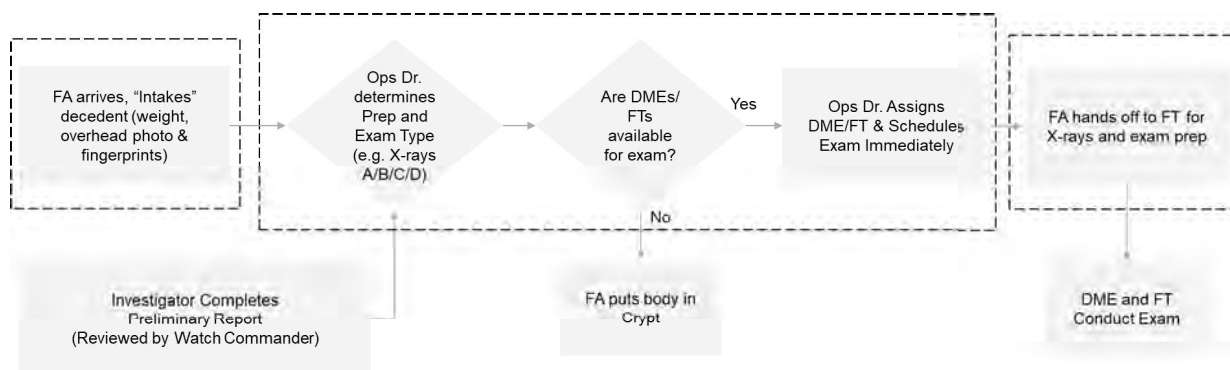
**Required Capabilities in Future State System:**

- Retention tracking for evidence
- History of associated LEA case numbers, contacts
- Final status post-disposal
- Audit capabilities

## 6.0 Autopsy/Exam & Medical Report

This section addresses use cases and requirements surrounding autopsy/exam processes in the lifecycle of a decedent case. These use cases cover (Figure 3) the time after decedent arrival at DMEC through the moment when the decedent's body is ready for release from DMEC.

**Figure 3. Exam Prep & Autopsy Flow Diagram**



This section covers the following use cases:

**Table 5. Autopsy/Exam & Medical Report Use Cases**

Use Case # - Use Case Name	Description
6.0 Autopsy/Exam & Medical Report	
6.1 – Unload and Check-In Decedent (“Intake”)	Forensic Attendant processes decedent through weight, overhead photo, and finger printing.
6.2 – Determine Prep Type & Assign Exam	Ops Doc uses case notes and preliminary report to manage DME/FT schedule.
6.3 – Update Autopsy/Exam Schedules and Notify Parties	Ops Doc monitors case and staffing updates in real-time to manage DME/FT schedule.
6.4 – Prep for Autopsy/Exam (including X-ray, CT & Exam Station)	Forensic Technical (FT) processes decedent through any X-rays or CT scans, and prepares for an autopsy with a DME.
6.5 – Conduct Autopsy/Exam, Draft Report (Ready for Release)	DME and FT conduct autopsy.
6.6 – Write & Complete Report	DME creates test orders and writes Medical Report.

## 6.1 Unload and Check-In Decedent (“Receiving”)

### Purpose & Objectives:

The goal of this use case is to check-in the decedent at DMEC’s Forensic Science Center (FSC). The Forensic Attendant (FA) who transports the decedent in a DSU van may be responsible for recording decedent weight, height, capturing overhead photo, and fingerprinting/conducting Live Scan of the decedent. Alternatively, there may be dedicated FA staff handling the check-in process. If the van driver FA follows his/her decedent case through check-in, an FA will prepare the decedent through hand-off to Forensic Technician (FT).

### Actor/Role:

- Forensic Attendant (FA)

### Process Owner:

- Chief Deputy Director (Chiefs of Operations & Forensic Medicine)

### Trigger Event:

- Decedent arrives at FSC.

### Pre-Condition:

- Case has been created in the case management system.
- FA has arrived with decedent in DSU van.
- FA is available to unload body and conduct receiving steps before autopsy/exam prep.
- Resources needed for check-in are functioning and available (e.g. weight station, X-ray machine).

### Post-Condition:

- Decedent has been weighed, overhead photographed, and fingerprinted.
- Supervising Deputy Medical Examiner (DME) (aka “Ops Doc”) has been notified that decedent has been checked in.
- The decedent is either in the crypt or has been passed directly to FT for pre-autopsy/exam preparation.
- Senior Doctor has made CT decisions for all bodies currently at DMEC.  
Note: For CT processing details, see Use Case: Prep for Autopsy/Exam (including X-ray, CT & Exam Station).
- Decedent status and location are up-to-date in system.
- If case prep is undetermined & Preliminary Report has been received by DME:
  - Ops Doc has determined that decedent should either be placed in crypt or transferred to FT for immediate preparation for exam (including X-rays, CT scans, and finger removal if needed). See Use Case: Determine Prep Type & Assign Exam.
  - Ops Doc has determined preparation (e.g. X-rays required (Y/N)) and made a preliminary determination of autopsy/exam type. See Use Case: Determine Prep Type & Assign Exam.

### Use Case Flow:

1. FA unloads decedent at FSC and records arrival of decedent.
  - a. The system shall record arrival of decedent at FSC. Check-in shall be facilitated via unique identifier on decedent (e.g. barcode or RFID).
  - b. The system shall update FA status and DSU vehicle status, as well.

2. FA weighs decedent and takes overhead photo.
  - a. The system shall track movement and completion of work at each station.
    - i. System records weight of decedent.
    - ii. System records/uploads overhead photo in real-time so it can be viewed by others. See Use Case: Manage Digital Evidence (Photos, X-rays, CTs).
3. If Transport takes decedent back to clear of artifacts, then case will jump directly to fluoroscope.
4. FA takes fingerprints of decedent and initializes a Live Scan search.
  - a. The system associates fingerprint file and Live Scan search results to case record.
  - b. For cases that cannot be fingerprinted, the FA refers the case for special processing. In special processing cases, fingerprint and palm print files are sent to the appropriate agencies (e.g. severely decomposed bodies).
    - i. The system shall allow a user to refer the decedent internally for special processing.
    - ii. The system shall allow a user to collect specimens from the decedent for further processing, including potential sending out external to DMEC, to assist in identification.
5. FA notifies Ops Doc that decedent is checked in and ready for further processing or exam. See Use Case: Determine Prep Type & Assign Exam.
  - a. The system updates status of decedent check-in.
6. If Ops Doc confirms DME availability and decides to process decedent for same-day autopsy/exam, then FA hands-off decedent to FT as directed by Ops Doc.
  - a. The system updates transfer of decedent from FA to FT.
  - b. See Use Case: Determine Prep Type & Assign Exam for list of DME statuses (Required Capabilities in Future State System section).
7. If Ops Doc decides to delay exam (or if Ops Doc is unavailable), then FA checks decedent into the Crypt. FA reviews system for available/recommended crypt location.
  - a. The system shall display available locations.
  - b. The system shall maintain inventory of all crypt locations and decedents (See EXCEL – SMTL 11042018).
8. FA—along with an associated supervisor and/or Ops Doc—conducts quality control check on “Receiving” processes and double-checks that the right bodies are in the right place(s). FA checks decedent into crypt location.
  - a. The system shall record decedent check in to crypt or FT’s workstation.
  - b. Note: Ideally, each crypt location shall have an electronic ID, so that FA staff can scan crypt location and barcoded toe tag, thus avoiding accidental misplacement.

**Alternate Flows:**

- FA Recovers Physical Property and/or Evidence During Check-In:
  - See Use Cases: Inventory & Manage Property and Inventory & Manage Physical Evidence. FA coordinates with Investigator, Property, and Evidence Staff as needed.
  - Such downstream additions to the decedent’s case record shall generate notifications for Investigator (who may be working on report writing, for example).
- Unidentified Decedent:
  - Case is escalated for follow-up with Identification unit.

- FA completes check-in processes, but likelihood of direct transfer to FT for autopsy/exam prep is reduced.
- The system shall track and highlight unidentified statuses prior to decedent being loaded into the crypt.
- See Use Case: Identification and Notification of DOE Cases.
- Decedent Arrives Overnight:
  - Weighing/overhead photo/fingerprints are still conducted upon arrival at FSC.
  - Decedent is placed in crypt (awaiting morning shift).
  - Case information is compiled with other overnight arrivals for morning staff to plan the day's autopsy/exam schedule.
- Case Requires Assessment by LEA at DMEC Facilities:
  - If case requires an on-premises assessment by a Law Enforcement Agency at DMEC, then the decedent must be held for a pre-determined time window. The courtesy of offering a time window for LEA assessment requires a "default" time (daily) to notify LEAs of decedents eligible for their assessment. In general, and to accommodate LEAs, this type of cases is typically scheduled first thing in the morning.

#### **Cycle Time & Performance Metrics:**

- Timestamps including, but not limited to the following:
  - Arrival, Receiving start ("unload"), Intake stages, Intake complete, FT prep start
- Case breakdown by prep type and exam type

#### **Required Capabilities in Future State System:**

- Automatically records timestamp for each physical stage of "Receiving".
- Communication between FA and Ops Doc, FT, DME is supported.
- The system shall track user information for each step of the receiving process (i.e. who weighed the decedent).
- The system shall update crypt location availability and occupant list/locations.
- Crypt location tracking is barcode-enabled.

## 6.2 Determine Prep Type & Assign Exam

### Purpose & Objectives:

DMEC shall classify all autopsy/exam types conducted at DMEC to promote case completion within NAME standards (48 hrs.). This use case documents processes performed by the Supervising Deputy Medical Examiner (DME) (aka "Ops Doc") to ensure autopsy/exam quality standards, support associated report completion, and proactively determine cause of death.

### Actor/Role:

- Ops Doc
- Supporting Actors: FA (intake (unload, weight, overhead photos, fingerprints)); Forensic Technician (FT); Supervising FT

### Process Owner:

- Chief of Forensic Medicine

### Trigger Events:

- Decedent has been "checked-in" to crypt or to FT workstation.
- Preliminary Report is completed and has been communicated to Ops Doc.

### Pre-Condition:

- Ops Doc knows DME and FT availability (incorporating pre-determined weekly schedules, real-time statuses, and on-duty staff skillsets).
- Ops Doc knows station availability and machine statuses.
- Ops Doc has access to Preliminary Report information from Investigator.
- Ops Doc has access to backlog case information (pre-autopsy/exam decedents in crypt).
- Ops Doc knows the cases that require Law Enforcement Agency (LEA) participation.

### Post-Condition:

- DMEs & FTs are assigned for exams. Decedent prep and expected exam complexity have been determined by Ops Doc. All cases are accounted for.

### Use Case Flow:

1. Decedent arrives at FSC and/or Preliminary Report info reaches Ops Doc. Ops Doc makes an initial decision of case complexity to determine what prep will be required of the FA and FT.
  - a. The system shall provide visibility to case notes in real-time, including the Preliminary Report. Alternatively, the Ops Doc may communicate verbally with the Investigator to better understand the situation.  
Note: It is assumed that the Investigator is available for this type of consultation in-person or via mobile phone.
  - b. The system shall alert associated parties and automatically update their schedules when the complexity of an assigned case's prep is determined.
2. Ops Doc further evaluates case information, check-in information, and/or Preliminary Report to determine anticipated exam type. Essentially, the Ops Doc creates the "work order".
  - a. The system input shall update schedules/statuses for staff, resources, and cases.
3. Based on availability and prep/exam complexity designation, the Ops Doc assigns cases to FT and DME staff.

- a. The system shall display an Ops Doc “Dashboard” view of exams currently being performed and scheduled to be performed, as well as unscheduled decedent cases for the day.
  - b. The system shall allow for assignment of cases to a trainee (fellow or resident) with DME supervision
4. Upon completion of the autopsy/exam, the Ops Doc reviews prep and exam outputs to assess whether complexity determinations were accurate and followed by medical forensic staff and enters the information into the case system.
- a. The system shall display and report on relevant data and highlight any discrepancies between designated prep and exam type and actual elapsed time result in alerts to Ops Doc (i.e. if a “simple” prep takes 2+ hours).

**Alternate Flows:**

- Backlog Cases:
  - The same procedure is followed by the Ops Doc to classify and schedule necessary prep and autopsy/exam for any backlog decedents (e.g. bodies that arrived overnight).
- Case Complexity Changes Mid-Prep and/or Exam:
  - FT and DME must have functional capability to update status, extend prep and/or autopsy/exam expected time, and escalate issues to the Ops Doc.
  - Ops Doc should have ability to shuffle FT/DME staff as needed throughout the day.

**Cycle Time & Performance Metrics:**

- Accuracy of prep type determinations
- Accuracy of exam type determinations

**Required Capabilities in Future State System:**

- Case Management System needs capability to create weekly/monthly schedules for all medical forensic staff.
- Ops Doc must be able to update status (e.g. no-shows).
- The system shall provide “Dashboard” functionality to display availability and automatically update statuses at time of assignment.
- DMEs/FTs must be able update their own status (including via terminal on autopsy/exam service floor; multiple terminals available).
- In any case of verbal communication between Ops Doc and Investigator, a memorialized, digital record must be maintained in the system.
- DME statuses may include, but are not limited to (visible to Ops Doc for start of day and mid-day scheduling purposes):
  - Ready for Autopsy/Exam Assignment
  - Conducting Autopsy/Exam
  - Busy – Report Writing (Note: This time must be protected.)
  - Busy – Paperwork Day
  - Busy – Other
  - Busy – Court/Appointment\*
  - On-Duty as Duty Doctor

\*Note: Doctors frequently get scheduled for non-urgent appointments (e.g. family member calls to discuss autopsy results). Most are scheduled in the afternoon, but may cause a restraint on number and complexity of cases to be assigned for the day. To the extent possible—and as a preference—Subpoena Desk staff should try to schedule non-urgent appointments on days when the impacted DME is on his/her Duty Doctor shift (“Duty Doctor day”) or paper day.

- FT statuses may include, but are not limited to (visible to Ops Doc for start of day and mid-day scheduling purposes):
  - Preparing Workstation
  - Ready for Autopsy/Exam



## 6.3 Update Autopsy/Exam Schedules and Notify Parties

### Purpose & Objectives:

The Supervising Deputy Medical Examiner (DME) (aka “Ops Doc”) shall work proactively to anticipate and classify decedents’ required prep and autopsy/exam processes. However, he/she must also manage the medical forensic staff schedule throughout the course of each day. This use case documents the Ops Doc’s responsibilities around managing an efficient autopsy/exam schedule as DMEs and Forensic Technicians (FTs) may experience changes in availability and status—both expectedly and unexpectedly.

### Actor/Role:

- Ops Doc
- Supporting Actors: DME, FT, Supervising FT

### Process Owner:

- Chief of Forensic Medicine

### Trigger Events:

- Unanticipated, priority decedent case arrives at DMEC.
- Exam schedule and/or DME/FT status altered due to unforeseen case complexity/priority change.
- Mid-shift DME/FT availability changes (e.g. illness).  
Note: These changes may be communicated directly by medical forensic staff to Ops Doc, or observed in background review by Ops Doc.
- Two-hour interval alarm goes off (Ops Doc revisits his/her dashboard and classifies exams/autopsies as permitted by on-duty FT/DME availability).

### Pre-Condition:

- Ops Doc knows DME and FT availability (incorporating pre-determined weekly schedules, real-time statuses, and on-duty staff skillsets).
- Ops Doc knows station availability and machine statuses.
- Subpoena Desk staff have tried to schedule all non-urgent DME appointments on “Duty Doctor days” (thus freeing up maximum time for autopsies/exams and urgent appointments).

### Post-Condition:

- Schedules have been updated.

### Use Case Flow:

1. Ops Doc identifies an ongoing or upcoming conflict in staff and exam/autopsy schedule.
  - a. The system shall record a temporary “Schedule Conflict” flag on case record.
  - b. The system shall notify involved staff that conflict is recognized and under review by Ops Doc.
2. Ops Doc communicates directly with affected staff (e.g. previously assigned DME who had to leave mid-shift and pre-autopsy/exam due to illness).
  - a. The system shall create a record of each interaction and associate it to the case record.
3. Ops Doc reviews his/her options for rescheduling and/or reassigning the affected decedent case for autopsy/exam.
  - a. The system shall provide an intuitive, informative “Dashboard” display to support Ops Doc efforts in shifting and arranging autopsy/exam schedule.

4. Ops Doc enters updates once a resolution plan is identified.
  - a. The system shall update decedent case record and status, as well as affected staff statuses.
  - b. The system shall notify Ops Doc when newly assigned FT/DME confirms receipt of autopsy/exam schedule update.

**Alternate Flows:**

- Ops Doc Is Unable to Resolve Schedule Conflict:
  - In cases where current staff availability prevents the Ops Doc from resolving and rescheduling a decedent autopsy/exam, the system shall all him/her to escalate the issue to internal and external parties who may be impacted by the delay.
  - If an exam cannot be completed during the assigned shift, then the decedent is moved to the crypt. Ops Doc will review up-to-date case information to ensure that progress is not lost between “stop” point and eventual “re-start” point. The system shall track these cases as “backlog” to be scheduled for continued exam.
  - The system shall flag significantly delayed cases and record reason for delay (as entered by Ops Doc and/or DME).

**Cycle Time & Performance Metrics:**

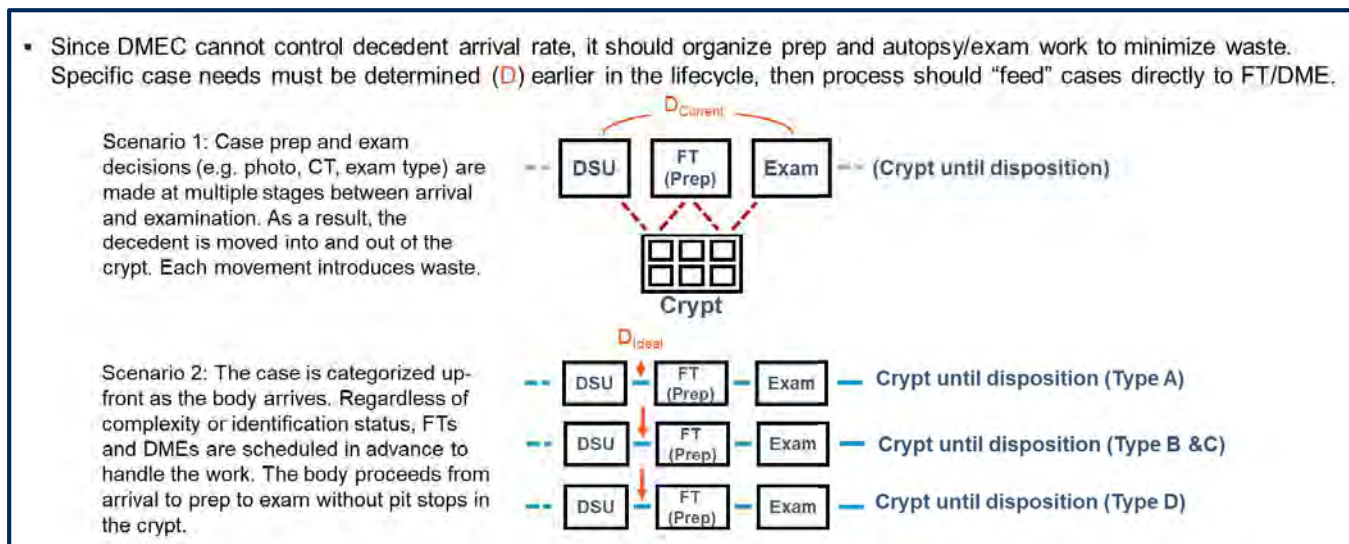
- Issue resolution time
- Staff utilization
- Staff delays by type and individual

**Required Capabilities in Future State System:**

- The system shall provide contact information and visibility to staff location/status.
- “Dashboard” view of current decedent cases and FT/DME staff availability (current and near term).
- The system shall measure anticipated conflicts at varying degrees of severity (e.g. “Yellow Alert: DME Smith has two autopsy/exams scheduled with less than 30 minutes between them”, “Red Alert: DME Jones is scheduled to begin autopsy/exam in 10 minutes and has not updated status to ‘Ready for Autopsy/Exam Assignment’”).

## 6.4 Prep for Autopsy/Exam (including X-ray, CT & Exam Station)

Figure 4. Illustration of Autopsy/Exam Prep Lines to Minimize Crypt Movement



### Purpose & Objectives:

As soon as check-in procedures are completed by the Forensic Attendant (FA), the case is handed to a Forensic Technician (FT), who conducts a series of preparatory steps in advance of autopsy/exam. The level of detail of this prep is determined on a case-by-case basis by the Ops Doc (ideally prior to decedent arrival to FT; See Use Case: Determine Prep Type & Assign Exam). This use case follows all prep processes until Deputy Medical Examiner (DME) is ready for the examination.

### Actor/Role:

- Forensic Technician (FT; aka “Exam Tech”)
- Supporting Actors: Dedicated FTs for photography, X-ray, fingerprints

### Process Owner:

- Chief of Forensic Medicine

### Trigger Events:

- Supervising FT receives assignment from Ops Doc and assigns FT (and DME) to decedent.

### Pre-Condition:

- Decedent has arrived at Forensic Science Center (FSC), post-receiving.
- Preliminary Report information is available to Ops Doc.
- Ops Doc has made decision on prep type and exam type based on Preliminary Report.

### Post-Condition:

- Decedent is ready for autopsy/exam.
- Decedent has been moved to Exam station.
- Exam Station is prepared and ready for DME to begin exam.

### Use Case Flow:

1. Forensic Attendant (FA) delivers decedent to assigned FT, who scans decedent into his/her custody.
  - a. The system shall confirm chain of custody transfer and records timestamps.
  - b. The system shall update case, FA, and FT availability statuses.
2. If applicable, FT delivers decedent to X-ray tech and X-rays are collected. See Use Case: Determine Prep Type & Assign Exam for DME determination process for X-ray requirement.
  - a. The system shall alert FT within case record view if X-ray is required.
  - b. The system shall provide visibility into X-ray equipment and support staff availability. If either are limited to point of interference with case prep, then issue is escalated to Ops Doc.
  - c. The system shall allow an authorize user to confirm required imaging has been completed (e.g. x-ray, CT and Live Scan).

Note: Same sequence applies for CT and Live Scan (when required).
3. FT prepares autopsy area, equipment, and forms (electronic).
  - a. Forms are automatically uploaded within the case file and displayed intuitively.
 

Note: This is empowered by Preliminary Report information and—eventually—final Investigative Summary Report information.
4. FT rolls decedent body to available autopsy/exam space and updates the location.
  - a. The system shall provide the capability to track decedent location and real-time status of staff and resources.
5. FT conducts additional prep. Note: Timing of label printing is subject to DME preference and may be up for policy discussion. In some cases, FT will create labels ahead of time for standard collections and as specimens are collected. FT is capable of basic troubleshooting through common label printer issues and raw material (label/ribbon) reinstallation.
  - a. The system shall provide user-friendly interface, prompting FT to complete necessary steps and collect necessary prep information (e.g. measurements of body, equipment checklist for autopsy/exam).
  - b. The system shall pull specific data from prep entry to populate downstream reports.
  - c. The system shall have the capability to print barcoded labels.
6. FT suits up for autopsy/exam.
  - a. The system shall provide visibility into assigned DME's schedule and location around expected start time.
  - b. The system shall alert DME and provide station location and start time info.
  - c. The system shall log confirmation from end of prep (by FT).

### Alternate Flows:

- Unanticipated Delays within Prep Stages (e.g. unforeseen complexity):
  - FT updates case and his/her own status in system.
  - Ops Doc receives alerts and manages schedule updates (See Use Case Determine Prep Type & Assign Exam).
- FT Shift Ends Shortly After Prep Concludes, New FT Assigned for Autopsy/Exam:
  - The system shall support transfer of assignments between Prep and Autopsy/Exam.

- Ops Doc is alerted for such cases, as early as possible.
- FT Is Assigned to Multiple Autopsy/Exam Case Prep Simultaneously:
  - The system shall notify Ops Doc of parallel prep responsibilities.
  - The system shall support clear distinctions between cases to minimize incidents of confusion.
- FA Unable to Recover Prints from Live Scan:
  - Supervising FT and dedicated FT assess alternative methods to recover prints.
  - If no Live Scan, then ink.
  - If ink doesn't work, then FT shall flag the case for chemistry process (fingerprint specialist requested).
  - Body is moved to "In Chemistry" status, held at crypt.
- Additional prep time may be required for the following:
  - Sexual assault kit
  - Criminalist consultation
  - Dental consultation
  - Culture bottles and paperwork, cassettes, additional storage containers

Note: Ops Doc might have opportunities to identify these additional needs and contact associated parties (e.g. Criminalist) ahead of time.

#### **Cycle Time & Performance Metrics:**

- Elapsed time between various stages of prep
- Breakdown of prep type (simple vs. complex); accuracy of determinations
- Equipment utilization and downtime reported data

#### **Required Capabilities in Future State System:**

- Chain of custody support
- The system shall provide barcode technology for FT acceptance and movement of decedent across various stages of prep, including receipt from FA.
- Chain of evidence tracking for any specimens/items involved in decedent's exam
- Timestamps across individual prep stations
- Prep station status capability
- Ops Doc and assigned DMEs' visibility into case statuses ("Dashboard" view)
- Autopsy/exam room equipment to support form entry, case info visibility and integrate with report writing (including populated data from Preliminary Reports, as approved by Ops Doc).
- System provides DME/FT team with access to X-ray files and studio photos (which are uploaded in real-time).
  - Note: A future state document/content management system may be pursued to strengthen the storage and management of digital files associated with a case (including X-ray and CT scan image files). Any instance of a centralized repository granting visibility/access to multiple divisions must also support audit trail functionality (i.e. track chain of custody). Additionally, the system shall support image file annotations, measurements, and additional applications for court preparation and/or staff education, while also preserving the original image files and tracking modifications (date, user). Finally, the system shall support keyword tags and search functions to provide a scientific basis for medical findings.

- Internal messaging supported to flag follow-up items and notify users who need to complete an associated process (e.g. DME notices bite marks during autopsy, notifies specialist to report to service floor for assessment).
- User profiles to capture and communicate preferences as they relate to autopsy/exam processes (e.g. “Dr. Smith prefers for FT to print standard labels prior to autopsy/exam”).
- Support specialist requests.

## 6.5 Conduct Autopsy/Exam & Make Ready for Release

### Purpose & Objectives:

This use case documents the completion of an autopsy/exam to the extent required for a given decedent case. Deputy Medical Examiner (DME) and Forensic Technician (FT) staff resources and equipment/space resources are tracked, monitored, and updated over the course of the autopsy /exam. This use case also encompasses DMEs ordering any Consults, drafting of the medical report and any final “wrap-up” steps to prepare decedent for eventual release.

### Actor/Role:

- Deputy Medical Examiner (DME)
- Supporting Actor: Forensic Technician (FT)

### Process Owner:

- Chief of Forensic Medicine

### Trigger Events:

- FT has prepared the body and exam station and has notified the assigned DME.

### Pre-Condition:

- Decedent is ready for autopsy/exam.
- DME is assigned an autopsy/exam, either from the backlog of decedents awaiting examination or in the form of a new case.

### Post-Condition:

- Autopsy is complete.
- Consults have been requested.
- Specimens and test orders have been submitted to lab.
- Draft Medical Report is complete.
- Decedent is ready for release.

### Use Case Flow:

1. DME acknowledges autopsy/exam assignment.
  - a. System provides simplified visibility into pertinent case details (e.g. Preliminary Investigative Report info, scene photos, case notes, assigned FT info, prescribed exam type – per Ops Doc).
2. DME confirms autopsy/exam type and confirms unique identifier of decedent. (Note: The following level of detail is determined by the level of required examination – i.e. some exams will not require creation of specimens).
  - a. The system shall update case status to “Active” and start the autopsy/exam “clock” (external examination).
  - b. The examination time shall be broken up into “external examination” and “internal examination”. This will allow detailed tracking of how long each section takes to complete. For example, an external examination of a 30+ gunshot wound may take more than two hours, while an overdose case may only require 10 minutes.
  - c. The system shall record how long different exams take based on exam types (e.g. A, B, C) and injury descriptions.
  - d. The system shall allow a user to update an estimated duration for standard exam types so as exam types are identified the system can estimate exam schedules and DME workloads.

3. DME notes in the system when he/she starts and completes both “external examination” and “internal examination” portions of the autopsy/exam.
  - a. The system shall allow FT to assist in making case time entries mid-exam.
4. DME/FT creates specimen labels and prints (subject to DME preference and FT system access).
  - a. The system shall create labels including barcodes.
5. DME instructs FT to open body and remove the organs. Organs are weighed and information is recorded.
  - a. The system shall allow staff to use touch screens to enter information into the system.
  - b. The system shall auto-populate downstream forms and medical report with information entered during the exam.
  - c. The system shall provide checklists and standard forms for different types of autopsies, decedents, and anatomy of decedents.
6. DME/FT labels specimens and stores them. DME/FT confirms which specimens were collected from decedent and updates the case file. In addition to specimen support, FT shall also assist DME in labeling medical/physical/projectile evidence for time efficiency. Note: Labeling bullets after the autopsy can add an additional hour to case processing.
  - a. The system shall have the capability to update status (and list) of associated specimens and their locations.
7. DME/FT alerts Forensic Lab of test orders. See Use Case: Send Test Orders.
8. DME requests consult(s).
  - a. The system shall allow staff to create requests for consults on a case including but not limited to;
    - i. Radiology Cons (DMEC writes a note to a remote radiologist, transmits X-ray files, receives his/her consultation electronically)
    - ii. Eye Path Cons
    - iii. Brain – Neuro consult or DME to cut (typically conducted at DMEC)
9. DME/FT finishes autopsy/exam.
  - a. The system shall allow staff to indicate an autopsy /exam has been completed by electronic signature.
10. DME records that the decedent is ready for release and enters cause of death.
  - a. The system shall update the case record and capture time when decedent was identified as ready for release.
  - b. The system shall capture “Preliminary Notes” snapshot of DME autopsy notes at time decedent is ready for release.
  - c. The system shall allow staff to indicate a cause of death for the decedent.
11. DME/FT hands off custody of decedent and/or processes decedent in to crypt.
  - a. The system shall track crypt location of decedent.

#### **Alternate Flows:**

- FT Is Assigned to Multiple Autopsies/Exams Simultaneously:
  - The system shall require confirmation of decedent identifier to minimize confusion of data entry between cases.
  - The system shall allow an FT to work on multiple cases at a single point in time. If there is a need to assign multiple autopsies to an FT, the system shall prioritize assignment of multiple autopsies with the same DME to an FT (i.e. DMEs/FTs are assigned to autopsies in teams).
  - Ideally, this alternate flow shall only apply in cases where an FT is assigned to multiple autopsies/exams under a single DME. As a rule, technicians should not



- have overlapping tasks with multiple doctors. This typically results in errors and waiting.
  - The system shall prevent doctors from being assigned or starting work on multiple exams at one time.
- FT Is Assigned to Additional Tasks (e.g. dishwashing):
  - In addition to exam/autopsy responsibilities and assignments, the system shall support non-exam/autopsy responsibility scheduling. The Supervising FT manages these actions in a similar fashion to FTs' autopsy/exam assignments. See Use Case: Update Autopsy /Exam Schedules.
- Pregnant Decedent:
  - When an unborn child is delivered in the autopsies/exam, FTs will call control desk and create a new case. DME/FT team experiences an unanticipated second autopsy/exam because of the initial one. Notifications section and DSU must be notified so that both individuals may be released. Both cases shall be linked to facilitate tracking and follow-up (e.g. NOK processes).
  - Ops Doc manages schedules as needed.
- Autopsy /Exam ends and DME identifies the need to hold the decedent (not release).
  - The system shall allow staff to indicate that exam has been completed but decedent is not ready for release.
- Autopsy /Exam ends and DME has not identified a Cause of Death.
  - The system shall allow staff to indicate that a decedent is ready for release but no cause of death has been identified (i.e. "Deferred" status).
- DME Requests Consultations – See Form 15 for different consult requests.
  - At various points of autopsy/exam, the DME may order consult requests.
  - The system shall generate notifications and provide confirmation when consults are accepted or scheduled.
  - The system shall identify cases with pending consult requests.
  - The system shall identify when a consult request has been fulfilled.

#### **Cycle Time & Performance Metrics:**

- Autopsy/exam duration by case type
- Autopsy/exam stage durations within overall time of autopsy/exam
- Error incidents (e.g. switched specimens)

#### **Required Capabilities in Future State System:**

- The system shall support voice-to-text and similar capabilities.
- The system shall provide and support an electronic evidence log.
- "Ready for Release" button, hit by DME post autopsy/exam to signify NAME clock stop
  - Functionality should be available to DMEs at service floor.
- The system shall alert DME when cases are assigned, including anticipated schedule impact for the day (e.g. body expected to arrive at 14:00, exam type B anticipated (2 hours to complete), next available at approximately 16:10).
- The system shall allow DMEs to order consult requests and assign them to specialized DMEs or consultants.
- The system shall provide the capability to interface with EDRS when EDRS is ready to support such integration.

## 6.6 Write & Complete Autopsy Report

### Purpose & Objectives:

The Deputy Medical Examiner (DME) writes a Medical Report for each assigned autopsy/exam. This use case documents processes associated with the report writing.

The timeline of Medical Report writing is particularly relevant to DMEC's NAME accreditation efforts. The NAME target is to complete 90% of reports within 90 days.

### Actor/Role:

- DME
- Supporting Actor: Ops Doc

### Process Owner:

- Chief of Forensic Medicine

### Trigger Events:

- Autopsy/exam is complete. Test results may be provided.

### Pre-Condition:

- Investigator has completed Preliminary Report.
- FT/DME have entered information during autopsy/exam.

### Post-Condition:

- Final Medical Report is complete.

### Use Case Flow:

1. DME follows-through on assigned decedent case, or pulls case from pool requiring report writing.  
 Note: The Medical Report may be written and signed same-day as autopsy/exam (no additional pieces needed). However, the more likely scenario is that the DME cannot complete his/her report that day because the case is waiting for additional information (e.g. police report, toxicology, medical records, histology, specialty consult(s)).
  - a. The system shall clearly display pending case statuses and reasons for delay/missing pieces. This information should be displayed to both DME, Senior DME and Public Services staff.
  - b. The system shall display turnaround time since examination (eg green button for less than 60 days, yellow button for past 60 days, and red button for past 90 days)
  - c. The system shall have push notifications for completed ancillary reports/request
  - d. The system shall generate an electronic signature with a timestamp upon report completion.
2. DME begins writing Medical Report.
  - a. The system shall reflect DME status as "Busy – Report Writing".
  - b. It is anticipated that the system shall have standardized report templates for different types of autopsy/examination and it is further assumed that the system can pre-populate key pieces of the report from already collected case data {e.g. name, circumstances of death, type of autopsy performed, test results, decedent weight, decedent height, decedent BMI (via built in calculator) decedent eye color}.

- c. The system shall have modules to develop a report depending on the extent of examination (e.g. external examination, internal examination, evidence of injury, cause of death/manner of death entry, summary and opinion, neuropathology consult etc).
  - d. The system shall have modules that differentiate an adult examination from a pediatric examination {eg. External examination (adult/pediatric), internal examination (adult/pediatric) etc}.
  - e. The system shall have examination modules that can incorporate DME specific templates into a free text box.
  - f. The system shall reflect review status of ancillary reports (e.g. toxicology, consult reports etc) by DME.
  - g. The system shall provide a case dashboard with links to review photos, investigator reports, toxicology and radiology while working on the examination report.
  - h. The system shall have a single entry for cause and manner of death that auto populates in other areas of the system to prevent multiple manual entries
  - i. The system shall have digital diagrams that can be drawn on, with each drawing having a separate free text box with heading linked to it. See DMEC's inventory of paper forms for current diagrams (e.g. adult and pediatric protocols).
  - j. The system shall have the ability to schematize autopsy photographs which can be annotated.
  - k. The system shall have the ability to scan and upload bar coded documents to allow flexibility in using a digital report versus hand written.
  - l. The system shall have the capability to search all examination reports for key words.
  - m. The system shall have the ability to create a miscellaneous form for DME notes (separate from case notes) that is with the electronic case file but not automatically disseminated upon request for the examination report.
3. DME completes writing Medical Report, confirms that no further processes are needed, and hits "Ready for Review" button.
    - a. The system shall perform completion check to verify all outstanding requirements have been completed (e.g. cause and manner of death, test results reviewed)
  4. DME reviews and approves Medical Report.
    - a. The system shall capture timestamp and eSignature.
    - b. The system shall generate an alert to Ops Doc whenever DME completes a report.
    - c. The system shall allow authorized users to check the status of report completions.
    - d. The system shall also generate alerts when cases' medical reports have not been submitted after a pre-determined length of time (from time of prep end).

#### **Alternate Flows:**

- Items may be pending, preventing completion of the Post Mortem Report.
  - The DME may request items after the autopsy/exam is completed.
    - These requests shall produce queues for the user responsible for follow up items
  - See Use Case: Conduct Autopsy/Exam, Draft Report (Ready for Release).
  - The system shall track pending items after exam including but not limited to:
    - Investigator Follow-Up:
      - Police Report

- Medical History
- Investigations
- Admission blood
- Forensic Medicine Follow-Up:
  - Radiology Cons (DMEC writes a note to a remote radiologist, transmits X-ray files, receives his/her consultation electronically)
  - Eye Path Cons
  - Brain – Neuro consult or DME to cut (typically conducted at DMEC)
  - Other - histopathology is sent out (samples go out for blocks/slides, which come back from an external party)  
Note: Testing is not limited to those items listed on Form 15.
- Forensic Laboratory Follow-Up:
  - Tox for Cause of Death (COD)
  - Tox for Rule-Out (R/O)
  - Microbiology
  - Criminalistics – Gunshot Residue (GSR), Sexual Assault, Other
- **Trainee DME**
  - DMEs in training can complete Medical Reports. In these cases, the report will be forwarded to the respective Supervising DME for review and approval.
    - The system shall have a Supervising DME review and approve Medical Reports completed by trainees.
- Death Becomes Homicide:
  - DMEC will notify Law Enforcement Agency (LEA).
  - The system shall support push notification capabilities to notify investigators. Notifications may be generated for such events as updating case status to homicide, request for information, etc.
- Auditing & Quality Assurance
  - Periodically, a Supervising DME will pull completed case records to review the quality of the work.
    - The system shall support random sampling of completed cases.
    - The system shall support assignment and tracking completing of a quality assurance review task on completed cases.

#### **Cycle Time & Performance Metrics:**

- Report writing timelines
- Categorization of any reasons for delayed report completion

#### **Required Capabilities in Future State System:**

- The report forms shall be integrated with upstream processes. Screens shall display existing information within the form.
- The system shall have the capability to change report status and automatically notify Ops Doc of reports requiring his/her review.
- The system shall track all follow-up processes requested for an ongoing decedent case.
- The system shall allow a DME's direct supervisor to monitor the status of his/her case work. This will provide greater visibility into which doctors are having trouble finishing their reports. Note: A DME's supervisor is not necessarily the Ops Doc.



## 7.0 Process Specimens & Test Orders

This section addresses use cases and requirements surrounding the forensic laboratory and the case management processes. Specifically, it documents the processing of decedent case specimens and evidence to fulfill the needs of medical and investigative staff.

Multiple items may be pending at the end of autopsy/exam. Follow-up may be required from Investigations, Forensic Medicine, and/or Forensic Laboratories.

It is assumed that the Department will pursue a separate Lab Information Management System (LIMS) to manage specimens, interface with lab robotics and instruments and process run/batch results into specimen test results per case (this includes replacing the Access database). This LIMS would interface with the department-wide case management results for the hand-off of specimens and test orders and communication of test results.

Note: Outside agencies may request Gun Shot Residue (GSR) analysis. External agencies may drop-off evidence for DMEC to test. DMEC will test and provide the results, return the evidence and send a bill to the outside agency (See Use Case: Manage External Request). Outside agencies may also request analysis of tools and/or toxicology testing.

This section covers the following use cases:

**Table 6. Process Specimens & Test Orders Use Cases**

Use Case # - Use Case Name	Description
7.0 Process Specimens & Test Orders	
7.1 – Send and Request Test Orders (Toxicology, GSR, Tools, etc.)	DMEs send test orders alongside decedent specimens for laboratory processing.
7.2 – Receive Specimens and Test Orders	Criminalists in the forensic laboratory receive specimens and corresponding test orders from DMEs.
7.3 – Process Specimens, Evidence & Generate Test Results	Criminalists process specimens/evidence, coordinate external processing, and return test results to DMEC staff.

### 7.1 Send Test Orders (Toxicology, Histology, Medical Evidence, Tool Marks, etc.)

#### Purpose & Objectives:

Deputy Medical Examiners (DMEs) may request the Forensic Laboratory to conduct testing to gain insight into the cause of death of a decedent.

#### Actor/Role:

- DME  
Note: Test requests may also originate from external sources (see Use Case: Manage External Requests).

#### Process Owner:

- Chief of Forensic Medicine

**Trigger Events:**

- Autopsy/exam is complete. Case requires post-examination follow-up, as determined by assigned DME.

**Pre-Condition:**

- Specimens have been collected and labeled.
- Test order has been submitted.

**Post-Condition:**

- Lab has received Test Orders.

**Use Case Flow:**

1. DME reviews autopsy notes and specimens collected during autopsy/exam.
  - a. The system shall display a list of specimens collected at autopsy. Specimens can include, but are not limited to the following:
    - i. Blood: Heart, Femoral (with Technique identified), or Other (specification needed)
    - ii. Stomach contents
    - iii. Vitreous
    - iv. Spleen
    - v. Kidney
    - vi. Bile
    - vii. Liver
    - viii. Urine (with Glucose dipstick result identified)
2. DME determines test orders and requests the lab to perform (or send out) the tests.
  - a. The system shall allow DME to identify tests to be conducted on various specimens, create a test order, and send test orders to the Forensic Laboratory. Laboratory tests may include but are not limited to the following:
    - i. Histology: Regular or Oversized and whether the Histopathology was cut in the Autopsy or the Lab (Histopathology test orders will include the type of staining and slides requested by DME)
    - ii. Screens: C, H, T, S, D
    - iii. Alcohol only
    - iv. Carbon monoxide
    - v. GSR
    - vi. Tool mark
    - vii. Bite mark
    - viii. Other: (specify drug and tissue)
  - b. A test order applies to the "whole decedent". The laboratory system (and staff) shall decide which specimen(s) to use for a given test.
  - c. Tests and orders of tests must link to decedent case number.
3. DME reviews whether any additional test orders or requests are needed and confirms initial round of testing.
  - a. The system shall allow staff to confirm that all initial round tests have been ordered for the specimens collected.
  - b. The system shall also distinguish various rounds of toxicology testing as requested by the DME
4. The system shall indicate if admission blood from the hospital is available (at DMEC, or in process or retrieval) for testing

**Alternate Flows:**

- No Toxicology test orders may be made after examination (“You always send specimens, but may not send requests.”).
  - The system shall display if no test orders were made after examination.
- Admission blood may be collected from a hospital.
  - Admission blood is collected by DSU with the body, but stored in a separate drop-off area within the crypt. Blood should not be sitting with the body.
  - While it is ideal to test the blood as soon as possible, the forensic laboratory will not run tests until they receive input from the DME.
- Specimens may be collected from the organ and tissue procurement agency
  - The system shall allow receiving and identification of specimens collected from the organ and tissue procurement agency.
- Medical evidence may be collected and need to be tested.
  - The system shall allow staff to identify if medical evidence has been logged for the case.
  - Medical evidence and paraphernalia are occasionally tested (e.g. “mystery pill” in cases where initial testing does not determine cause of death).
  - Some medical evidence collected by DMEs during autopsy may be sent to lab for testing.
  - DME would submit test order for medical evidence after reviewing case notes.
- Tool Mark Analysis:
  - Specimen is collected, logged, and tracked.
  - Test/evaluation request shall be built into system.
  - Tool Chain of Custody Form tracks transfer between external evidence-controlling party (Law Enforcement Agency) and DMEC counterpart.
  - Tissue – See Tissue Chain of Custody Form
  - Doctor shall be notified of external tool mark analysis.
- Gun Shot Residue:
  - GSR kit is collected (from Investigator or Forensic Attendant; pre-autopsy/exam), logged, and tracked on Evidence Log.
  - GSR requests for analysis are often received from detectives or District Attorney.
  - GSR Chain of Custody Form – Coroner, Outside GSR (OGSR; received via FedEx, hand-delivered)
  - GSR Case Processing Form – Rule /Out (R/O) arrives with outside kits. Form lists who is requesting it and whom to bill.
  - System shall track the number of requests received (number of kits and number of samples) and number of cases worked on.
  - System shall be able to report status of individual tests and all tests.
- Requested Material on Pending Cases:
  - Police Report
  - Med History
  - Investigations
  - Radiology Cons



- Eye Path. Cons
  - Brain – Neuro consult or DME to cut
  - Tox for COD
  - Tox for R/O
  - Microbiology (sent to LAC USC or Public Health labs (specimens and test orders); time sensitive; handled independently of other reports; results are received, checked by DME)
  - Criminalistics – GSR, Sexual Assault (notification of collection by DMEC criminalist; tested externally), Other
- External test requests may be required due to exposure (e.g. first responder is exposed to decedent's blood).
    - These requests are also received by DMEC's laboratory.
  - DME may request STAT test for carbon monoxide
    - The system shall support this request. Specimens and test request will be sent ahead of other specimens and test requests.

#### **Cycle Time & Performance Metrics:**

- Time between specimen receipt by lab and test order receipt
- Time duration of all types of testing
- Volume of follow-up test orders

#### **Required Capabilities in Future State System:**

- Support time and date blood was taken. Note: If blood is retrieved from a hospital, then the system shall also indicate whether it is admission blood.
- The system shall record Medical Record Number (MRN) of the decedent.
- The system shall display which procurement samples are available.
- DMEC LIMS will not need to integrate with every type of external lab processing. Case Management System should integrate. For example, microbiology results never pass through DMEC's lab, but DMEs need to view results.
- The laboratory system must support DME comments regarding prioritization of screens requested (in cases where specimen is limited) and preference of which specimens to test.
- The system shall support multiple follow-up process statuses and offer visibility of test statuses to DMEs and Lab staff (Case Pending (any Requested Material); Pending Investigative information; Pending Consultation; Pending Laboratory).

## 7.2 Receive Specimens and Test Orders

### Purpose & Objectives:

Forensic Medicine may create specimens and test orders for the Forensic Laboratory to test. The lab must track all specimens and test orders received.

### Actor/Role:

- Criminalist
- Note: Other lab staff may be involved such as evidence custodian, or lab technician.

### Process Owner:

- Chief of Forensic Laboratory

### Trigger Events:

- Specimens are received at the lab.
- Test orders are received at the lab.

### Pre-Condition:

- Specimens have been created and sent to the lab.
- Test orders have been created and sent to the lab.

### Post-Condition:

- The Lab has received and “checked-in” all specimens and test orders for a case.

### Use Case Flow:

1. Criminalist reviews specimens received, performs reconciliation, and checks them into the lab. Note: Evidence Custodian or Lab Tech may conduct this step of the use case flow.
  - a. The system shall allow staff to review all specimens collected and confirm receipt of specimens.
2. Criminalist reviews all test orders received.
  - a. The system shall display all pending cases with an autopsy assigned and if specimens have been collected.
  - b. The system shall display all pending test orders for each case and status.
3. Criminalist confirms receipt of all test orders. By confirming that test orders match specimens received, he/she can create a lab order to process specimens according to requests.
  - a. The system shall visually display test order and specimen lists as checked into the lab. The Criminalist shall benefit from a simple, side-by-side view to confirm that a case is ready for specimen processing.
  - b. The system shall provide relevant contact or processing instructions for external parties.

### Alternate Flows:

- Some specimens may be received and immediately sent out for external testing.
  - The systems shall allow staff to identify specimens have been sent out for external testing.
- Criminalist Finds Discrepancy Upon Specimen and Test Order Receipt:
  - Case specimens are put on hold. Lab communicates with DME.

- 
- In some cases, the system shall generate alerts automatically. For example, if lab staff scans and checks-in a specimen that the DME never claimed to have collected.

**Cycle Time & Performance Metrics:**

- Specimens received match specimens sent

**Required Capabilities in Future State System:**

- Facilitate communication between laboratory staff and medical staff (e.g. notice of discrepancies, additional testing required).
- The system shall support barcoding of specimens and test orders, association with case records, and up-to-date location and status tracking through duration of lab processes.
- The system shall send test orders to the lab (See Form 15).
- The system shall interface with a Lab Information Management System (LIMS) and send specimen test orders to the LIMS.

## 7.3 Process Specimens, Evidence & Generate Test Results

### Purpose & Objectives:

The Forensic Laboratory will process specimens and provide results against the test orders. Some processing will occur outside of DMEC facilities, but the Forensic Lab staff will track progress and manage expectations on behalf of Deputy Medical Examiners (DMEs) and other staff who may be waiting on results to complete case reports.

### Actor/Role:

- Criminalist

### Process Owner:

- Chief of Forensic Laboratory

### Trigger Events:

- Lab reviews instrument run data and posts a final result for the test order.

### Pre-Condition:

- Test Orders and specimens have been received by lab.

### Post-Condition:

- Lab has generated all requested test results and posted them.

### Use Case Flow:

1. Criminalist reviews lab testing raw data and determines if results are final.  
Note: Lab supervisor may need to approve test results and issue reports before they are released.
2. Criminalist posts final test results.
  - a. The system shall allow staff to send final test results for each case.  
Note: Different sections may be sent before others, within a single case.
  - b. The system shall interface with a LIMS to electronically receive test results (future requirements). In the short-term, the User shall be able to enter test results in the case management system and link to the case.
3. Criminalist confirms test results are posted.
  - a. The system shall display test results for each test order.
  - b. The integration of LIMS and case management system shall also provide a simplified view for Criminalists and DMEs who may want to view all results on a case-specific basis.

### Alternate Flows:

- Tool mark analysis and other specialized processing within Lab

### Cycle Time & Performance Metrics:

- Turnaround time by test order type
- Volume of cases awaiting results

**Required Capabilities in Future State System:**

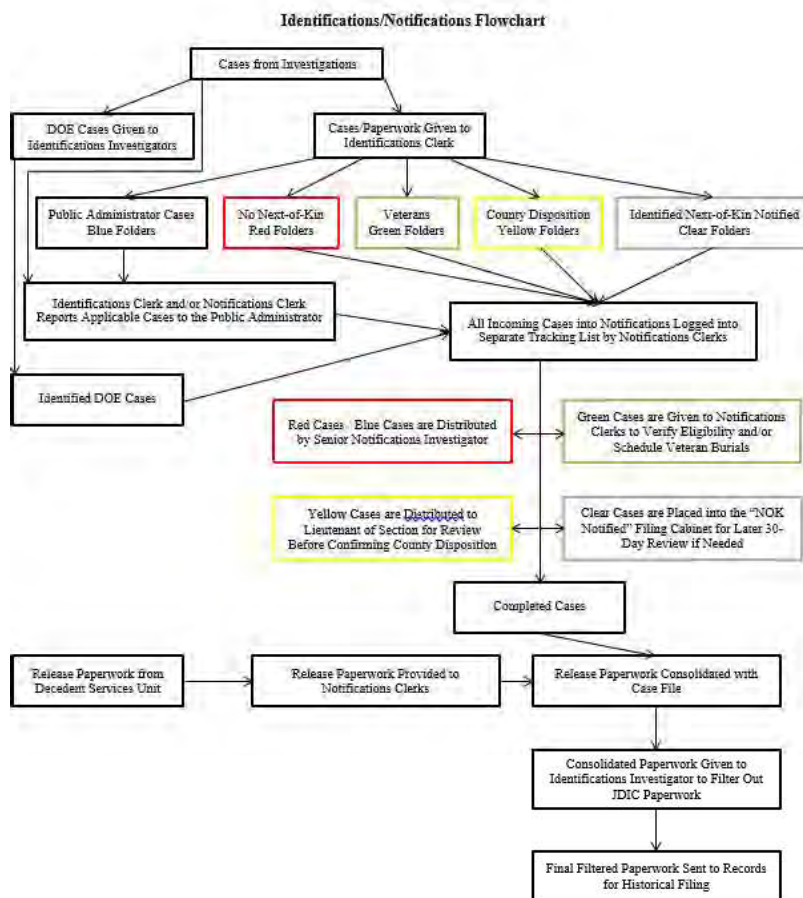
- The system shall track testing duration and projected time/date of results. This information shall be visible to all concerned parties (e.g. DME).
- The system shall notify DMEs when lab results are generated and released by lab staff.
- The system shall track work conducted (including volunteer hours).
- The system shall produce a report of the lab results for outside parties (e.g. LEA, courts).

## 8.0 Disposition, Release Planning & Release

This section covers use cases involving the Identifications and Notifications (IDNOT) team. There are several complicating factors that may impact the decedent's disposition /release. Specifically, a decedent may not be released until positive identification is established, Next-of-Kin (NOK) is identified and notified, and NOK makes arrangements for the decedent. Additional processing time may be required in cases where the Public Administrator must investigate the case for assets and the National Cemetery Scheduling Office must verify the decedent's eligibility to be buried at the Riverside National Cemetery.

The Identifications section manages unidentified decedents, or "DOE" cases, as in "Jane" or "John Doe". The Notifications section function is to find family (NOK) and notify of death in cases where handling Investigator has been unable to do so. Below, Figure 5 shows a high-level representation of steps for identification and notification. Note: The elements included in Figure 5 are not intended to represent a sequential process of identification and notification. Instead, this representation should reflect the process of a case floating through the IDNOT section.

**Figure 5. Identifications /Notifications Flowchart**



This section covers the following use cases:

**Table 7. Disposition, Release Planning & Release Use Cases**

Use Case # - Use Case Name	Description
8.0 Disposition, Release Planning & Release	
8.1 – Identification of DOE Cases	Identifications Investigators manage extended identification processes required for several types of DOE cases.
8.2 – Notifications	Notifications Investigators manage processes to identify and notify family/NOK.
8.3 – Track Decedents' Disposition	Notifications Clerks and sections Lieutenant manage disposition of decedents throughout post-autopsy/exam lifespan.

## 8.1 Identification of DOE Cases

### Purpose & Objectives:

This use case captures the processes overseen by and connected to the Identifications Investigator responsible for due diligence required on unidentified, or “DOE” cases.

### Actor/Role:

- Identifications Investigator
- Supporting Actor: Identifications Clerk

### Process Owner:

- Lieutenant of Identifications and Notifications

### Trigger Events:

- Decedent has not been positively identified in Preliminary Investigative Report. Investigation requires follow-up from Identifications section.

### Pre-Condition:

- Investigator has performed his/her due diligence in attempting to secure positive identification but has not been successful.

### Post-Condition:

- Decedent has been identified.

### Use Case Flow:

1. Identifications Investigator takes ownership.
  - a. The system shall provide capability to notify the Identifications section that a case is pending positive identification.
  - b. The system shall provide capability for initial Investigator to record and communicate the reason that he/she could not establish identification. This information shall be visible to Identifications Investigator upon case follow-up.

- c. The system shall generate confirmation of case transfer to Identifications. Information captured in this confirmation shall include date/time of transfer and name of person to whom case is assigned.
  - d. The system shall update the case record status after case transfer to Identifications.
2. Identifications Investigator conducts due diligence to secure positive identification. Identifications Investigator documents the various searches and results of his/her research.
  - a. The system shall have the capability to record various search results in the process of identifying a DOE (e.g. Investigator's initial search, Identifications Investigator's extended search).

Note: The current system records this information in case notes. The future state system shall provide the capability to record this information in a structured, specific location (e.g. "Identifications tab"). The collection of searches completed by initial Investigator shall be displayed in an obvious fashion to inform Identifications Investigator follow-up.
  - b. The system shall support the tracking of Identifications cases by type.
  - c. The system shall provide a simple display of case statuses within these tracking lists and generate alerts for necessary follow-up.
3. Upon completion of the research, Identifications Investigator updates the case with the findings.
  - a. The system shall notify the Notifications Clerks and Notifications section that a decedent has been positively identified.

Note: Sharing this update with Notifications is a critical trigger for Notifications follow-up to locate/notify family (in cases where family/NOK was not previously identified and notified, but forced to wait for positive identification before being able to make arrangements).
4. If NOK notification is still outstanding, then Notifications completes location/notification of NOK and Notifications Clerk consolidates complete Case File with release paperwork from DSU.
  - a. The system shall support the consolidation of all information within the decedent case file.
5. Identifications Investigator reviews the consolidated Case File, in order to remove any sensitive JDIC paperwork that should not be released by Records.
6. Once the Identifications Investigator has removed all sensitive JDIC paperwork, the Case File is sent to Records.
  - a. The system shall send/store final filtered paperwork for historical filing.

**Alternate Flows:**

- County Disposition ("Hard DOE"):
  - When a supervisor determines that a DOE case Identification Investigator has exhausted efforts to establish a positive identification, he/she may decide to initiate County Disposition.



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**Cycle Time & Performance Metrics:**

- Turnaround time by case type
- Volume of cases awaiting identification
- Volume of cases awaiting County disposition
- Volume of cases awaiting Public Administrator disposition

**Required Capabilities in Future State System:**

- The system shall generate notice of “10-Day and Over” cases (and other cases requiring IDNOT review and/or action).
- The system shall support, update, and generate report capabilities for a Supervisor Master Tracking List.
- The system shall support notifications to the Public Administrator for applicable cases.
- The system shall support shared alerts between Identifications and Notifications sections, so that both sections are aware of the real-time status of a case.
- The system shall provide supervisor with birds-eye view of case statuses.
- The system shall provide the capability to track whether bone specimen has been sent to CA DOJ or DMEC lab for kinship analysis or DNA retention.
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

## 8.2 Notifications

### Purpose & Objectives:

This use case captures the processes overseen by and connected to the Notifications Investigator responsible for identifying and notifying the decedent's family/Next-of-Kin (NOK). As a point of clarification, DOE cases are not the only cases that may require NOK identification and notification. This use case may apply to cases with identified individuals.

### Actor/Role:

- Notifications Investigator
- Supporting Actors: Section Lieutenant, Identifications Section Notifications Clerks  
Note: Although the Identifications Investigator is primarily focused on the positive identification of a decedent, he/she may also notify NOK once identification has been established.

### Process Owner:

- Lieutenant of Identifications and Notifications

### Trigger Events:

- Decedent has been positively identified, but the NOK has not been located or notified.

### Pre-Condition:

- Investigator assigned to the case must have performed his/her due diligence in attempting to locate/notify the NOK, but has not been successful. Follow-up is required from Notifications section.

### Post-Condition:

- NOK has been located and notified of death.

### Use Case Flow:

1. Notifications Investigator takes ownership of case.
  - a. The system shall provide capability to notify Notifications Investigator and associated supervisors of NOK cases requiring follow-up (pending location/notification of NOK).
  - b. The system shall generate confirmation of case transfer to Notifications section.
  - c. The system shall update the case record status after case transfer to IDNOT.
2. Notifications Investigator conducts due diligence to locate NOK contact information and notify NOK.
  - a. The system shall have the capability to record various search results in the process of locating and notifying NOK (including Investigator's initial attempts to locate/notify NOK).  
Note: This information is currently stored in case notes. The future state system shall store this information in a structured, specific location (e.g. "Notifications tab") to clearly describe Investigator's initial attempts to locate/notify NOK and to inform Notifications follow-up.
  - b. The system shall support the tracking of Notifications cases by type.
  - c. The system shall provide a simple display of case statuses within these tracking lists and generate alerts for necessary follow-up.
3. Upon completion of the research (i.e. location of NOK), Notifications Investigator updates the case with the findings.
  - a. The system shall notify the Notifications Section that NOK has been located.

4. Notifications Investigator notifies appropriate parties of decedent's death and property for release. He/she marks the case complete.
  - a. The system shall allow staff to indicate that NOK have been notified of death.
  - b. The system shall allow staff to indicate that NOK have been notified that the decedent is available for release.
5. Notifications Clerk consolidates complete case file with release paperwork from DSU.
  - a. The system shall support the consolidation of all information within the decedent case file.
6. Identifications Investigator reviews the consolidated Case File, to remove any sensitive JDIC paperwork that should not be released by Records.
7. Once the Identifications Investigator has removed all sensitive JDIC paperwork, the Case File is sent to Records.
  - a. The system shall send/store final filtered paperwork for historical filing.

**Alternate Flows:**

- County Disposition (pending Notification):
  - When a supervisor determines that a pending notification case Notification Investigator has exhausted efforts to locate/notify NOK, he/she may decide to initiate County Disposition.
- Notifications Clerk Makes Death Notification:
  - In some cases when family of a decedent calls into IDNOT inquiring about the death of a decedent, the Notifications Clerk who answers the call may be responsible for sharing the death notification. Otherwise, Notifications Investigators are responsible for handling death notifications.
- Decedent Identified, but NOK Never Identified (stuck in Notification):
  - "Red Folders" are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
    - The system shall track cases where decedent is identified but no know NOK are identified.
    - The system shall track cases where Next of Kin are identified but have not been notified of death.
    - The system shall alert staff of cases where NOK are not identified or not yet notified.
  - Exhaustive search is conducted (See Identifications-Notifications Guidelines – Next-of-Kin Search Fulfillment document).
    - The system shall track if investigators make updates to pending NOK identification or notification status until NOK are identified.
- Public Administration (PA) Case:
  - Once located and notified, NOK may not have enough money to make arrangements (i.e. pay for the release of decedent).  
Note: In these cases, the decedent's estate must have enough value for the PA to take from it and make arrangements.
  - Additional conditions under which a case may be referred to the Public Administrator's Office include, but are not limited to the following:
    - NOK is unknown, but the decedent's estate has sufficient assets to for the PA to make burial arrangements.

- NOK is out of the country and/or desires to have the PA's assistance in handling arrangements/estate.
- Decedent property is at risk of being damaged or stolen (PA must be immediately notified, if NOK is pending).
- "Blue Folders" are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
  - The system shall allow staff to indicate the disposition of a decedent will be with the PA.

**Cycle Time & Performance Metrics:**

- Turnaround time by case type
- Volume of cases awaiting NOK notification
- Volume of cases pending arrangements 10 days and 30 days after NOK notification
- Volume of cases awaiting County disposition
- Volume of cases awaiting Public Administrator disposition

**Required Capabilities in Future State System:**

- The system shall notify the Supervising Investigator of the Notifications section when a body has been in DMEC care and NOK has been notified for more than 10 days. At this time, a 10-Day Letter shall be generated and sent to NOK to remind them to make arrangements. Once a body has been in DMEC care and NOK has been notified for more than 30 days, the Supervising Investigator and Notifications Clerks shall be notified, so that follow-up can be performed with NOK to determine why arrangements have not been made.
- The system shall support, update, and generate report capabilities for a Supervisor Master Tracking List.
- The system shall support notifications to the Public Administrator for applicable cases.
- The system shall support shared alerts between Identifications and Notifications sections, so that both sections are aware of the real-time status of a case.
- The system shall provide supervisor with birds-eye view of case statuses.
- The system shall provide the capability for field Investigators to mark a case for PA review, so that the Notifications Clerks can refer eligible cases to PA for follow-up.

## 8.3 Track Decedents' Disposition & Release

### Purpose & Objectives:

Regardless of decedent process flow throughout DMEC, the case status and status of final disposition shall be tracked and managed by DMEC staff. This use case documents the process of tracking decedent disposition.

### Actor/Role:

- Notifications Staff
  - Supporting Actor: Lieutenant of Identifications and Notifications Sections, Notifications Clerks, Supervising Investigators, and Identifications Staff
- Note: Notifications Clerks and Supervising Investigators are primarily responsible for managing the status of case disposition. Notifications Investigators shall also perform these tasks, but current state case volumes inhibit bandwidth. As a result, Notifications Clerks and Supervising Investigators own these responsibilities. Additionally, Identifications personnel may be involved if they have already established contact with NOK and the decedent's release was waiting on positive identification (Case File will still be transferred through Notifications).

### Process Owner:

- Chief of Operations

### Trigger Events:

- Decedent has been positively identified and the NOK has been located/notified.
- Decedent has not been identified and thus there is no family/NOK to contact (See Alternate Flows for County Disposition, PA-Handling, and Indigent Veteran Burial).
- Decedent has been identified, but family/NOK is unable to make arrangements (See Alternate Flows for County Disposition, PA-Handling, or Indigent Veteran Burial)
- Decedent has been identified, but family/NOK is unwilling or has not made arrangements after 30 days from notification (See Alternate Flow for County Disposition).
- Decedent has been identified, but family/NOK requests Public Administrator (PA) assistance (PA handles disposition, if there are sufficient funds in decedent's estate).
- Decedent has been identified, but family/NOK has not been located/notified and the decedent has sufficient money in his/her estate to make arrangements (See Alternate Flow for PA-Handling).
- Decedent has been identified, but family/NOK has not been located/notified and the decedent was eligible for an indigent veteran's burial (See Alternate Flow for Indigent Veteran Burial).
- Decedent has been identified, family/NOK has been located/notified, insufficient funds to make arrangements, and decedent is confirmed as an eligible veteran (See Alternate Flow for Indigent Veteran Burial).

### Pre-Condition:

- Decedent is in the custody of DMEC and has been identified as ready for release.
- Next of Kin (NOK) has been notified of death.

### Post-Condition:

- Decedent has been released.

#### Use Case Flow:

1. Notifications Staff accepts decedent case for disposition. Identification has been confirmed by Investigator, along with notification of Next of Kin (NOK).
  - a. The system shall designate identified decedents with identified NOK that have been notified of death and where the decedent is ready for release.
2. Notifications Staff confirm that NOK has identified a mortuary and is able to pay for release from DMEC.
  - a. The system shall have the capability to connect payments received from the NOK to the CMS case record, as such payments are tracked and processed by Public Service staff.

Note: The actual cash or check is provided to the accounting department for deposit and other accounting.

Note: IDNOT does not handle payment processing. All payment checks are to be received through Public Services.
3. Notifications Staff confirm that release forms are complete, including a final photo of release and confirmation that there is no outstanding specimen missing from decedent (e.g. bone specimen sent to DOJ for analysis). DSU supervision must be engaged at this point. This ensures that the whole decedent/remains can be released.
  - a. The system shall confirm there is no outstanding specimen needing to be release, before release, so how decedent is release (e.g. includes any bone specimen sent for analysis)
  - b. The system shall allow staff to update cases with release information collected from party accepting decedent and final photo of decedent at release.
  - c. The system shall record the DSU supervisor and /or any other DMEC involved in the release of the decedent per chain of custody tracking.
4. Mortuary staff arrives and picks-up decedent body on behalf of NOK.
  - a. The system shall require that all cases have decent identification verified by the FA and FA Supervisor before decedent may be released.
  - b. The system shall provide capability to verify and document mortuary staff and generate notifications (internal and external (e.g. NOK)) of decedent release.

#### Alternate Flows:

- Indigent Veteran Burial:
  - If decedent was a veteran without NOK, or a decedent whose NOK is unable/does not want to make private arrangements, then the decedent may qualify for an indigent veteran's burial at the RNC instead.
  - "Green Cases" are confirmed by Identifications Clerk and given to Notifications Clerks, who verify eligibility and/or schedule veteran burials.
  - The system shall allow staff to indicate cases for veteran burial.
  - See Identifications-Notifications Guidelines - Indigent Veteran Burials document.
  - Note: If the decedent is eligible to be buried at the RNC and the NOK desires County Cremation, then County Cremation will not be allowed, as the DMEC/LAC does not place indigent veterans through the County Disposition process.

- County Disposition (“Hard DOE”, pending Notification, or NOK unable to pay for release):
  - When a supervisor determines that a DOE case Identification Investigator has exhausted efforts to identify the decedent and/or a pending notification case Notification Investigator has exhausted efforts to locate/notify NOK he/she may decide to initiate County Disposition.
    - The system shall allow staff to update the disposition of a case to County Disposition.
  - Similarly, if the NOK is unable to pay for decedent release due to funding, County Disposition shall be offered.
    - The system shall provide the capability to generate County Disposition paperwork as an option from the case (paperwork already consisting of the decedent's pre-filled information and the case's pre-filled information).
    - The system shall support immediate mailing of generated paperwork to NOK to prevent any delays in releases.
  - IDNOT staff coordinate disposition and case record is updated to reflect final status.
    - The system shall allow staff to indicate decedent has been released to County Disposition.
  
- Decedent Identified, but NOK Never Identified (stuck in Notification):
  - After exhaustive search, IDNOT confirms disposition to Public Administrator (if decedent's estate has enough assets to allow for PA to make arrangements) or County Disposition.
  
- Public Administration (PA) Handling:
  - Once located and notified, NOK may not have enough money to make arrangements (i.e. pay for the release of decedent).  
Note: In these cases, the decedent's estate must have enough value for the PA to take from it and make arrangements.
  - Additional conditions under which a case may be referred to the Public Administrator's Office include, but are not limited to the following:
    - NOK is unknown, but the decedent's estate has sufficient assets to for the PA to make burial arrangements.
    - NOK is out of the country and/or desires to have the PA's assistance in handling arrangements/estate.
    - Decedent property is at risk of being damaged or stolen (PA must be immediately notified, if NOK is pending).
  - “Blue Folders” are tracked separately by Notifications Clerks and distributed by Senior Notifications Investigator.
    - The system shall allow staff to indicate the disposition of a decedent will be with the PA.

#### **Cycle Time & Performance Metrics:**

- Volume of cases by disposition status
- Throughput by case type

#### **Required Capabilities in Future State System:**

- The system shall support the capability to track case status.

- 
- The system shall provide Notifications Clerks and supervisors with the ability to track pending cases and it shall provide the capability to assign follow-up tasks for disposition.
  - The system shall report on and display the data currently tracked in the Supervisor Master Tracking List and Body Reconciliation List (BRL).
  - The system shall track the Crypt inventory including, but not be limited to the following fields:
    - Crypt #
    - Crypt space type (Regular, Heavy, Decomposed, etc.)
    - Case #
    - Notification Investigator
    - Notification Pending (status)
    - Received in Notification (status)
    - # Days Pending Notification
    - In Veteran Burial Process
    - In Public Administrator (PA) Process
    - Waiting on Next of Kin (NOK)
    - Ready Date
    - Current Date
    - # Days Ready
    - # Days since Legal NOK notified of death, so DMEC may determine when to send 10-Day Letter and when to consider cases for County Disposition (>30 days)
    - In Identifications
    - Investigation Status
    - Examination Status
  - The system shall provide notifications when parameters of the crypt inventory approach and cross different thresholds, for example if the crypt is approaching full capacity, and number of decedents in different statuses like pending ID/NOT, ready for release /waiting on NOK, or no exam yet.
  - The system shall provide the capability to indicate to Notifications section staff whether a decedent may be a veteran.
  - The system shall provide the capability to reflect decedent name changes in real-time. For any name changes that occur through positive identification or updates, the most up-to-date full name must display throughout the system immediately. This will prevent decedent releases in error (especially in cases where decedents share a name).



## 9.0 Manage Public Requests

This section addresses use cases and requirements surrounding the interaction between DMEC and the public which it serves. While decedent case initiation and processing are covered in preceding use cases, this section addresses the variety of additional tasks which must be fulfilled by the department to fully serve the community.

This section covers the following use cases:

**Table 8. Manage Public Requests Use Cases**

Use Case # - Use Case Name	Description
9.0 Manage Public Requests	
9.1 – Perform Self-Service Inquiry	Members of the public contact DMEC with requests for public-facing services and frequently asked questions (beyond decedent report initiation).
9.2 – Manage External Request	DMEC staff manage a variety of incoming requests from the public (beyond decedent report initiation).
9.3 – Create Death Certificate	Certifications staff create an official copy of the Death Certificate upon request.

### 9.1 Perform Self-Service Inquiry

#### Purpose & Objectives:

DMEC provides a public facing website for residents to find answers to common questions and to serve as a common entry point for a variety of non-death reporting interactions.

This use case assists Los Angeles County residents in viewing assorted DMEC information and accessing website-enabled actions.

#### Actor/Role:

- Public Citizen

#### Process Owner:

- Chief of Public Services

#### Trigger Events:

- Public citizen requires service from DMEC and contacts DMEC.

#### Pre-Condition:

- DMEC staff contact information on the website is up-to-date and necessary DMEC staff are available to support requests.

#### Post-Condition:

- Inquiry has been resolved to satisfaction.
- The results of a self-service inquiry are displayed to the Public Citizen.

**Use Case Flow:**

1. The Public navigates to the DMEC public website (<http://mec.lacounty.gov/>) and explores its tabs to find desired inquiry listing.
  - a. The system shall present a list of common services that may include but are not limited to:
    - i. Case Search and basic information visibility
    - ii. Transportation fee payment (payment services)
    - iii. Property declaration
    - iv. Tour inquiry
    - v. Bloodborne pathogen testing education
    - vi. Laboratory requests
    - vii. Grief/bereavement resources
    - viii. Death certificate education
    - ix. Media and press release coordination
    - x. Vendor registration
    - xi. Employment inquiries (jobs/fellowships/internships/volunteers)
    - xii. Additional billing services
    - xiii. Coroner's gift shop
    - xiv. Unidentified – Jane or Joe Doe (search for unidentified decedents)
    - xv. Submit Public Records Request (like statistical information)
    - xvi. Contact Us
      1. Email & Ask question
      2. Phone
      3. Forms
2. Public initiates an inquiry.
  - a. The website shall direct the user in a logical path to his/her desired source of information and/or contact information.
    - i. Email & Ask question
    - ii. Phone
    - iii. Forms
  - b. The system shall send email confirmation to public user confirming service fulfillment.
  - c. The system shall create/send email receipt of fees paid.
3. Public completes his/her request.
  - a. The system shall generate a unique number for service request and type of document(s) ordered.
  - b. The system shall allow staff to identify how many document types were requested, and how many copies were requested in each request.

**Alternate Flows:**

- Email Arrives from Public:
  - Initially, the email might not be directed to the appropriate staff member.
  - Admin Deputy Secretary reviews email to determine correct staff member to fulfill requests.
- Public arrives at DMEC Facilities In-Person, Checks-In at the Reception Desk at OAB:
  - Reception Desk staff records who arrives.
  - Public completes forms at Reception Desk.

- Document Order Form
- If Case is old (circa 1800s), then Reception Desk takes request and forwards it to Records.
  - Records researches Case File location and pulls the record.
- Record Is Unavailable (i.e. “Deferred” status):
  - Reception Desk staff will let Public know that the report is not available because it is deferred. The Public has an option to pay first, or to wait for record to exit deferred status prior to payment.
- Public requests report on number of security hold cases
  - The system shall allow staff to identify the number of cases on security hold.
  - The system shall notify staff if a case is on security hold and limit information that is provided publicly.

**Cycle Time & Performance Metrics:**

- Metrics enabled by modern call center technology (e.g. hold times, dropped calls, call/service time)
  - Including for Records, Property, and Certifications
- Volume of inquiries by channel
- Website performance metrics
- Number of people inquiring in-person
- Number of Document Orders, when completed, and by whom completed
- Report of outstanding Public Requests (10 business days)
- Age of Security Hold Cases

**Required Capabilities in Future State System:**

- The system shall include modern call center technology wherever the Public may direct their phone calls.
- The system shall produce printer-friendly pages of inquiry results for Public to be able to print a well-formatted document.
- The system shall have data persist from one screen to another when data fields are the same so the user does not have to repeat data input on multiple screens (search inquiries).
- Directed email inquiries are hyperlinked on the public site.
- Any follow-up calls on the same case/service request shall be associated to the initial service request identifier.
- The system shall generate reports to support billing (i.e. report of cases requiring billing).
- The system shall support credit card payments. The payment module must meet industry security and privacy standards.
- The system shall record all requests for future analysis.
- The web application should, where possible, integrate to the case management system and system of records to eliminate the need for manual updates to data feeds.

## 9.2 Manage External Request

### Purpose & Objectives:

Any call that is not reporting a death and any requests from outside of DMEC are managed by DMEC staff to fulfill a variety of departmental responsibilities and public services. Division desks with phone lines that may be reached by an external request include, but are not limited to the following:

- Main Line
- Subpoena
- Certifications
- Records
- Property
- Billing
- Gift Shop
- PIO
- Law Enforcement Desk

### Actor/Role:

- Public Services Staff

### Process Owner:

- Chief of Public Services

### Trigger Events: (reconcile with self- service inquiry use case)

- Case search and information request (including request for Public Information Officer (PIO)), including various data requests (i.e. tabular [Excel] files)
- Request for records (death certificate, case file)
- Request for decedent status (ready for release)
- Search for unidentified decedents (DOEs)
- Property declaration
- Request for evidence
- Transportation fee payment
- Public records request (e.g. statistical information)
- Additional billing services call
- Educational outreach call
- Tour inquiry
- Bloodborne pathogen testing education call
- Laboratory request
- Grief/bereavement resources inquiry
- Death certificate educational inquiry
- Media and press release inquiry
- Vendor registration call
- Employment inquiry (jobs, fellowships, internships, and volunteers)
- LEA request for update
- Gift shop inquiry
- Mortuary requests DMEC complete death certificate
  - Document requests: Case files, autopsy reports, Port of Entry, Proof Death Letter
- Contact Us inquiry (email, online form, and phone)

**Pre-Condition:**

- Public Services staff are available and accessible from any reception area within DMEC (phone or in-person).
- OR as appropriate, Public Information Officer is available

**Post-Condition:**

- External request has been satisfied and/or external party has received instruction on remaining steps of his/her desired sequence of events.
- System creates a case log for every incoming request.

**Use Case Flow:**

1. Public Services staff receives a phone call request from a public party (non-death reporting). The phone call is transferred to appropriate Staff to fulfill Public's request.
  - a. Incoming request categorization and transfer protocol are established to direct all incoming communications to the appropriate desk within DMEC.
2. Staff answers the phone and logs caller's name and relation to the decedent, if applicable.
  - a. The system shall provide visibility—with necessary permissions in place—to any relevant case information related to the caller.
    - i. Note: The system must have the capability to protect access to sensitive information to authorized staff either by roles or rule.
  - b. Process flows are defined and visible, automatically prompted for Public Services staff based on specific trigger event.
  - c. The system shall automatically generate request log (e.g. name of caller, time of call / time request was received, type of request, DMEC staff assigned, call duration).
3. Public Services mails out letter based on phone call request. Staff identifies service and associated fee to be collected.
  - a. The system shall allow staff to generate letter with service request information, and fee to be paid (bill stub), with instructions on how to pay fee.
  - b. The system shall allow staff to record date the Fee Letter was sent to requestor.
  - c. The system shall record which staff member handled the request.
  - d. The system shall allow Public to pay service bill online.
  - e. The system shall allow staff to record payment received via USPS.
4. Public Services obtains the document (e.g. autopsy report, etc.) and sends it out to requestor.
  - a. The system shall allow staff to record that the document was sent out and service request has been fulfilled.
  - b. The system shall record date document was sent out.

**Alternate Flows:**

- DMEC staff may be able to provide information over the phone that satisfies the caller's request.
- Requests are Received Via Email, USPS, Fax:
  - The system shall generate a notification to the receiving party within DMEC.

- Like the use case flow of phone call requests, the system shall facilitate transfer of case—retaining preferred method of communication—to the appropriate division contact.
- Document orders/credit cards cannot be taken over the phone.
  - Note: This is covered above – Fee Letter is sent out.
- Call to Main Line when Call Is Reporting a Death:
- Main Line (0512), transfers call to Reporting Desk.  
Call to Reporting Desk when Call Meant for Main Line (or anyone within department):
  - The call gets transferred to the appropriate division/section.
- Reception Desk Finds Loved One:
  - The system shall provide searchable, relevant case information. Upon confirmation, the RD staff shall transfer the call to the acting Investigator.
- After Hours Call to Main Line:
  - The system shall automatically redirect calls to the Reporting Desk/Watch Commander. RD staff will log Public Service requests.
  - Watch Commander may transfer call to appropriate division/section for caller to leave voicemail.
- Request Received In-Person at DMEC:
  - See Alternate Flow of Public Self-Service Inquiry.
- Public Services Needs to Extract Documents for Release:
  - The system shall display case file forms and information electronically.
  - The system shall identify publicly available information for release.
  - The system shall identify information available for release under a subpoena.
  - The system shall allow staff to select forms from the case file to print.
  - Staff identifies forms to print.
    - The system shall generate case file formatted for printing.
- PIO:
  - Note: PIO is not in Public Services. A call that goes to PIO will trigger PIO to request records from Records desk.

#### **Cycle Time & Performance Metrics:**

- Service times across request categories
- Number of Document Orders, when completes, and who completes,
- Report of outstanding Public Requests (10 business days)

#### **Required Capabilities in Future State System:**

- Request log
- The system shall have Alerts and Tasks lists on outstanding service request lists/pending items, task lists (i.e. dashboard alert).
  - Alert division/section assigned to fulfill request (versus specific staff assigned).
- The system shall allow service request to transfer service request assignment to a different staff member and notify supervisor.
- Public Service can see case status information including, but not limited to:
  - Legal NOK
  - Autopsy complete (Y/N)
  - Body ready for release (Y/N)
- Reporting
- Case file is available electronically and formatted for print.
- Redaction

- Watermarking
- PIO has capability of saving URL's or text of news stories within the case

## 9.3 Create Death Certificate

### Purpose & Objectives:

DMEC staff receives requests for official death certificates from mortuary staff on behalf of families. DMEC information is added to the decedent's record in the California Electronic Death Registration System (CA-EDRS or "EDRS") to create a "working copy" that can then be shared with the health department. This contribution by DMEC staff allows the family to bury the body of the decedent. EDRS is the dedicated state system for "electronic death certificate origination and registration".

### Actor/Role:

- Certifications staff

### Process Owner:

- Chief of Public Services

### Trigger Events:

- Mortuary emails Certifications inbox with decedent's name, case number, and EDRS number.

### Pre-Condition:

- Decedent's family or representative has an assigned mortuary.
- Mortuary has started death certificate by entering personal information (PII) about decedent in EDRS.
- EDRS number exists for decedent.

### Post-Condition:

- Official death certificate ("working copy") has been created and made available for requesting party.
- System contains updated record of information and request history.
- Case information, including cause of death, is collected and entered into EDRS.

### Use Case Flow:

1. Certifications staff receives a request for death certificate from mortuary staff, and researches DMEC case number.
  - a. The system shall allow staff to search DMEC case number and view information (e.g. decedent's PII, cause of death has been determined)
  - b. The system shall display case file information – see Form 15 – Medical Report pink copy, Form 1 – Investigative Report for information.
  - c. The system shall track the request for death certificate.
2. Certifications staff enters EDRS number into EDRS system and identifies decedent case record.
  - a. Once identified, the system shall allow staff to add an EDRS case number as part of the DMEC case file.
3. Certifications staff views death certificate information previously entered by mortuary.
  - a. EDRS shall display current death certificate information.

4. Certifications staff confirms necessary source information and enters information into EDRS (date, time of death, cause of death, Boxes 7 & 8 then down to Box 101).
  - a. EDRS shall record updated information from DMEC.
5. Certificates staff updates the date of death on the EDRS case record.
  - a. Note: EDRS requires a date of death for mortuaries to start a death certificate. DMEC Certifications staff will be trained to regularly update this field as necessary to more accurately reflect decedent's date of death based on case notes.
6. Certificates staff processes case information into EDRS.
  - a. EDRS shall perform completeness validation, auto-save, spellcheck, and input validation.
7. Certificates staff accepts certificate, attests to medical info, and prints an updated working copy from EDRS.
  - a. The system shall update EDRS record and memorialize document information at time of print.
  - b. The system shall identify who completed EDRS record and when it was completed.
8. Certification staff notifies mortuary that the EDRS record has been completed (e.g. via email).
  - a. The system shall present this contact information as part of the Certifications view of the DMEC case record.
9. Certifications staff indicates that death certificate has been completed.
  - a. The system shall allow staff to indicate death certificate has been completed in EDRS.

#### **Alternate Flows:**

- Multiple EDRS Numbers for Single Decedent:
  - For example, if decedent passes at Harbor (LAC hospital), then Harbor creates an EDRS record—even though receiving mortuary may also create an EDRS number. This incidence of multiple EDRS numbers is not unique to Harbor.
  - If two EDRS numbers exist for a single decedent, then Certifications staff will use the decedent's name to pull up the correct EDRS record.
- Info from Mortuary Does Not Match DMEC Info (e.g. name mismatch):
  - Certification staff will contact mortuary.
    - Mortuary may update death certificate information.
- Case Is in "Deferred" Status (e.g. DOEs):
  - Certification staff will let mortuary staff know that case is deferred and reason for "deferred" status:
    - Cause of death is deferred, but decedent's identity is known.
      - Certifications enters "deferred" cause of death into EDRS, allowing the Registrar to issue the death certificate as deferred.
      - An amendment must be issued later when the cause of death is determined.
    - Decedent's identity is not known.
      - Identifications may issue a certificate for John or Jane Doe so the decedent can go to County Disposition (cremation).



- Certifications staff will update EDRS record with deferred cause (death certificate will not be issued).
- Body Is Not Ready for Release:
  - DMEC will not create a death certificate. DMEC waits until final mortuary is identified so that multiple EDRS records are not created.
- “Indigent” cases that do not get claimed are transferred to Notifications department.

**Write Amended Cause and Supplementary Medical Report:**

- This happens on occasion, but more likely is that cause of death was “deferred” and becomes determined later.
- When a DME updates cause of death in DMEC system, the system shall notify Certifications staff of an updated Cause of Death to be propagated to EDRS.

**Cycle Time & Performance Metrics:**

- Response time

**Required Capabilities in Future State System:**

- The system shall support information stored on Form 15 and Form 1 (or equivalent).
- The system shall allow staff to record case notes (i.e. regarding mortuary).
- The system shall track which mortuaries receive decedents.
- The system shall interface directly with the State death certificate system (EDRS), avoiding multiple entries of the death certificate information.

## 10. List of Improvement Opportunities

To expand upon items listed in Section 1.2 (#1-5 below), the following improvement opportunities were generated from DMEC workshop discussions and executive leadership input.

1. Improve Reporting Desk processes to capture additional information to better position Investigators to determine jurisdiction, improve dispatch time, and reduce Non-Jurisdiction Cases.
2. Improve customer (Next of Kin; hospital staff) satisfaction and NAME compliance by establishing a new process for hospital pick-up (“Bedside Pick-Up”).
3. Reduce backlog build-up and improve NAME compliance by increasing weekend staffing levels (Staff to 90<sup>th</sup> Percentile).
4. Improve time from arrival at DMEC to exam completion by changing the decedent preparation processes and reducing unnecessary movements into and out of the crypt (View Intake/Prep/Exam as Manufacturing).
5. Reduce time from pickup to start of examination by streamlining the report requirements (preliminary vs. final report).
6. Improve lab efficiency by automating manual processes. For example, several instances of manual input are currently required to pass case data between laboratory equipment and the Access database. By integrating systems (case management system and Laboratory Information Management System (LIMS)), the associated delays and potential for human error can be reduced.
7. Establish a single system of record for case accuracy and visibility across business units (ex: single, electronic evidence report).
8. Improve Reporting Desk technology, by introducing modern call center technology. The introduction of a Provision modern PBX (Private Branch Exchange)/ACD (Automatic Call Distribution) system with industry statistics will empower DMEC to intelligently staff the Reporting Desk and analyze incoming communication data.
9. Collect medical records at time of hospital pick-up to streamline case management between decedent retrieval and medical assessment and autopsy/exam.
10. Update evidence log to improve front-end processing for exams. As mentioned above, an electronic evidence log may deliver valuable, shared access to multiple parties who rely on the document for their associated processes. In addition to the digitization, DMEC may consider improved workflows around the evidence log to ensure their availability in a shorter time frame. Delays spent “searching for the evidence log” should be targeted and reduced.
11. Proactively handle Law Enforcement Agency (LEA) courtesy calls to reduce delays. By establishing a standard time for LEA-associated autopsy/exam starts, interested agents may coordinate their own schedules to assess decedents on-site at DMEC (pre-autopsy/exam). As a result, DMEC medical staff will no longer hold decedents for a two-hour courtesy window on a case-by-case basis.
12. Utilize Forensic Technicians (FTs) in labeling and “collection” of autopsy specimens (scanning in specimens that have been collected and labelled). This responsibility shift in autopsy/exams should reduce post-exam delays as well as confusion and errors arising from unlabeled specimens.
13. Investigate opportunities for a mobile workforce. Develop use cases to explore advantages and limitations for staff and how mobile access impacts case management. Based on the findings, explore types of device options for access.

**COUNTY OF LOS ANGELES  
 MEDICAL EXAMINER-CORONER  
 Contract Number. ME2021-01-C  
 CASE MANAGEMENT SYSTEM  
 EXHIBIT B - PRICING SCHEDULE**

1.0 - Tasks and Deliverables		
<p>The County reserves the right to procure software infrastructure and hardware components via direct purchase.            The Proposer shall list all Deliverables as part of its proposed solution.            All Deliverables must be presented as fixed price Deliverables.            Proposer may insert additional rows as required.            It is the responsibility of the Proposer to ensure spreadsheet calculations are correct.            Proposer is required to hold pricing firm throughout the term of the agreement without regard to the estimated annual percentages.</p>		
Item	Task 1: Project Management	FIRM FIXED PRICE
1.1	Project Kickoff	\$1,400
1.2	Project Management Planning	\$0
1.3	Project Status Reporting	\$1,400
1.4	Monthly Executive Steering Committee Reports	\$4,200
1.5	Project Close-out	\$0
	Travel Costs for In-Person Kick-off	\$325
Task 2: Requirements Validation		
2.1	Requirements Management Plan	\$0
2.2	Requirements Analysis Document (DRD Creation)	\$28,000
2.3	Requirements Traceability Matrix	\$28,000
	Travel Costs for In-Person Requirements Gathering - (Per Resource)	\$1,975
Task 3: System Design, Development, and Configuration		
3.1	System Implementation Plan	\$0
3.2	System Design and Development Plan	\$0
3.3	Application Configuration Report	\$1,400
3.4	Configuration Management Plan	\$0
	Development of Functional Requirements	\$136,938
	Development of Technical Requirements	\$77,438
	Report Development	\$2,450
	Development of Current Paper Forms	\$23,800
Task 4: Security		
4.1	System Security Plan	\$0
Task 5: Data Conversion		
5.1	Data Quality Assessment and Strategy Plan	\$0
5.2	Data Conversion Plan	\$5,600
5.3	Data Conversion Report	\$0
	Data Conversion Testing	\$4,725
	Data Conversion Delivery (Based on the mentioned 40 fields)	\$7,000
Task 6: Systems Integration		
6.1	Systems Integration Plan	\$0
6.2	Interface Design Document	\$0
	Interface Development	\$29,400
Task 7: Testing		
7.1	Comprehensive Test Plan	\$0
7.2	System Test Scenarios and Test Cases	\$0
7.3	System Testing Results	\$0
7.4	User Acceptance Testing Results	\$0
	Complete QA System Testing	\$34,825
	Move converted data and application into MS Azure for testing, data validation and prep for training	\$1,800
	Travel for In-Person Validation Testing (Per Resource)	\$1,975
Task 8: Knowledge Transfer and Training		
8.1	Knowledge Transfer and Training Plan	\$56,000
8.2	Training Curriculum	\$0
8.3	User Manual	\$7,000
8.4	Training Execution Results	\$0
	Travel for In-Person Training (Per Resource)	\$15,700
Task 9: System Deployment and Rollout		
9.1	Production Release Plan	\$0
9.2	Production Release	\$0
9.3	Production Cutover Plan	\$0
9.4	Production Cutover Report	\$0

**COUNTY OF LOS ANGELES  
 MEDICAL EXAMINER-CORONER  
 RFP NO. ME2021-01  
 CASE MANAGEMENT SYSTEM  
 EXHIBIT 6 - PRICING SCHEDULE**

<b>Task 10: Production Support and Transition</b>		
10.1	Transition Plan	\$0
10.2	Disaster Recovery Plan	\$0
10.3	System Acceptance Document	\$0
10.4	Maintenance and Support (M&S) Plan (Included in the annual hosted fee)	\$0
10.5	Maintenance and Support (M&S) Plan (Included in the annual hosted fee)	\$0
	On Site Go-Live Support (3 Days)	\$4,200
	Go-Live Travel Costs	\$1,265
<b>Grand Total Tasks and Deliverables</b>		<b>\$476,815</b>
<b>2.0 - Annual Maintenance and Support</b>		<b>FIRM FIXED PRICE</b>
2.1	Contract Term - Year 1	\$144,000
	Testing Environment -Year 1	\$1,800
2.2	Contract Term - Year 2	\$144,000
	Testing Environment -Year 2	\$1,800
2.3	Optional - Year 3	\$144,000
	Testing Environment -Year 3	\$1,800
2.4	Optional - Year 4	\$144,000
	Testing Environment -Year 4	\$1,800
2.5	Optional - Year 5	\$144,000
	Testing Environment -Year 5	\$1,800
<b>Grand Total Maintenance and Support</b>		<b>\$729,000</b>
<b>GRAND TOTAL COST:</b>		<b>\$1,205,815</b>

Contract No.  
**Case Management System**  
SOW Appendix A  
Project Timeline

Item	Responsible Party	Duration [weeks]	Notes
<b>Project Kick off</b>			
<b>Initiate Data Conversion, Data Mapping and Integration Discussion</b>	VQ/LAC	1	
<b>Iteration 1 - Prototypes</b>	VQ	3	
VQ Build Use case 3.0 Reporting Desk			
<b>Iteration 1 - Client Review</b>	VQ/LAC	1	3 meetings to review approximate duration 2.5hours each one
VQ/Client Review use case 3.0 Reporting Desk			
<b>Document Update and Validation with County</b>		1	
<b>Iteration 2 - Prototypes</b>	VQ	2	
VQ Build Use case 4.0 Investigation & Transportation			
VQ Build use case 5.0 Manage Property & Evidence			
<b>Iteration 2 - Client Review</b>	VQ/LAC	1	3 meetings to review approximate duration 2.5hours each one
VQ/Client Review use case 4.0 Investigation & Transportation			
VQ/Client Review 5.0 Manage Property & Evidence			
<b>Document Update and Validation with County</b>		1	
<b>Iteration 3 - Prototypes</b>	VQ	3	
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
<b>Iteration 3 - Client Review</b>	VQ	1	3 meetings to review approximate duration 2.5hours each one
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
<b>Document Update and Validation with County</b>		1	
Document integration for Web Portal and Documentum			
Finalize documentation of functional requirements not referenced in a use case			
<b>Iteration 1 - Reports - Prototype</b>	VQ	1	
<b>Iteration 1 - Reports - Client Review</b>	VQ	1	1 meeting to review approximate duration 2.5hours
<b>Create Detailed Requirements document DRD</b>	VQ	3	This document will detail all changes considered in scope and contain the data mapping document
<b>DRD Review with LA</b>	VQ/LAC	1	1 meeting to review approximate duration 2.5hours
<b>Sign off on DRD</b>	LAC	2	LAC to validate
<b>Development</b>	VQ		
<b>Iteration 1 - Dev QA</b>	VQ	6	
VQ Build Use case 3.0 Reporting Desk			
Review dev iteration with client	VQ/LAC	1	
<b>Iteration 2 - Dev QA</b>	VQ	6	
VQ Build Use case 4.0 Investigation & Transportation			
5.0 Manage Property & Evidence			
Review dev iteration with client	VQ/LAC	1	
<b>Iteration 3 - Dev QA</b>	VQ	6	
VQ Build Use case 6.0 Autopsy/Exam & Medical Report			
7.0 Process Specimens & Test Orders			
Review dev iteration with client	VQ/LAC	1	
<b>Iteration 4 - Dev QA</b>	VQ	6	
VQ Build Use case			
8.0 Disposition, Release Planning & Release			
9.0 Manage Public Requests			
Review integrations and functional requirements			
Review dev iteration with client and sign off	VQ/LAC	1	
<b>Iteration 1 - Reports - Dev QA</b>	VQ	4	
Review dev iteration with client	VQ/LAC	1	
<b>Data migration</b>	VQ	8	
<b>Data validation</b>	VQ/LAC	4	
<b>QA - Complete Plan (UAT and Integration Testing)</b>	VQ	4	
<b>Acceptance Review with Client/Training power users</b>	VQ/LAC	4	
<b>Extra dev (critical changes)</b>	VQ	2	
<b>End user training</b>	LAC	2	LAC to validate
<b>Go Live</b>	VQ/LAC	1	

**CONTRACTOR'S EEO CERTIFICATION**VertiQ Software LLC

Contractor Name

PO Box 787 Morgan Hill, CA 95038

Address

77-0504785

Internal Revenue Service Employer Identification Number

**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |    |   |   |                             |
|----|---|---|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Anthony Kessel - CEO

Authorized Official's Printed Name and Title



Authorized Official's Signature

03/15/2022

Date

**COUNTY'S ADMINISTRATION**CONTRACT NO. ME2021-01-C**COUNTY PROJECT DIRECTOR:**Name: Jonathan LucasTitle: CHIEF MEDICAL EXAMINER- CORONERAddress: 1104 N. Mission Road, Los Angeles, CA. 90033Telephone: 323-343-0522 Facsimile: \_\_\_\_\_E-Mail Address: jllucas@coroner.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Darwin SypineroTitle: Information Technology Manager IAddress: 1104 N. Mission Road, Los Angeles, CA. 90033Telephone: 323-343-0707 Facsimile: \_\_\_\_\_E-Mail Address: dsypinero@coroner.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Silvia GonzalezTitle: Administrative Services Manager IIAddress: 1104 N. Mission Road, Los Angeles, CA. 90033Telephone: (323) 343-0682 Facsimile: \_\_\_\_\_E-Mail Address: sgonzalez@coroner.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** VertiQ Software LLC.**CONTRACT NO:** ME2021-01-C**CONTRACTOR'S PROJECT MANAGER:** Anthony KesselName: Anthony KesselTitle: CEOAddress: PO Box 787Morgan Hill, CA 95038Telephone: (408) 778-0608Facsimile: (408)782-0850E-Mail Address: Anthony@vertiq.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Anthony KesselTitle: CEOAddress: PO Box 787Morgan Hill, CA 95038Telephone: (408) 778-0608Facsimile: (408)782-0850E-Mail Address: Anthony@vertiq.com

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**Name: Cheryl RossiTitle: Sales ManagerAddress: PO Box 787Morgan Hill, CA 95038Telephone: (408) 778-0608 ext. 3016Facsimile: (408) 782-0850E-Mail Address: Cheryl@vertiq.com



## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

*Applicability of the forms below is based on the type of contract.*

### **COVID-19 COMPLIANCE**

*COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.*

G COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

### **NON-IT CONTRACTS**

*A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.*

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**OR**

### **IT CONTRACTS**

*A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.*

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**OR**

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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

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

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

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

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

CONTRACTOR NAME VertiQ Software LLC. Contract No. ME2021-01-C

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

~~Except for preexisting materials, software and other existing items created by Contractor prior to the effective date of the contract,~~ Contractor and Contractor's Staff agree that all materials, documentation created by County in the RFP process is the sole property of County.

SIGNATURE: 

DATE: 03 / 23 / 2022

PRINTED NAME: Anthony Kessel

POSITION: CEO

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

I, Anthony Kessel, on behalf of VertiQ Software LLC., (the  
“Contractor”), certify that on County Contract ME2021-01-C [ENTER  
CONTRACT NUMBER AND NAME]:

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

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

\*Contractor Personnel includes subcontractors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
Signature

03/15/2022  
\_\_\_\_\_  
Date

CEO  
\_\_\_\_\_  
Title

VertiQ Software LLC.  
\_\_\_\_\_  
Company/Contractor Name

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME VertiQ Software LLC, Contract No. ME2021-01-C

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: 

DATE: 03 / 15 /2022

PRINTED NAME: Anthony Kessel

POSITION: CEO

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Agustina Berraz Montyn

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

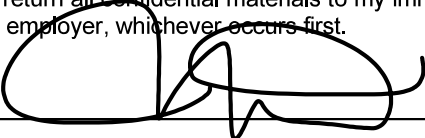
**CONFIDENTIALITY AGREEMENT:**

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

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

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

SIGNATURE:  \_\_\_\_\_

DATE: 03 / 15 / 2022

PRINTED NAME: Agustina Berraz Montyn

POSITION: Developer

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Alex Chavez

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: 

DATE: 03 / 15 / 22

PRINTED NAME: Alex Chavez

POSITION: Sales & Marketing Support

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Barbara Alexandra Hamburg

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE:


DATE: 3 / 15 / 2022

PRINTED NAME:

Barbara Alexandra Hamburg

POSITION:

Customer Relationship Manager



CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Cheryl Rossi

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

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

SIGNATURE: 

DATE: 03 /15 /2022

PRINTED NAME: Cheryl Rossi

POSITION: Sales Manager

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Fabian Valli

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

SIGNATURE: 

DATE: 03 / 15 / 2022

PRINTED NAME: Fabian Valli

POSITION: Chief engineer

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

Contractor Name VertiQ Software LLC. Contract No. ME2021-01-C

Employee Name Gabriela, Calgaro

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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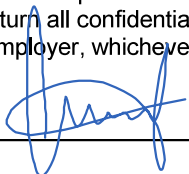
**CONFIDENTIALITY AGREEMENT:**

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

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

SIGNATURE:  \_\_\_\_\_

DATE: 3 / 15 / 2022

PRINTED NAME: Gabriela, Calgaro

POSITION: Functional Analyst Manager



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

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CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## A baby's story

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

### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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





# *Ley de* Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

## ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

## ¿Por qué se está haciendo esto en California? ?

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

## Historia de un bebé

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



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT K

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

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks;<sup>[MC1][JA2]</sup> and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:



- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services

offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

#### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

#### 5. SHARING COUNTY INFORMATION AND DATA

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

#### 6. CONFIDENTIALITY

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

Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

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

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

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

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

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

## 8. SUBCONTRACTORS AND THIRD PARTIES

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

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

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. [RS3]All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this



Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

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

### 13. ACCESS CONTROL

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

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

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

### 14. SECURITY AND PRIVACY INCIDENTS

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

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

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Jeffrey Aguilar  
Acting Chief Information Security Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5600

**Chief Privacy Officer:**

Lillian Russell

Chief Privacy Officer  
320 W Temple, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Name: Darwin Sypinero  
Departmental Information Security Officer  
Address: 1104 N. Mission Rd. Los Angeles CA. 90033  
City, State Zip  
Telephone: 323-343-0707  
Email address: [dsypinero@coroner.lacounty.gov](mailto:dsypinero@coroner.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions<sup>[MC4][JA5]</sup>.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information any unauthorized disclosure of the County's Confidential Information would cause substantial and irreparable harm that could not be remedied by the payment of damages alone, and therefore, that in the

instance of any such breach, the County will be entitled to appropriate and equitable relief in addition to any other remedies, including injunctive relief, it might have in law. AUDIT AND INSPECTION

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

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

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

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

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

## 16. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$ 3,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## 17. PRIVACY AND SECURITY INDEMNIFICATION

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

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).<sup>[MC6][JA7]</sup>

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

### ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, Contractor hereby grants to County a non-exclusive, non-transferable worldwide license to use the SaaS within its own jurisdiction, in addition to any documentation and training materials specifically related to the software, during the term of this Contract to enable the County to have access to the contractual purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION<sup>[MC8][JA9][CR-V10]</sup>.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Data Center Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 2, Type 2 audit, including follow up documentation providing evidence of such corrections. The



results of the SOC 2, Type 2 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 2, Type 2 audit certification upon request.

- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Registrar-Recorder/County Clerk (RR/CC)	
<b>SUBJECT</b>	NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT EXTENSION WITH RUNBECK ELECTION SYSTEMS, INC. (RUNBECK) FOR VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	If Yes, please explain why: The RR/CC plans to enter into a sole source contract extension negotiation with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract with Runbeck ends on December 31, 2024. Per Sole Source Policy 5.100 (Sole Source Contracts and Amendments), advance written notice and justification is to be given to the Board of Supervisors at least six months (June 30, 2024) prior to the expiration of the current contract.	
<b>COST &amp; FUNDING</b>	Total cost: TBD	Funding source: Funding for FY 2023-24 services is included in the Department's Final Adopted budget. Additional funding for future fiscal years will be requested through the annual budget process.
	TERMS (if applicable):	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	The purpose is to request an extension of Contract #20-001 to ensure Election Management System (EMS) software, interfaces, and related support and maintenance services continue while work to implement the new modern, scalable, and secure EMS arrives before the end of 2025 and will be utilized for the June 2026 Election.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Department of Registrar-Recorder/County Clerk (RR/CC) is responsible for the registration of voters, maintenance of voter records, vote by mail, petitions, polling location officers and polling location files, and the conduct of federal, State, and special elections that affect Los Angeles County.</p> <p>System license, maintenance and support services are required for the continued support of the Department's VIMS as well as any future system enhancements which are legally mandated by the Help America Vote Act (HAVA) and/or State of California law, regulation, or statute.</p> <p>As such, the Department plans to enter into a sole source contract extension negotiation with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system. Furthermore, this support is required by Runbeck to ensure the current system license, maintenance, and support services continue with no interruptions for at least twenty-four (24) months, for the Department to complete the replacement solution to be developed by 2026. This will allow the Department to continue uninterrupted and critical support of VIMS and the support of all elections while working on the new system's implementation.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Jerome Jordan, Assistant Registrar-Recorder/County Clerk, Administration (562) 462-2652 <a href="mailto:jjordan@rrcc.lacounty.gov">jjordan@rrcc.lacounty.gov</a> Aman Bhullar Assistant Registrar-Recorder/County Clerk, Information Technology (562) 462-2714 <a href="mailto:abhullar@rrcc.lacounty.gov">abhullar@rrcc.lacounty.gov</a>	





## LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

DEAN C. LOGAN

Registrar-Recorder/County Clerk

May 29, 2024

TO: Supervisor Lindsey P. Horvath, Chair  
Supervisor Hilda L. Solis  
Supervisor Holly J. Mitchell  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Dean C. Logan, Registrar-Recorder/County Clerk

### **NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT EXTENSION WITH RUNBECK ELECTION SYSTEMS, INC. (RUNBECK) FOR VOTER REGISTRATION SYSTEM LICENSE AND SUPPORT SERVICES**

This is to inform your Board of the Department of Registrar-Recorder/County Clerk's (Department) intent to negotiate a sole source contract extension with Runbeck. The Department is responsible for the registration of voters, maintenance of voter records, vote by mail, petitions, polling location officers and polling location files, and the conduct of federal, State, and special elections that affect Los Angeles County. The extension is required to ensure Election Management System (EMS) software, interfaces, and related support and maintenance services continue while work to implement the new modern, scalable, and secure EMS arrives before the end of 2025 and will be utilized for the June 2026 Election.

#### **OVERVIEW**

System license, maintenance, and support services are required for the continued support of the Department's Voter Information Management System (VIMS) as well as any future system enhancements which are legally mandated by the Help America Vote Act (HAVA) and/or State of California law, regulation, or statute.

As such, the Department plans to enter into a sole source contract extension negotiation with Runbeck to ensure sufficient time is allocated for the implementation of the new EMS replacement solution/system. Furthermore, this support is required by Runbeck to ensure the current system license, maintenance, and support services continue with no interruptions for at least twenty-four (24) months, for the Department to complete the replacement solution to be developed by 2026. This will allow the Department to continue

uninterrupted and critical support of VIMS and the support of all elections while working on the new system's implementation.

### **FINANCIAL IMPACT**

Funding for FY 2023-24 services is included in the Department's Final Adopted budget. Additional funding for future fiscal years will be requested through the annual budget process.

### **CLOSING**

In accordance with Board Policy 5.100, the Department must provide advance written notice and justification to the Board at least six (6) months prior to the expiration of the existing contract (December 31, 2024) when it is the department's intent to execute a new sole source contract extension for continued services. We will proceed to enter into negotiations with Runbeck after the four-week notification period unless otherwise directed. The negotiated contract with Runbeck is expected to be provided for your approval no later than September 30, 2024. The current timeline for the new EMS is to go-live before the end of 2025 and will be utilized for the June 2026 Election.

If you have any questions or need further information, please contact me at (562) 462-2716 or your staff may contact Jerome Jordan, Assistant Registrar/County Clerk, at (562) 462-2652.

DCL:JG:JJ  
JS:VW:jw

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>	6/11/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Mental Health (DMH)	
<b>SUBJECT</b>	Ten-year lease for 15,233 square feet of office space and 61 on-site parking spaces at 10330 Pioneer Blvd, Santa Fe Springs 90670	
<b>PROGRAM</b>	American Indian Counseling Center (AICC)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	N/A	
<b>COST &amp; FUNDING</b>	Total cost: \$9,132,000.00	Funding source: Funded by Mental Health Services Act and by other State and Federal Funds
	TERMS (if applicable): The proposed lease will have an annual cost of \$3,868,000 for the first year, where the landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building.	
	Explanation: The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide use of office space for DMH.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	AICC is currently co-located with the Rio Hondo Mental Health Center located at 17707 Studebaker Road, Cerritos and both programs have outgrown their current space. Once a suitable location for the Rio Hondo Mental Health Center is secured and built-out, DMH intends to completely vacate the existing location and terminate its lease because the existing location does not meet either programs' needs. Additionally, the smaller AICC program currently located at 947 Cole Street, Hollywood will be incorporated and moved to the proposed Premises to increase the capacity for client care. The space vacated by AICC at the Cole Street lease will then be available to expand services and continue to offer other programs in the Hollywood area.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

*"To Enrich Lives Through Effective and Caring Service"*

June 25, 2024

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

Dear Supervisors:

**TEN-YEAR LEASE USING  
COMMERCIAL PAPER NOTES TO FUND TENANT IMPROVEMENTS  
DEPARTMENT OF MENTAL HEALTH  
10330 PIONEER BLVD, SANTA FE SPRINGS  
(FOURTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new ten-year lease for 15,233 square feet of office space, and 61 on-site parking spaces for the Department of Mental Health (DMH) American Indian Counseling Center (AICC) and authorization of the issuance of taxable commercial paper notes (Notes) through the Los Angeles County Capital Asset Leasing Corporation Lease Revenue Note Program (Note Program) to provide financing for the tenant improvement (TI) costs.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Find that the issuance of Notes through the Note Program to finance TI costs is not subject to CEQA because they are activities that are excluded from the definition of a project for the reasons stated in this Board letter and in the record of the project.

3. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with Omninet Pioneer, LP (Landlord), for approximately 15,233 square feet of office space, and 61 on-site parking spaces located at 10330 Pioneer Blvd., Santa Fe Springs (Premises) to be occupied by DMH. This proposes a lease for a term of ten years. The estimated maximum first year base rental cost is \$503,000. The estimated total proposed lease cost, including costs for TIs and low-voltage items, is \$9,132,000 over the ten-year term. The rental costs will be funded by the Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.
4. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$1,905,000 for the County's TI contribution.
5. To finance the County's TI contribution, establish TI Project No. 98704 and 58704 for the proposed lease at the Premises.
6. Authorize the issuance of Notes through the Note Program in the amount not-to-exceed \$1,905,000, for the County's TI contribution. Also, approve an amount not-to-exceed \$191,000, to be funded by the benefiting department, for interest due to the Landlord until the County payment is received.
7. Authorize the Director of DMH, or her designee, to contract with and direct the Internal Services Department in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not-to-exceed \$1,460,000 paid in a lump sum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
8. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the terms of the proposed lease, including, without limitation, exercising any early termination rights.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The AICC is currently co-located with the Rio Hondo Mental Health Center located at 17707 Studebaker Road, Cerritos and both programs have outgrown their current space. Once a suitable location for the Rio Hondo Mental Health Center is secured and built out, DMH intends to completely vacate the existing location and terminate its lease because the existing location does not meet either programs' needs. Additionally, the smaller AICC program currently located at 947 Cole Street, Hollywood will be incorporated and

moved to the proposed Premises to increase the capacity for client care. The space vacated by AICC at the Cole Street site will then be available to expand services and continue to offer other programs in the Hollywood area.

The AICC is a directly operated clinic that services American Indians/Alaskan natives throughout Los Angeles County whose programs offer a Full-Service Partnership for every age group, Field Capable Clinical Services, Wellness Services, Adult and Child Prevention and Early Intervention services, and specialized foster care. It is the only directly operated clinic in the County that provides culturally sensitive services to American Indians/Alaskan natives.

There will be 49 employees housed at the proposed Premises with an additional 16 positions budgeted for growth. Currently, the program assists between 80 to 110 clients per day at the clinic, however, with the additional space and staffing, it is anticipated that there will be a 35 percent increase of clients who will visit the proposed Premises per day to receive mental health services. On average, clients are at the clinic anywhere between 30 minutes to three hours each visit, depending on the types of services being rendered. Due to these in-person visits from patients who see clinicians or psychiatrists, interviews, and group therapy activities at the proposed Premises, there are no immediate plans for extensive teleworking.

DMH selected the Premises due to its location within Service Area 7, which is close to Downey and Norwalk where there is a high concentration of the target population. In addition, the proposed Premises has ample parking and is close to freeway access and in close proximity to public transportation such as the Norwalk Transit System and LA Metro.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions, and Key Objective No. 4. Guide Strategic Decision Making.

The proposed lease supports the above goals and objective by providing DMH’s AICC with adequate space in the appropriate service area.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

## **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$503,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease over the entire ten-year term, including costs for TIs and Low-Voltage Items, is \$9,132,000 as shown in Enclosure B. The proposed lease costs will be fully funded by the Mental Health Services Act and other State and Federal funds that are already included in DMH's existing budget. DMH will not be requesting additional net County cost for this action.

Traditionally, the County borrows the TI dollars from the landlord at interest rates in the range of 9 to 10 percent. The Note Program serves as an alternative funding mechanism to finance the TI costs in place of the TI funding provided by the landlord. For budgetary and planning purposes, the County assumes an interest of 7 percent for the Note Program. However, the interest rate of the Notes will be based on the market conditions at the time of issuance. It is anticipated that the department can borrow the TI dollars at a lower rate than that offered by the landlord, and thereby achieve a cost savings.

The Notes will be issued to fund the County's TI contribution after completion of the TI project, tenant department takes occupancy of the leased space, and reconciliation of project expenditures. After the Landlord is reimbursed for the TI, DMH would begin to repay the Note costs, which include principal, interest, administrative fees, and insurance. The Notes will have a final repayment date not to exceed five years from the date of issuance and a minimum of 20 percent principal borrowing repayment is required annually. The redemption must be incorporated in benefiting department's annual budget. The Chief Executive Office (CEO) will coordinate with the tenant department to determine the amount of available cash to repay all or a portion of the outstanding Notes and process the planned redemptions no later than May 15<sup>th</sup> of each year for redemption of the outstanding Notes to be completed by June 30<sup>th</sup> of each year.

Should the Note Program be used to pay the County's TI contribution, sufficient funds would be appropriated through the budget process in the TI project number under J50 to allow for the lump sum payment to the Landlord. Sufficient funds for the proposed lease and County TI reimbursement costs, including repayment amounts for the Note Program or repayment to the Landlord, as applicable, would be appropriated in the Rent Expense budget and will be billed back to DMH.

Subject to the lease terms, there may be interest due to the Landlord until the County payment is received. Since this interest cost is not eligible to be financed under the Note Program, this interest cost will be paid by the Rent Expense budget and the costs will be disbursed to DMH.

The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DMH.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- The annual rental rate will be \$33 per square foot, per year and is subject to fixed annual increases of three percent.
- Total TI costs are expected to be \$2,665,775. The Landlord will provide \$761,650 (\$50 per square foot) base TI allowance.
- The County will reimburse the Landlord up to \$1,905,000 (\$125 per square foot) as the County's lump sum TI contribution.
- The County will pay up to \$1,460,000 for the lump sum cost of the Low-Voltage Items.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- Parking cost is included in the base rent at no additional cost.
- A ten-year initial term with one option to extend the lease for an additional five years with 12 months' notice, at fair market rent.
- The County has the right to terminate the proposed lease any time after the eighth year, with 180 days' prior written notice subject to payment of a termination fee.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the first six months of the holdover period will be at the base rent at the time of the lease expiration and increase by 10 percent of the base rent after the initial six-month period. The Landlord agrees to credit the County all holdover fees paid to the Landlord during the holdover period if the County renews the proposed lease.



- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the TIs by the Landlord and acceptance of the Premises by the County.

The CEO issued a flyer soliciting proposals for available space from landlords, brokers, and other owner representatives, for this space need, through the Board's Executive Office website and Real Estate's County website. None of the responses received were suitable for DMH's needs due to lack of available space and/or parking. The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.80 and \$33.96 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working space is not a suitable option for DMH's program due to the high volume of clients who need in-person services each day and the highly confidential nature of the program's services.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected the Premises and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Santa Fe Springs has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the enclosed proposed lease and has approved it as to form. The lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide for a suitable office location for DMH's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

The Note Program is a short-term financing program used by the County to provide the initial funding mechanism for construction and capital improvement projects. The Notes issued through the Note Program are short-term variable rate debt instruments and the interest rate is reflective of the market conditions at the time of issuance. Upon project completion and after occupancy of the leased spaces and reconciliation of project

expenditures, Notes will be issued to remit for the TI costs.

The Note Program process involves the County making a lump sum payment to the landlord upon reconciliation of the final TI costs by use of a special fund, designated as J50. The J50 fund has been established to capture the TI expenditures exclusively related to the TIs funded by the Notes.

### **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 (Existing Facilities) of the State CEQA Guidelines (Guidelines). The proposed lease amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in the Existing Facilities exemption of the Guidelines, and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Using the Note Program to finance the TIs is not subject to CEQA because they are activities that are excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378 of the State CEQA Guidelines. The proposed action to establish TI project numbers and authorize the issuance of short-term Notes is organizational and an administrative activity of government that will not result in indirect or direct physical changes to the environment pursuant to section 15378(b)(5).

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. DMH concurs with the proposed lease and recommendations.

The Honorable Board of Supervisors  
June 25, 2024  
Page 8

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:EG:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Internal Services  
Mental Health

**DEPARTMENT MENTAL HEALTH  
10330 PIONEER BLVD**

**Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>	X		
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> Consolidates the AICC programs from two sites so cannot co-locate with other functions.		X	
C	Does this lease centralize business support functions? <sup>2</sup> The primary function is a clinic		X	
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> 234 sq. ft (based on 65 staff); Proposed premises provides for 2 conference rooms, 1 group room, 2 waiting areas (one each for adult and children), and other miscellaneous rooms for program's operations		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
<b>2. <u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?			X
G	Was build-to-suit or capital project considered? <sup>2</sup>			X
<b>3. <u>Portfolio Management</u></b>				
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?		X	
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**  
**10330 Pioneer Blvd., Santa Fe Springs, California 90670**  
**Department of Mental Health**

**Basic Lease Assumptions**

Leased Area (sq.ft.)	15,233	
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$ 2.75	\$ 33.00
Term (Month/Years)	120 months/ 10 years	
Annual Rent Adjustment	3%	
Parking	<b># of Spaces</b>	
	61	
Tenant Improvement Costs	<b>Lump Sum</b>	
	\$ 1,904,125	
Low Voltage Costs	<b>Lump Sum</b>	
(TESMA Labor & Materials)	\$ 1,460,000	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	10 <sup>th</sup> Year	Total 10 Year Rental Costs
<b>Annual Base Rent Costs <sup>(1)</sup></b>	\$503,000	\$518,000	\$534,000	\$550,000	\$566,000	\$583,000	\$601,000	\$619,000	\$637,000	\$656,000	<b>\$5,767,000</b>
<b>Tenant Improvement Costs</b>	\$ 1,905,000	\$0	\$0	\$0	\$0	\$0	\$0				<b>\$1,905,000</b>
<b>Total Cost Paid to Landlord</b>	\$2,408,000	\$518,000	\$534,000	\$550,000	\$566,000	\$583,000	\$601,000	\$619,000	\$637,000	\$656,000	<b>\$7,672,000</b>
<b>Low Voltage Costs</b>	\$1,460,000										<b>\$1,460,000</b>
<b>Total Annual Lease Costs</b>	<b>\$3,868,000</b>	<b>\$518,000</b>	<b>\$534,000</b>	<b>\$550,000</b>	<b>\$566,000</b>	<b>\$583,000</b>	<b>\$601,000</b>	<b>\$619,000</b>	<b>\$637,000</b>	<b>\$656,000</b>	<b>\$9,132,000</b>

**Footnotes**

<sup>(1)</sup> The Rent is subject to annual escalations fixed at 3% per year.

**\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

**DEPARTMENT OF MENTAL HEALTH  
SPACE SEARCH – 3 MILE RADIUS**

LACO	Name	Address	Ownership	Gross SQFT	Available
X168	Harry Hufford Registrar - Recorder/Co Clerk Building	12400 E Imperial Hwy Norwalk 90650	Financed	262,510	NONE
5685	Norwalk Courthouse	12720 Norwalk Blvd Norwalk 90650	CA State & LA County	225,008	NONE
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	221,285	NONE
A068	Norwalk Government Center (aka Bechtel Building)	12440 E Imperial Hwy Norwalk 90650	Leased	216,324	NONE
A355	DCFS - Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs 90670	Leased	65,568	NONE
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	41,720	NONE
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	40,500	NONE
6335	Probation - Rio Hondo Area Office	8240 S Broadway Ave Whittier 90606	Owned	19,997	NONE
A279	South Whittier District/Sheriff's Sub - Station	13525 Telegraph Rd South Whittier 90605	Leased	3,162	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Department of Mental Health (DMH) – 10330 Pioneer Boulevard – Fourth District.

**A. Establish Service Function Category – DMH American Indian Counseling**

**B. Determination of the Service Area –** Northwestern portion of SA7 which includes Santa Fe Springs, Commerce, Downey, and Norwalk areas.

**C. Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Services provided in the surrounding areas such as Commerce, Downey and Norwalk.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Norwalk Transit System and Metro.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet DMH's needs.
- Compatibility with local land use plans: The City of Santa Fe Springs has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$9,132,000.

**D. Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.80 and \$33.96 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is within the market range for the area.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for 49 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.



**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**OMNINET PIONEER, LP - Landlord**

**10330 PIONEER BLVD**

**SUITE 230, 250, 212, 210, 215**

**SANTA FE SPRINGS, CALIFORNIA 90670**

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## **EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between OMNINET PIONEER, LP, a Delaware Limited Partnership ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms

The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>Omninet Pioneer, LP, 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour Email: Michael@omninet.com</p> <p>With a copy to:</p> <p>Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations Email: maryr@omninet.com</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 15,233 rentable square feet, designated as Suites 210, 212, 215, 230, and 250, in the Building (defined below)</p>

	("Premises"), as shown on <u>Exhibit A</u> attached hereto.
(d) Building:	The Building located at 10330 Pioneer Boulevard, Santa Fe Springs, California 90670, which is currently assessed by the County Assessor as APN 8009-026-021 and 8009-026-023 (collectively, the "Property")
(e) Term:	Ten (10) years, commencing on the first day of the month following thirty (30) days after the date of Substantial Completion of Landlord's Work, delivery of Premises, and Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the 10 <sup>th</sup> annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.
(f) Estimated Commencement Date:	July 1, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	June 1, 2024
(h) Base Rent:	\$2.75 per rentable square foot per month (i.e., \$41,890.75 per month or \$502,689.00 per year) and subject to annual adjustments as described in Section 5.3 below
(i) Early Termination Date (see Section 4.4)	Provided that Tenant is not then in default under this Lease, Tenant will have the one-time right to terminate this Lease upon delivering at least One Hundred and Eighty (180) days' prior written notice to Landlord at any time after the 8 <sup>th</sup> annual anniversary of the Commencement Date of this Lease, subject to Tenant paying the unamortized portion of the Landlord's TI Allowance on an interest rate of seven and one-half percent (7.5%) per annum. Such right may be exercised by Tenant on one hundred and eighty (180) days' prior written

	notice to Landlord and Tenant's compliance with the terms of Section 4.4 herein.
(j) Intentionally Omitted	Intentionally Omitted
(k) Initial Departmental Use:	Department of Mental Health administrative offices with public intake, subject to Section 6.
(l) Parking Spaces:	61 unreserved parking spaces (i.e., 4.0 parking spaces/1,000 RSF) located in the Building's parking lot at no additional cost to the Tenant.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 1 p.m. on Saturdays
(n) Asbestos Report:	A report dated <u>April 1, 2024</u> prepared by <u>Hart Laboratory, Inc.</u>
(o) Seismic Report	A report dated _____ prepared by _____
(p) Disabled Access Survey	A report dated _____ prepared by _____

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$761,650.00 (i.e., \$50.00 per rentable square foot of the Premises)
(b) Tenant's TI Contribution:	\$1,904,125.00 (i.e., \$125.00 per rentable square foot of the Premises)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Not applicable
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	Not applicable



(e) Tenant's Work Letter Representative:	An assigned staff person of the Chief Executive Office - Real Estate Division
(f) Landlord's Work Letter Representative:	William Molina or an assigned person of the Landlord
(g) Landlord's Address for Work Letter Notices:	Omninet Pioneer, LP 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Michael Danielpour  With a copy to:  Omninet Property Management, Inc. 9420 Wilshire Blvd, Fourth Floor Beverly Hills, CA 90212 Attention: Commercial Operations
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter

## 2. PREMISES

### 2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

### 2.2 Measurement of Premises

Tenant shall have the right at any time prior to the Commencement Date of the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the

methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2017, Method A, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. A copy of such measurement report shall be delivered to Landlord. Landlord and Tenant hereby agree there will be no modification made to the Base Rent if the remeasured square footage exceeds or is less than the amount set forth in Section 1.1(c) above.

### **3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Area established by Landlord.

### **4. COMMENCEMENT AND EXPIRATION DATES**

#### **4.1 Term**

The Term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete, Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The terms "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean compliance with all of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes, and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises. Notwithstanding any contrary provision contained herein, the completion of the installation of Tenant's data (e.g., computer), telecom, telephone equipment and low voltage wiring and any other work which is Tenant's responsibility under this Lease (as opposed to Landlord's obligation) shall not be a condition precedent to the occurrence of Substantial Completion;

- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease; and

#### 4.2 Termination Right For Delay of Commencement Date

If the Commencement Date has not occurred within two hundred seventy (270) days following the date of Landlord's receipt of the final governmental building permits granting Landlord the right to perform the Tenant Improvements in the Premises, subject to extension for Tenant Delay(s) and/or Force Majeure Delays, and/or Change Authorizations, as provided in Landlord's Work Letter executed concurrently herewith, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of at least ninety (90) days prior written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period until the occurrence of the Commencement Date. Further, Tenant's early entry right is subject to Tenant not interfering with the completion of the Tenant Improvements in the Premises.

#### 4.4 Early Termination as of the Early Termination Date

Tenant shall have the one-time right to terminate this Lease at any time after the Early Termination Date specified in Section 1.1, by giving Landlord not less than one hundred and eighty days (180) days prior written notice, executed by Tenant's Chief Executive Officer or his/her designee. In the event Tenant terminates this Lease pursuant to this Section 4.4, Tenant shall pay Landlord the unamortized portion of the Landlord's TI Allowance with interest calculated at seven and one-half percent (7.5%) per annum. Such payment shall be made within thirty (30) days following the Early Termination Date and shall not exceed an amount equal to \$200,911.16.

#### 4.5 Intentionally Omitted

### 5. **RENT**

#### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of

contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month.

5.2 Base Rent Adjustments. The Base Rent is subject to three percent (3%) annual increases. Accordingly, Base Rent shall be paid in the following amounts, per the following payment schedule:

<u>Period of the Term</u>	<u>Monthly Base Rent</u>
Commencement Date – Month 12	\$41,890.75
Months 13 – 24	\$43,147.47
Months 25 – 36	\$44,441.90
Months 37 – 48	\$45,775.15
Months 49 – 60	\$47,148.41
Months 61 – 72	\$48,562.86
Months 73 – 84	\$50,019.74
Months 85 – 96	\$51,520.34
Months 97 - 108	\$53,065.95
Months 109 -120	\$54,657.92

**6. USES**

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, for any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation and on weekends and holidays.

**7. HOLDOVER**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from

Tenant's Chief Executive Officer or his/her designee.

During the first six (6) months of the Holdover Period, monthly Base Rent shall be equal to the last monthly Base Rent payable under this Lease prior to the Holdover Period, plus any other charges payable under this Lease, and subject to all of the terms, covenants, and conditions of this Lease. After the aforementioned initial 6-month Holdover Period, Monthly Base Rent shall increase to be 110% of the Base Rent ("Holdover Fee") and monthly Base Rent shall remain at this rate for the remainder of the Holdover Period. In the event Tenant elects to renew its Lease during the Holdover Period, then Landlord shall credit to Tenant as a credit against Base Rent next due during the renewal period the amount, if any, that the Holdover Fee exceeds the total Monthly Base Rent that otherwise would have been paid during the Holdover Period had the Monthly Base Rent been equal to that at the commencement of the new lease.

## **8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

## **9. DAMAGE OR DESTRUCTION**

### **9.1 Damage**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within fifteen (15) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

### **9.2 Tenant Termination Right**

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of equivalent value, condition and character that existed immediately prior to such casualty in less than one hundred

eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten (10) days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

### 9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

### 9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work to completion, as determined by Tenant in its reasonable discretion, then Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord.

## 10. REPAIRS AND MAINTENANCE

### 10.1 Landlord Representations

- (a) Landlord represents to Tenant that, to Landlord's actual knowledge as of the date hereof and on the Commencement Date:
  - i. Subject to the reports provided to Tenant as described in Section 1.1 above, the Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in reasonably good working order and condition;

- ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined); and
  - iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.

(c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of

the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or the Landlord's Work Letter.

- (d) Landlord agrees to indemnify and hold harmless Tenant from all damages, reasonable costs, and expenses, which result from a material breach of Landlord's representations contained in this Section 10.1, subject to the limitations set forth in this Lease.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - iv. elevators serving the Building;
  - v. landscaping throughout the Building, the Building perimeter, and parking areas
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
  - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);



- ii. interior partitions;
  - iii. doors, door frames and hardware;
  - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);
  - v. signage;
  - vi. emergency exit signage and battery replacement;
  - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
  - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time given the circumstances after the giving of such notice, but in any event not later than seven (7) days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under

the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) business days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In such case, Tenant shall promptly reimburse Landlord for such costs within thirty (30) days after completion and Tenant's receipt of an applicable invoice, prior written approval from tenant and Landlord and all supporting documentation. Any improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. This Section shall not apply to any Tenant Improvements as defined in Section 24.

## 11. **SERVICES AND UTILITIES**

### 11.1 Services

#### (a) Heating, Ventilation and Air Conditioning (HVAC)

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. If Tenant desires HVAC after or before Tenant's Hours of Operation, then Tenant shall pay to Landlord for such usage the rate of \$75.00 per hour, per zone. Such charges shall be paid to Landlord within thirty (30) days after Landlord's delivery of an applicable invoice. In addition, Landlord shall furnish HVAC, at Tenant's expense, at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment. Landlord shall, as part of the work described in Landlord's Work Letter, install submeters in any and all mechanical rooms of the Premises which shall measure the amount of electricity consumed therein during hours other than Tenant's Hours of Operation. Landlord shall cause such sub-meters to be read on a monthly basis and Tenant shall pay to Landlord for the electricity

consumed by the mechanical room(s) during hours other than Tenant's Hours of Operation within thirty (30) days after Landlord's delivery of an applicable invoice.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense.

(g) Pest Control

Landlord at its sole cost and expense shall provide any and all pest control services to the Premises per the specifications set forth in Exhibit D attached hereto.

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental

authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are pro-rated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) business days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

(i) Landscaping

Landlord, at its sole cost and expense, shall maintain all landscaping.

(j) Security

Landlord, at its sole cost and expense, shall be responsible for providing a roving security patrol for the common areas of the Building. Tenant, at its sole cost and expense, shall be responsible for providing security within the Premises (as needed).

**12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during Tenant's Hours of Operations upon prior written notice only for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

**14. TENANT DEFAULT**

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;
- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

#### 14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to commence to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five (5) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;

(c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or

(d) to terminate this Lease.

#### 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

#### 15.3 Emergency

Notwithstanding the foregoing notice and cure period, Tenant may cure any default after delivering written notice of such default to Landlord and where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

#### 15.4 Limitation of Liability

Notwithstanding anything to the contrary set forth in this Lease, Landlord, its managers, members, shareholders, partners, limited partners, general partners, officers, directors, contractors, agents and employees (collectively, "Landlord Parties") shall not be liable for any injury to Tenant's business or any consequential, punitive, special or exemplary damages, however occurring. Without limiting the foregoing, Landlord and the Landlord Parties shall not be liable for any claims, losses, liabilities or damages (collectively, "Losses") to the personal property of Tenant or its employees, invitees, customers, agents or contractors for any cause unless caused by gross negligence or intentional misconduct of Landlord Parties.

### 16. **ASSIGNMENT AND SUBLETTING**

#### 16.1 Assignment and Subletting

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent; provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Notwithstanding the foregoing to the contrary, this Lease shall not be assigned to the Department of Corrections or Department of Probation to the extent such departments use the Premises for public facing purposes as opposed to administrative office use.

## 16.2 Sale

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide prior written notice of said sale or transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).
- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied.

## 17. **ALTERATIONS AND ADDITIONS**

### 17.1 Landlord Consent

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;

- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

#### 17.2 End of Term

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

### 18. **CONDEMNATION**

#### 18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

#### 18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

#### 18.3 Partial Taking

If any portion, but not all, of the Premises or the Common Areas is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas is impaired by such Condemnation.



#### 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same (as reasonably determined by Tenant) after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

#### 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

#### 18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

### 19. INDEMNIFICATION

#### 19.1 Landlord's Indemnity

The Landlord shall indemnify, defend and hold harmless the Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees), arising from or connected with the Landlord's repair, maintenance and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises.

#### 19.2 Tenant's Indemnity

The Tenant shall indemnify, defend and hold harmless the Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including reasonable attorney and expert witness fees) arising from or connected with the Tenant's repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's use of the Premises.

### 20. INSURANCE

During the term of this Lease, the following insurance requirements will be in effect:

## 20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

## 20.2 General Insurance Provisions – Landlord Requirements

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

### (a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.
- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

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

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and reasonably acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

Landlord's insurance policies, with respect to any claims related to the Common Areas and Premises, shall be primary with respect to all other sources of coverage available to Tenant. Any Landlord maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Tenant coverage. Tenant's insurance policies shall be primary with respect to all of Tenant's personal property, furniture, fixtures and equipment located within the Premises.

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

Landlord's policies shall not obligate the Tenant to pay any portion of any Landlord deductible or SIR.

(i) Per Occurrence Coverage

If any part of the Required Insurance is written on a per occurrence basis, any policy retroactive date shall precede the start date of this Lease. Landlord understands and agrees it shall maintain such coverage until the date of the closing of any sale of the Building by Landlord to a third party.

(j) Application of Excess Liability Coverage

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

(k) Separation of Insureds

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

(l) Intentionally Omitted

### 20.3 Insurance Coverage Types And Limits

(a) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 3 million
Products/Completed Operations Aggregate:	\$ 2 million
Personal and Advertising Injury:	\$ 2 million
Each Occurrence:	\$ 2 million

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

### 20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

(a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 5 million
Products/Completed Operations Aggregate:	\$ 5 million
Personal and Advertising Injury:	\$ 3 million
Each Occurrence:	\$ 3 million

Landlord shall be permitted to maintain such coverage pursuant to an umbrella or excess polic(ies) of insurance.

(b) Commercial Property Insurance. Such insurance shall:

i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.

ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## **21. PARKING**

### **21.1 Tenant's Rights**

Tenant shall have the right to the number of unreserved parking spaces set forth in Section 1.1, without charge, for the Term of this Lease. Up to ten percent (10%) of Tenant's parking spaces may be provided as tandem parking spaces, provided Landlord, at its sole cost and expense, includes a reasonable number of parking attendants for such tandem parking, and Landlord must give sixty (60) days' advance written notification to Tenant of Landlord's election to provide tandem parking spaces. Other than such ten percent (10%) allocation, no other tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building.

### **21.2 Remedies**

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever other than an emergency or Landlord's performance of its repair and maintenance obligations, ten percent (10%) or more of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), and, if such parking spaces are not restored to Tenant within five (5) business days after Landlord's receipt of written notice from Tenant then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to the Base Rent times the percentage of parking spaces not so provided, but such deduction from Base Rent shall be not less than ten percent (10%) nor more than one hundred percent (100%) of the Base Rent.

## **22. ENVIRONMENTAL MATTERS**

### **22.1 Hazardous Materials**

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used

and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## 22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and reasonable expenses arising at any time during or after the Term as a result of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas caused by Landlord or Landlord's other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises in violation of applicable laws. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

## 22.3 Tenant Indemnity

Tenant agrees to indemnify, defend and hold harmless Landlord and the Landlord Parties from and against all liability, expense (including defense costs, legal fees and response costs imposed by law) and claims for damages which arise out of the presence of Hazardous Materials on the Premises caused by Tenant or Tenant's contractors, agents or employees.

The indemnification provisions of this Section 22 shall survive the expiration or earlier termination of this Lease.

**23. ESTOPPEL CERTIFICATES**

Tenant shall, within thirty (30) business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

**24. TENANT IMPROVEMENTS**

Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

**25. LIENS**

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

**26. SUBORDINATION AND MORTGAGES**

26.1 Subordination and Non-Disturbance

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

26.2 Existing Deeds of Trust

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within thirty (30) days after the Commencement Date, subject to any delay by Landlord's lender.

26.3 Notice of Default

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional ten days within which to cure such default.



**27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant may (but shall not be required to) remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

**28. SIGNAGE**

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall have the right to install, at Landlord's sole cost and expense, up to two (2) lines per 1,000 rentable square feet of the Premises on the Building's directory board in the main lobby of the Building. Subject to Landlord's prior written approval, Tenant shall be permitted, at Tenant's sole cost and expense, to install identification signs at the entrance to the Premises that conform with any and all applicable laws and ordinances.

**29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

**30. GENERAL**

30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than Jones Lang LaSalle Brokerage Inc. (in cooperation with Jones Lang LaSalle Americas (the "Tenant's Agent") and CBRE (Landlord's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms

of any commissions due shall be pursuant to a separate commission agreement between Landlord and Tenant's Agent.

30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery (whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

### 30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

### 30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

### 30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

### 30.13 Counterparts: Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

**31. AUTHORITY**

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

**32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

**32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

**32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it

violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### 32.3 Landlord Assignment

- (a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.
- (b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void. It is hereby expressly agreed that a sale agreement which sets forth sale of the Building or an assignment agreement pursuant to which Landlord assigns its interest in this Lease in connection with a sale of the Building do not constitute a Security Agreement under this Lease.
- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) If Landlord shall be convicted by applicable Court of law of violating the provisions of Section 5951 of the California Government Code, such conviction, which is a requirement for Tenant to exercise its remedies pursuant to Section 5954 of the California Government Code, will constitute a material breach of this Lease, upon which Tenant shall have the right to exercise the remedy set forth in such Section 5954 of the California Government Code. In addition, in the event Landlord is convicted of violating Section 5951 of the California Government Code, Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an

assignee or transferee) at least thirty (30) days prior to the effective date thereof.

- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, other than purchasers, lenders and prospective purchasers and lenders and all of their legal representatives and brokers on a need to know basis, except with Tenant's prior written consent. Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.
- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.
- (h) Notwithstanding any contrary provision contained in this Lease, Landlord shall have the right at any time and from time to time, to refinance the Building or transfer Landlord's right, title and interest in and to the Building or Property without Tenant's consent.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course.

International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

**33. IRREVOCABLE OFFER**

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

**34. OPTION TO EXTEND.**

(a) Option Term. Provided that no material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one (1) option to renew this Lease for an additional period of five (5) years (the "Extension Term").

(b) Exercise of Option. Tenant must exercise its option to extend this Lease by:

(i) giving Landlord written notice of its intention to do so (its "Notice of Intent") no later than twelve (12) months, nor earlier than nine (9) months, prior to the end of the initial Term, and

(ii) after Market Rental Value has been determined as provided below, and after the Board of Supervisors has approved the exercise of the option to renew, by giving written notice of its election to exercise such option. It is understood that Tenant will not exercise its option until after the Board of Supervisors has approved doing so, which will not be prior to the determination of the Market Rental Value, as provided below. If the Board of Supervisors has not approved the exercise of such option prior to ninety (90) days after the expiration of the Term of this Lease as then in effect, Tenant shall be entitled to holdover at the holdover rental rate as provided in this Lease. If Tenant fails to give written notice of its election to exercise the option to Landlord, Landlord will promptly provide written notice to Tenant that the Term shall not be extended unless Tenant responds within ten (10) business days in writing electing to exercise its renewal option, and Tenant shall respond by the expiration of such ten (10) business day period by delivering written notice of its election to exercise such renewal option or election not to exercise such renewal option. Tenant's failure to notify Landlord of its election to exercise such renewal option, within ten (10) business day after receipt of such written notice shall terminate this Lease as of the Expiration Date, and neither Landlord nor Tenant will have any further obligation or liability under this Lease arising or continuing from and after such Expiration Date, subject, however, to the provisions that expressly survive expiration or termination of this Lease.

(c) Terms and Conditions of the Extension Term. The Extension Terms shall be on

all the terms and conditions of this Lease, except that the Base Rent during Extension Terms shall be equal to one hundred percent (100%) of Market Rental Value for the Premises as of the commencement of the Extension Term ("Adjusted Market Rental Value") to be determined as set forth below, including, but not limited to, the comparable rental rate, escalation, abatement, tenant improvement allowances (after first reasonably deducting the value of the existing improvements) then being offered to renewing tenants leasing space in the Santa Fe Springs and Commerce office sub-market area ("Market").

Notwithstanding any contrary provision contained herein, during the Extension Term, Landlord shall have the right, but only in connection with Landlord's redevelopment of the Building or Property, to terminate this Lease, without cause and without payment of any penalty to Tenant, upon delivering at least twenty-four (24) months prior written notice to Tenant (and, accordingly, the Lease shall terminate as of the last day of such twenty-four (24) month period).

(d) Agreement on Base Rent. Landlord and Tenant shall have ninety (90) days after Landlord receives the Notice of Intent in which to agree on the Base Rent during the applicable Extension Term. Base Rent during the Extension Term shall be the Adjusted Market Rental Value of the Premises calculated as of the date Tenant gives its Notice of Intent with respect to its option to extend.

(e) Market Rental Value. The term "Market Rental Value" shall be the rental rate that comparable Premises in the Market in which the Premises is located would command for the same term as the Extension Term on the open market at the time Tenant provides its Notice of Intent. For purposes hereof, the term "comparable Premises" shall mean premises in a building similar in size and location to the Building in the Market, taking into account any improvements installed by or on behalf of Tenant in the Building, the fact that Tenant is not required to pay operating expenses, insurance or taxes for the Premises and the fact that Tenant is not required to pay for electricity, water, sewer, trash and janitorial utilities and services for the Premises. In determining the Market Rental Value, additional appropriate consideration shall be given to Tenant's creditworthiness, the annual amount per rentable square foot that Landlord has accepted in current transactions between non-affiliated parties from non-sublease, non-expansion, space for renewal and non-equity tenants of comparable creditworthiness for comparable premises for a comparable use for a comparable period of time, the annual rental rates per square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and the fact that Tenant is not required to pay operating expenses, insurance or taxes pursuant to this Lease, parking rights and obligations, signage rights, abatement provisions reflecting free rent, tenant improvements and any other tenant inducements then being offered to renewing tenants leasing space in the Market, however, the fact that brokerage commissions are or are not payable for such comparable transactions shall be excluded from such calculation.

(f) Opinion. Landlord shall submit its opinion of Market Rental Value to Tenant within fifteen (15) days after Landlord's receipt of the Notice of Intent, and Tenant shall respond thereto within ten (10) days thereafter by either (a) accepting Landlord's opinion of Market Rental Value (in which case, such Market Rental Value shall be used to determine Base Rent during the Extension Term) or (b) submitting Tenant's opinion of Market Rental Value. If Landlord and Tenant cannot agree upon the Market Rental Value of the Premises within fifteen (15) days thereafter, then Landlord and Tenant within five (5) days shall each submit to each other their final written statement of Market Rental Value ("Final Statement"). Within ten (10) days thereafter Landlord and Tenant shall together appoint



one real estate appraiser (who shall be a Member of the American Institute of Real Estate Appraisers) (or, if both Landlord and Tenant agree, a certified property manager with ten (10) years' experience) who will determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraiser's opinion) Market Rental Value of the Premises. If Landlord and Tenant cannot mutually agree upon an appraiser within said ten (10) day period, Tenant may apply to the Presiding Judge of the Superior Court for Los Angeles County, requesting said Judge to appoint the M.A.I. qualified appraiser. The appraiser so appointed shall promptly determine whether Landlord's or Tenant's Final Statement of Market Rental Value is the closest to the actual (in such appraisers' opinion) Market Rental Value of the Premises, and such Final Statement of Market Rental Value shall be the Market Rental Value used in determining Base Rent during the Extension Term. The fees and expenses of the appraiser shall be borne equally by Landlord and Tenant. The appraiser appointed or selected pursuant to this Section shall have at least ten (10) years' experience appraising commercial properties in Los Angeles County.

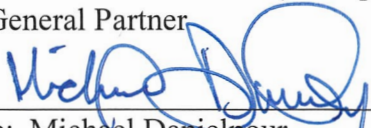
(g) Amendment of Lease. Immediately after the Board of Supervisors approves the exercise of any option granted pursuant to this Section 34, and such option is exercised, Landlord and Tenant shall execute an amendment to this Lease setting forth the new Base Rent in effect.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

**OMNINET PIONEER, LP,  
A Delaware limited partnership**

By: Omninet Pioneer GP, LLC,  
A California limited liability company  
Its: General Partner

By:   
Name: Michael Danielpour  
Title: Manager of General Partner

TENANT:

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

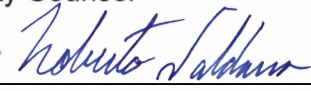
ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

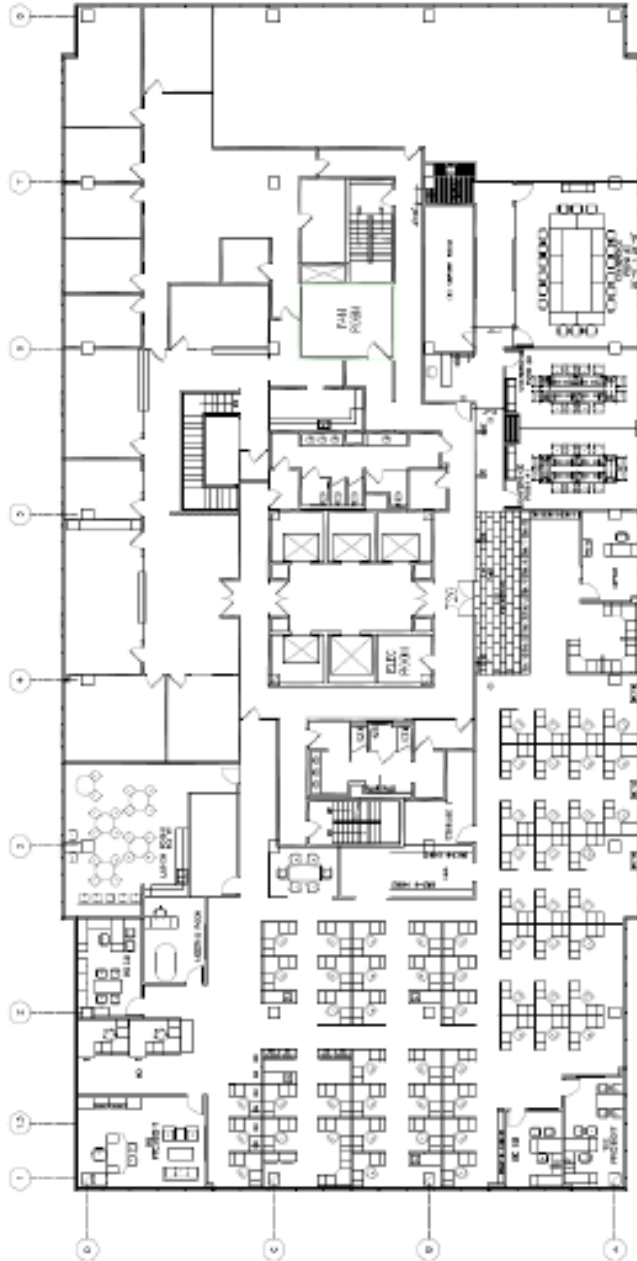
By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy

**EXHIBIT A**  
**FLOOR PLAN OF PREMISES**



KINETSU INTL EXPRESS 871 W 190TH ST SUITE 178 GARDENA CA 90248	DWG TITLE: EXISTING FLOOR PLAN	DRAWN BY: NJ	KEY INTERNATIONAL INC 18824 South Harbor Ave, Suite 200, Gardena, CA 90248 TEL: (310) 502-1100
	SCALE: 1/16"=1'-0"	CHECKED BY: CAJW, DPZ, SMO, J3-KR/TETSU	DATE: 5-13-2019

**EXHIBIT B**

**COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and Omninet Pioneer LP, a Delaware Limited Partnership ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises commonly known as Suites 210, 212, 215, 230 and 250 in the building located at 10330 Pioneer Blvd, Santa Fe Springs, California 90670 ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on \_\_\_\_\_ ("Commencement Date"); and
- 4) The Premises contains 15,233 rentable square feet of space.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Tenant:

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

Landlord:

OMNINET PIONEER POINTE, LP,  
A Delaware limited partnership

By: Omninet Pioneer GP, LLC,  
A California limited liability company  
Its: General Partner

By:

\_\_\_\_\_  
Name: Michael Danielpour  
Title: Manager of General Partner

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Drinking fountains cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.
14. Non-exclusive day porter service from 7:00 a.m. to 5:00 p.m., Monday through Friday

#### B. WEEKLY

15. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
16. Window sills, ledges and wood paneling and molding dusted.

#### C. MONTHLY

17. Floors washed and waxed in uncarpeted office area.
18. High-reach areas, door frames and tops of partitions dusted.
19. Upholstered furniture vacuumed, plastic and leather furniture wiped

20. Picture moldings and frames dusted.
21. Wall vents and ceiling vents vacuumed.
22. Carpet professionally spot cleaned as required to remove stains.
23. Intentionally Omitted.

D. QUARTERLY

24. Light fixtures cleaned and dusted, but not less frequently than quarterly.
25. Intentionally Omitted.
26. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
27. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

28. Windows washed as required inside and outside but not less frequently than semi-annually.
29. All painted wall and door surfaces washed and stains removed.
30. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.

36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.
37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:
  - i. heavy traffic areas cleaned as needed, with a minimum frequency of bi-monthly [six (6) times per year];
  - ii. moderate traffic areas cleaned as needed, with a minimum of once every six (6) months [two (2) times per year]; and
  - iii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All walls repainted and wall coverings replaced throughout the Premises. The paint finish should be eggshell or semi-gloss as directed by Tenant and in a color acceptable to Tenant. In no event will Landlord be required to repaint or replace wall coverings more than one (1) time in a five (5) year period (the "Occurrence") except for touch-up paint as provided in Paragraph 6.C. of this Exhibit E. The initial tenant improvements completed prior to Tenant's occupancy or as a condition to the renewal of the Lease shall not constitute an Occurrence for the purpose of determining the frequency of this work.
39. All HVAC ducts cleaned as needed, but no less than every five (5) years.

#### H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.



**EXHIBIT E**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:** )  
)  
County of Los Angeles )  
Chief Executive Office )  
Real Estate Division )  
320 W. Temple Street, 7th Floor )  
Los Angeles, California 90012 ) **Space above for Recorder's Use**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF  
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

- A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.
- B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").
- C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").
- D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: Omninet Pioneer, LP  
9420 Wilshire Blvd., 4th Floor  
Beverly Hills, CA 90212  
Attention: Michael Danielpour

With a copy to:

Omninet Property Management, Inc.  
9420 Wilshire Blvd., 4th Floor  
Beverly Hills, CA 90212  
Attention: Commercial Operations

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: OMNINET PIONEER, LP,  
A Delaware limited partnership

By: Omninet Pioneer GP, LLC,  
A California limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: Michael Danielpour  
Title: Manager of General Partner

LENDER: [*Insert name of Lender*],

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Re:   Date of Certificate:           \_\_\_\_\_

      Lease Dated:                    \_\_\_\_\_

      Current Landlord:            \_\_\_\_\_

      Located at:                     \_\_\_\_\_

      Premises:                       \_\_\_\_\_

      Commencement Date of Term: \_\_\_\_\_

      Expiration Date:               \_\_\_\_\_

      Current Rent:                   \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

[(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.]

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT G**

**COMMUNITY BUSINESS ENTERPRISE FORM**

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

**I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)**

1. Firm Name: _____	3. Contact Person/Telephone Number: _____
2. Address: _____ _____ _____	4. Total number of employees in the firm: _____

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) \_\_\_\_\_

2. Total Number of Ownership/Partners, Etc.: _____	<b>III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION</b>		
3. Provide the percentage of ownership in each category.	All Employee s	Women	Is your firm currently certified as a minority owned business firm by the:
Black/African American			State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No
Hispanic/Latin American			City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No
Asian American			Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Portuguese American			

**Section D. OPTION TO PROVIDE REQUESTED INFORMATION**



American Indian/Alaskan Native			<input type="checkbox"/> We do not wish to provide the information required in this form.
All Others			Firm Name: _____
			Signature/Title: _____
			Date: _____

**EXHIBIT H**

**MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

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**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between OMNINET PIONEER, LP, a Delaware limited partnership (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD:

OMNINET PIONEER, LP,  
A Delaware limited partnership

By: Omninet Pioneer GP, LLC,  
A California limited liability company  
Its: General Partner

By:

\_\_\_\_\_  
Name: Michael Danielpour  
Title: Manager of General Partner

TENANT:

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
Interim County Counsel

By: \_\_\_\_\_  
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,

Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT I**

**LANDLORD'S WORK LETTER**

**LANDLORD'S WORK LETTER**

**For**

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES, as Tenant**

**OMNINET PIONEER LP, as Landlord**

**10330 PIONEER BLVD  
SUITES 210,212, 215, 230, & 250  
SANTA FE SPRINGS, CALIFORNIA 90670**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 20\_\_, executed concurrently herewith, by and between Omninet Pioneer LP, a Delaware Limited Partnership, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

**1. Basic Work Letter Information.** The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- |   |  |
|---|--|
| (a) <u>Total TI Costs</u>   | \$2,665,775.00 (i.e., \$175.00 per rentable square foot of the Premises)   |
| (i) <u>Landlord's TI Allowance</u>  | \$761,650.00 (i.e., \$50.00 per rentable square foot of the Premises)  |
| (ii) <u>Tenant's TI Contribution</u>  | \$1,904,125.00 (i.e., \$125.00 per rentable square foot of the Premises)   |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Not Applicable   |
| (c) <u>Tenant's Work Letter Representative</u>                              | An assigned staff person of the Chief Executive Office-Real Estate Division  |
| (d) <u>Landlord's Work Letter Representative</u>                            | William Molina or an assigned staff person of the Landlord   |
| (e) <u>Landlord's Address for Work Letter Notices</u>                       | OMNINET PIONEER, LP<br>9420 Wilshire Blvd, Fourth Floor<br>Beverly Hills, CA 90212<br>Attention: William Molina<br>Email: williamm@omninet.com |

With a copy to:

OMNINET PIONEER, LP  
9420 Wilshire Boulevard, Suite 400  
Beverly Hills, California 90212  
Attention: Michael Danielpour

And to:

Omninet Property Management, Inc.  
9420 Wilshire Boulevard, Suite 400  
Beverly Hills, California 90212  
Attention: Commercial Operations

(f) Tenant's Address for Work Letter Notices

County of Los Angeles  
Chief Executive Office - Real Estate  
Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

(g) Addenda

Addendum A: Base Building  
Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and  
Final TI Cost Summary

## **2. Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

### 2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Landlord must identify all noncompliant code related items utilizing an independent third-party expert at Landlord's sole cost and expense. Any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) code compliance work required for the existing fire sprinkler system including existing main lines, existing branch lines and existing sprinkler heads, however, any modification to, relocation of or other upgrade of the existing main lines, existing branch lines and existing sprinkler heads located within the Premises shall be a cost deducted from the Total TI Costs, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (v) supervision or overhead costs of Landlord.

(c) Landlord shall be solely responsible for all costs and expenses necessary to increase and / or maintain existing structural floor loading in order to accommodate Tenant's



libraries, file rooms, unusual live loads and other such uses. The existing structural floor load capacity of the Building is approximately 75 lbs per rentable square foot (calculated based on a live load allowance of 50 lbs per rentable square foot and a dead load allowance of 25 lbs per rentable square foot). If Tenant's floor loading requirements exceeds such stated existing structural floor load capacity, then the cost of increasing the existing structural floor load capacity of the Building shall be included as part of Tenant's TI Contribution.

(d) Tenant shall have the right at any time prior to the Commencement Date to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2017, Method A, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. A copy of such measurement report shall be delivered to Landlord. Landlord and Tenant hereby agree there will be no modification made to the Base Rent if the remeasured square footage exceeds or is less than the amount set forth in Section 1.1(c) of the Lease. The cost of such measurement shall be a Total TI Cost.

2.3 **Base Building Plans.** Landlord has delivered to Tenant complete and accurate "as built" plans and specifications for the Building in an AutoCAD 2015 (or later version) and Adobe PDF electronic format. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below), but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

2.4 **Survey.** Where 'as-built' plans are missing, Landlord must perform a survey of existing space, which shall include existing floor plans and mechanical, electrical, and plumbing systems. The survey shall be at Landlord's sole cost and expense. Landlord shall submit such survey to the Tenant such that the initial Space Plan (as defined in Section 5.1) can be modified to conform to the existing conditions.

3. **Selection of Architect and Engineer.** Landlord shall not proceed with any bid solicitation for architectural services until final space plan is furnished to the Landlord. Once Landlord receives the final space plan, Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects and engineers familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord and Tenant shall receive the bids contemporaneously from each of the (3) bidders and shall meet within five (5) business days of receiving the bids to jointly review the bids. Landlord shall select an architect and an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) business days after Landlord has submitted the name of the selected architect and the selected engineer to Tenant, together with detailed proposals outlining the cost for design/engineering services. This procedure shall be repeated until Tenant accepts an architect (the "Architect") and an engineer (the "Engineer"), and Tenant's written acceptance has been delivered to and received by Landlord.

4. **Selection of Contractor.** The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form) to construct the Tenant Improvements depicted on the Final

Plans. Landlord and Tenant shall receive the bids conterminously from each of the (3) bidders and shall meet within five (5) business days of receiving the bids to jointly review the bids. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions, and Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance. Following Tenant's acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

## **5. Preparation of Plans and Specifications and Construction Schedule.**

5.1 Preparation of Space Plan. Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan, and when available, low voltage and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively, the "Space Plan").

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant. Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance. Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. As part of the TI costs, Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, HVAC, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall, as part of the TI costs, cause the Architect to integrate the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review in an AutoCAD 2015 (or later version) and Adobe PDF electronic format via USB flash drive and set-up of a web-based download link. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor

and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense and shall not be unreasonably withheld, conditioned, or delayed.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings and the Final Plans within twenty-one (21) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. Tenant's acceptance of the Working Drawings, Engineering Drawings and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements.

5.6 Schedule. Within thirty (30) calendar days of the Plan Submission Date, Landlord shall submit to Tenant a detailed baseline construction schedule, subject to acceptance by Tenant, which shall not be unreasonably withheld, setting forth the completion dates of certain project milestones, including but not limited to completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement date, interim schedule milestone dates, and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule at least once each month to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord or Contractor shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications (if available) and other information furnished by the Landlord or Contractor to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

## **6. Landlord's TI Cost Summary and Payment of Total TI Costs.**

6.1 Cost Summary. Within twenty-one (21) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved by a separate written agreement executed by Landlord and Tenant. Tenant's failure to accept or reject the Final TI Cost Summary in writing within such period shall be deemed to be rejected. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing, which approval shall not be unreasonably withheld, conditioned or delayed, and any delay by providing its approval of the Final TI Cost Summary shall extend the two hundred seventy (270) day time period set forth in Section 4.2 of the Lease on a day for day basis until Tenant provides its approval of the Final TI Cost Summary. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, at a cost to be deducted from the Total TI Costs, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall extend, on a day for day basis until the Tenant Improvements are redesigned and approved by Tenant, the two hundred seventy (270) day time period set forth in Section 4.2 of the Lease. If Tenant rejects the Preliminary TI Cost Summary or the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto.

6.2 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto, and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, telecommunications equipment, if any, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements, except for delays or costs arising from Tenant Delays, Force Majeure or Change Authorizations. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant may authorize Landlord to pay the overage in an amount not exceeding Tenant's TI Contribution. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.3 Method of Payment. Tenant shall pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of the Landlord's TI Allowance in a lump sum, within sixty (60) calendar days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); and (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including, without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved change orders, on a flow basis, so that Tenant may reconcile all Total TI Costs to

determine and confirm the total TI Costs spent and the amount of Tenant's TI Contribution owed to Landlord. Such payment shall be made in a lump sum.

6.4 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

## 7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. As part of the Total TI Costs, Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's acceptance of the Final Plans. Landlord shall obtain plan check approval prior to soliciting bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within thirty (30) calendar days after the issuance of the necessary permits and governmental approvals. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below) and/or Tenant Delays.

7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. As part of the Total TI Costs, all design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.



(c) Warranties. As part of the total TI Costs, Landlord shall cause the Contractor to issue a warranty stating that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as defined in the Lease); provided, however, Tenant may request that Contractor extend the one (1) year construction defect warranty for an additional one (1) year (for a total of two (2) years of construction defect warranty), in which case, Tenant shall pay, as part of the Tenant's TI Contribution, the cost charged by the Contractor for extending the construction defect warranty for an additional one (1) year. Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items, subject to applicable warranties.

(d) Clean-Up and Substandard Work. As part of the Total TI Costs, Landlord will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises or in other areas utilized by Landlord or its contractors, and Landlord agrees to reimburse Tenant for any and all reasonable expenses incurred by Tenant by reason of substandard work performed by Landlord's contractor or contractors (as reasonably determined by Tenant according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(e) Compliance with Laws. As part of the Total TI Costs, the Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. **Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.**

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises upon delivery of written notice at least thirty (30) calendar days prior to the Commencement Date, for the sole purpose of installing Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their

respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

**7.6 Completion/Close Out.** The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within ten (10) business days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection, with the costs of such punch list items, if any, to be allocated to Landlord or Tenant, based on the party originally responsible for the cost of the item to be corrected. Any new or additional items added by Tenant to the punch list (which are not punch list items of deficiencies or incomplete work) shall be at Tenant's cost as part of Tenant's TI Contribution.

**7.7 Conformed Plans.** Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

**8. Requests for Change.** Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). At the time a Request for Change, Landlord shall inform Tenant of the number of days of delay caused by the Change Authorization. The two hundred seventy (270) day period for Landlord to complete the work described in Section 4.2 of the Lease shall be extended on a day for day basis for each day of delay due to the Change Authorization and the Project Commencement Date shall be extended on a day for day basis for each day of delay due to the Change Authorization.

Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Such costs shall be paid in a lump sum, within sixty (60) days as required under Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee, except for requirements of governmental agencies to achieve Tenant's approved tenant improvements. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost

of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

## **9. Furniture System.**

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare a modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof. Tenant's acceptance of any bid package shall not be deemed to be a representation by Tenant as to the adequacy or correctness of any specifications contained therein.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

**10. Total TI Costs Adjustment and Right to Audit.** Within ten (10) business days of the issuance of a Certificate of Occupancy for the Premises or a final sign-off by the City of Los Angeles building inspector, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time until the fifth (5<sup>th</sup>) annual anniversary of the date of Tenant's Acceptance of the Premises (the "Audit Expiration Date") (and as of the Audit Expiration Date such audit right shall terminate and be of no further force or effect); provided, however, if this Lease shall be terminated



prior to the Audit Expiration Date, then Tenant's audit right shall terminate as of the date of the termination of this Lease. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary for Landlord's review and confirmation. If Landlord confirms that Tenant is entitled to a reduction in the payment, then Landlord shall pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days by business check. Landlord shall require the Contractor to include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

**11. Telephone/Computer Room and Equipment.** As part of the Total TI Costs, Landlord shall complete the telephone equipment room(s), including permanent power and HVAC, in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date. During this thirty (30) day period, the Landlord shall be responsible for the security and protection of any telephone/data equipment delivered to the site prior to the Estimated Commencement Date.

**12. Delay.**

12.1 Tenant Delays and Force Majeure Delays and Change Authorization. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease and the two hundred seventy (270) day period to complete the Tenant Improvements set forth in Section 4.2 of the Lease shall be extended one (1) day for each day that: (a) Tenant fails or refuses to give authorizations or approvals within the time periods required herein, but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements (referred to herein as "Tenant Delay(s)"); or (b) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage, delay in the issuance of building permits or other required governmental approvals, or other similar causes beyond the reasonable control of Landlord (referred to herein as "Force Majeure Delay(s)") or (c) Landlord's performance of the work described herein is delayed due to a Change Authorization. Notwithstanding any contrary provision contained herein, any delay of Substantial Completion which is due to or results from delays caused by vendors retained by Tenant to perform work or services required for Substantial Completion, including without limitation, the installation of any of Tenant's any low voltage, telephone or data equipment, then such delays shall also constitute a Tenant Delay.

12.2 Limitations.

(a) Notice. No Tenant Delay, Change Authorizations, or Force Majeure Delay shall be deemed to have occurred unless, Landlord has provided Tenant with written notice within two (2) days of the event giving rise to such claim, in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord

due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.

(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule..

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

13. Tenant Remedies. Subject to Section 8 and 12.1, If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, then Tenant may, at its option:

13.1 Cancel the Lease upon thirty (30) calendar days' prior written notice to Landlord;  
or

13.2 Upon thirty (30) calendar days' prior written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto.

Any default by Landlord under the terms of this Work Letter beyond the expiration of all applicable notice and cure periods shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

14. Representatives.

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

15. Elevator Usage During Move-In. In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease as part of the Total TI Costs, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. With the exception of Tenant's usage of a temporary construction elevator and hoist, any existing elevator usage provided under this Section 15 shall be at no cost to Tenant.

16. Construction Meetings. During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise, at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the next construction meeting.

17. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

18. Miscellaneous. This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

[Signatures on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

**Omninet Pioneer, LP,  
a Delaware Limited Partnership**

By: Omninet Pioneer GP, LLC,  
A California limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: Michael Danielpour  
Title: Manager of General Partner

DocuSigned by:  
*Michael Danielpour*  
3984C0E69A31450...

TENANT:

**COUNTY OF LOS ANGELES,**  
a body corporate and politic

FESIA A. DAVENPORT  
CHIEF EXECUTIVE OFFICER

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

## **ADDENDUM A To Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) toilet rooms in the common areas, per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) water bottle filling stations/drinking fountains at the core;

(m) electrical/telephone closet with not less than seven (7) watts per square foot of rentable area of normal power in the floor electrical closet;

(n) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on the 2<sup>nd</sup> floor, in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

- (o) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;
- (p) mechanical equipment room and existing ducting; provided, however, any new ducting for such mechanical exhaust system shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution;
- (q) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;
- (r) Intentionally Omitted;
- (s) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core, provided, that, the cost of modifying the existing hot and cold air loops and ducting for Tenant's Final Plans and any work needed to cause the existing primary HVAC duct to be in working order for Tenant's Final Plans shall be Tenant's sole cost and paid by Tenant as part of Tenant's TI Contribution;
- (t) Intentionally Omitted;
- (u) primary fire sprinkler distribution, including existing secondary piping and existing sprinkler heads as required for the unoccupied Premises;
- (v) existing primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution, as described in Section 2.2(b)(ii) above and in accordance with the cost allocation set forth therein; n;
- (w) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for fluorescent lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building; and
- (x) Drywall on the service core walls, columns and sills in the Premises.
- (y) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

## **ADDENDUM B To Landlord's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant improvements, to be paid by Tenant as part of Tenant's TI Contribution, shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture, fixtures and equipment, including telephones, computers and cabling therefor;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

**ADDENDUM C To Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST SUMMARY**

\_\_\_ Preliminary TI Cost Summary  
\_\_\_ Final TI Cost Summary

Lease No. \_\_\_\_\_  
Address \_\_\_\_\_

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$



## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>	6/4/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input checked="" type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Children & Family Services	
<b>SUBJECT</b>	Approve the proposed 8-year lease amendment for the continued use of 49,000 square feet of existing office space and 250 on-site parking spaces at 176 Holston Drive, Lancaster, CA.	
<b>PROGRAM</b>	DCFS Adoptions, Revenue Enhancement and Case Management	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The lease has been on month-to-month holdover without a fee since it expired on January 15, 2021.	
<b>COST &amp; FUNDING</b>	Total cost: \$10,410,000 over the 8-year term	Funding source: The lease costs for DCFS will be funded 45 percent by State and Federal funds and 55 percent net County cost. DCFS will not be requesting additional net County cost funds beyond existing resources for this action.
	TERMS (if applicable): The proposed full-service lease will have an annual rental cost of \$1,246,000 for the first year for DCFS. Landlord is responsible for utilities, property operating expenses, janitorial, and repair and maintenance to the building and parking lot.	
	Explanation: Sufficient funding is included in DCFS's budget for FY 2023-24 for this action. Funding for future fiscal years will be addressed through DCFS's annual budget process. There is no additional net County cost impact associated with the recommended action.	
<b>PURPOSE OF REQUEST</b>	Adoption of the recommended action will authorize and provide continued use of this space for DCFS.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The County has leased the subject location since 2017. The facility adequately meets the space needs of DCFS in the Lancaster/ Northern Antelope Valley.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

June 4, 2024

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

Dear Supervisors:

**EIGHT-YEAR LEASE AMENDMENT  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
176 HOLSTON DRIVE, LANCASTER  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed eight-year lease amendment to renew an existing lease to provide the Department of Children and Family Services (DCFS) continued use of approximately 49,000 square feet of office space and 250 on-site parking spaces.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with the Antelope Valley Union High School District (AVUHSD), a Public School District (Landlord), for approximately 49,000 square feet of office space and 250 on-site parking spaces located at 176 Holston Drive, Lancaster (Premises) to be occupied by DCFS. The estimated maximum first year base rental cost is \$1,246,000. The estimated total proposed lease amendment cost is \$10,410,000 over the eight-year term. The rental costs will be funded by 45 percent State and Federal funds and 55 percent net County cost (NCC) that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, exercising any early termination rights.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DCFS has occupied the Premises since 2017 for its Adoption and Revenue Enhancement units. The current lease expired January 15, 2021, and is currently in holdover with no fee during negotiations. The Landlord purchased the property in 2018 and was internally assessing their plans for the building. In April 2022, the Landlord determined it could engage in negotiations with the County and allow the County to remain in the Premises. The proposed lease amendment will formally reinstate the existing lease, extend the term another eight years, update the rent, and specify the Landlord's responsibilities to refresh the space. AVUHSD adopted the proposed lease amendment at its April 18, 2024, Board meeting.

The DCFS Adoption units are responsible for case management, which involves assessing a child's adoptability and finalizing a child's adoption. The DCFS Revenue Enhancement units provide support to social workers by assisting in finding placements for children who must be assigned to out-of-home care. There are currently approximately 257 employees at the Premises. DCFS has implemented telework, when possible, which has resulted in greater space efficiency at 191 square feet per person.

The proposed lease amendment will enable DCFS to remain in the current space near its other programs located nearby to continue to serve constituents in the Lancaster/Northern Antelope Valley. The current Premises continues to meet DCFS' space needs, provides sufficient parking for staff, is served by public transportation routes, and is the most economical option.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease amendment is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective 4 – Guide Strategic Decision-Making.

The proposed lease amendment supports the above goals and objective by providing suitable office space and sufficient parking for DCFS staff, which will enable DCFS to continue providing these important and needed services.

The proposed lease amendment conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$1,246,000, which includes parking at no additional cost. The aggregate cost associated with the proposed lease amendment over the entire eight-year term is \$10,410,000 as shown in Enclosure B-1. The proposed lease amendment costs will be funded by 45 percent State and Federal funds and 55 percent NCC that is already included in DCFS' existing budget. DCFS will not be requesting additional NCC for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2023-24 Rent Expense budget and will be billed back to DCFS. DCFS has sufficient funding in its Fiscal Year 2023-24 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DCFS.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms previously stated, the proposed lease amendment also contains the following provisions:

- Upon commencement of the proposed lease amendment, the annual rental rate will remain \$25.42 per square foot, per year, for the first year of the extended lease amendment. Base rent is subject to fixed annual increases at 1.25 percent per annum.
- The Landlord will provide new paint and carpet cleaning for the Premises as outlined in the proposed lease amendment.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- Parking cost is included in the base rent at no additional cost.
- A comparison of the existing lease and the proposed lease amendment terms is shown in Enclosure B-2.

- The County has the right to terminate the proposed lease amendment any time after the 60<sup>th</sup> month of the extended term with six months' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions except the monthly base rent during the holdover period will be at the base rent at the time of the proposed lease amendment expiration.
- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment.

All other terms of the existing lease not amended by the proposed lease amendment will remain in effect.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$21.85 and \$30 per square foot, per year. The base annual rental rate of \$25.42 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

Co-working space was not considered for this requirement because DCFS requires a secured site due to the personal and confidential data of program participants.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

Based on County policy and the age of the building, a structural report from the Department of Public Works is not required. The required notification letter to the City of Lancaster has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for the DCFS programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease amendment will adequately provide the necessary office space and parking for this County requirement. DCFS concurs with the proposed lease amendment and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC  
JLC:HD:ANR:NH:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Children and Family Services

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**176 HOLSTON DRIVE, LANCASTER**  
**Asset Management Principles Compliance Form<sup>1</sup>**

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>			X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			X
C	Does this lease centralize business support functions? <sup>2</sup>			X
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>191 square feet per person; DCFS has implemented telework for added space efficiency.</b>		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>250 spaces provide 5.1/1,000 sf parking ratio.</b>		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?		X	
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Enclosure C?	X		
G	Was build-to-suit or capital project considered? <sup>2</sup>			X
3.	<u>Portfolio Management</u>			
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?	X		
D	Why was this program not co-located with other County departments?			X
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u> X </u> No suitable County occupied properties in project area.			
	3. <u> X </u> No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. ____ The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?		X	
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?			X
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

## OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

176 Holston Drive, Lancaster  
Department of Children & Family Services

### Basic Lease Assumptions

Leased Area (sq. ft.)	49,000	
	<b>Monthly</b>	<b>Annual</b>
Rent (per sq. ft.)	\$2.12	\$25.42
Term (Months)	96	8 yrs
Annual Rent Adjustment	1.25%	

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	Total 7 Year Rental Costs
<b>Annual Base Rent Costs</b>	\$1,245,360	\$1,260,927	\$1,276,689	\$1,292,647	\$1,308,805	\$1,325,165	\$1,341,730	\$1,358,502	<b>\$10,410,000</b>
<b>Total Base Rent Paid to Landlord</b>	\$1,245,360	\$1,260,927	\$1,276,689	\$1,292,647	\$1,308,805	\$1,325,165	\$1,341,730	\$1,358,502	<b>\$10,410,000</b>
<b>Total Annual Lease Costs</b>	<b>\$1,245,360</b>	<b>\$1,260,927</b>	<b>\$1,276,689</b>	<b>\$1,292,647</b>	<b>\$1,308,805</b>	<b>\$1,325,165</b>	<b>\$1,341,730</b>	<b>\$1,358,502</b>	<b>\$10,410,000</b>

\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.



**COMPARISON OF THE PROPOSED LEASE TO EXISTING LEASE**

	<b>Existing Lease:</b> <b>176 Holston Drive, Lancaster</b>	<b>Proposed Lease Amendment:</b> <b>176 Holston Drive, Lancaster</b>	<b>Change</b>
Area (Square Feet)	49,000	49,000	No change
Term (years)	3 years	8 years	+5 years
Annual Base Rent (Base rent includes 250 parking spaces)	\$1,246,000 <sup>(1)</sup>	\$1,246,000	No Change
County's TI Cost	None	None	No change
Annual Parking Cost	\$0	\$0	No change
Total Annual Lease Costs payable to Landlord	\$1,246,000 <sup>(1)</sup>	\$1,246,000	No change
Rental rate adjustment	Fixed increases at an average of 1.25 percent.	Fixed increase of 1.25 percent.	No change

<sup>(1)</sup> Utility expense payment paid separately

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
SPACE SEARCH – GREATER ANTELOPE VALLEY REGION**

Property ID	Name	Address	Ownership Type	Gross SqFt	Net Sqft	Vacant
T623	High Desert - Doctors' Offices/Library Trailer	44900 N 60th St. W Lancaster 93536	Owned	4,023	3,822	NONE
Y373	PW WWD#04 - North Administration Building	419 W Ave J Lancaster 93534	Owned	4,128	3,428	NONE
L672	RR/CC - Sheriff Lancaster Office	44509 16th St. Lancaster 93534	Leased	4,367	4,149	NONE
Y770	Mira Loma - Office Building	45100 N 60th St. W Lancaster 93536	Owned	4,389	3,021	NONE
T585	High Desert - Gibbons Support Annex	44900 N 60th St. W Lancaster 93536	Owned	4,818	4,457	NONE
4549	Fox Airfield - Administration Building – 1	4555 W Ave G Lancaster 93536	Owned	6,785	1,779	NONE
X232	PW Road - Palmdale Maintenance District #5 Building	38126 N Sierra Hwy Palmdale 93550	Owned	7,040	6,336	NONE
A297	Sheriff - Lancaster Administrative Office	501 W Lancaster Blvd Lancaster 93534	Permit	7,557	6,801	NONE
A149	DMH - Adult Protective Services	2323 A E Palmdale Blvd Palmdale 93550	Leased	9,255	8,303	NONE
A459	DCFS - Administrative Lancaster	300 E Ave K-6 Lancaster 93535	Leased	46,000		NONE
A623	F.I.L.P.	1420 W Ave I Lancaster 93534	Leased	11,600	11,600	NONE
X542	PW - Waterworks North Maint Area Office	260 E Ave K-8 Lancaster 93535	Owned	12,883		NONE
X495	PW - Waterworks North Maintenance Area HQ Building	260 E Ave K-8 Lancaster 93535	Owned	13,200	11,155	NONE
4683	Probation - (AB - 109) Antelope Valley Reg Off	43423 N Division St. Lancaster 93535	Leased	13,800	13,110	NONE
A255	Child Support Services - Div VI Reg Office	42281 10th St. W Lancaster 93534	Leased	14,600	13,870	NONE
A079	Assessor - Lancaster Regional Offices	251 E Ave K-6 Lancaster 93535	Owned	15,338	13,712	NONE
10209	Antelope Valley Juvenile Program	43917 Division St. Lancaster 93535	Leased	15,500	14,725	NONE
4586	Lancaster Courthouse - Services Building	1110 W Ave J Lancaster 93534	Owned	18,488		NONE
A380	DPSS - Antelope Valley Gain Reg II Sub – Office	1050 E Palmdale Blvd Palmdale 93550	Leased	18,795	17,855	NONE
A642	DPSS - Lancaster Gr/Grow Office	335 E Ave K-10 Lancaster 93535	Leased	25,166		NONE
10214	DCFS REGIONAL OFFICE LANCASTER /HS	176 Holston Dr Lancaster 93535	Leased	49,000	46,550	NONE
A576	DCFS - Palmdale (SPA 1) & Palmdale Adoptions	39119 Trade Center Dr Palmdale 93550	Leased	41,674		NONE
X537	Sheriff - Palmdale Station	750 E Ave Q Palmdale 93550	Owned	50,186	46,307	NONE
A433	Antelope Valley Service Center - Building A	349 E Ave K-6 Lancaster 93535	Owned	51,000	33,932	NONE
L622	Parking Lot (Antelope Valley Court Public Parking)	42011 4th St. W and 421 W Ave M Lancaster 93534	CA Superior Courts	355,450	355,450	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease amendment:** Lease Amendment for the Department of Children and Family Services – 176 Holston Drive, Lancaster – Fifth District.

- A. Establish Service Function Category** – Regional and local public service function.
- B. Determination of the Service Area** – The proposed lease amendment will allow DCFS to continue services located within Service Planning Area 1.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for operation in SA 1 region for DCFS programs.
- Need for proximity to existing County facilities: Close to other County departments offering services, including the Departments of Public Social Services, Mental Health, Probation and the Sheriff.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., bus routes and the 114 freeway.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available that meet DCFS' space needs.
- Compatibility with local land use plans: The City of Lancaster has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease amendment over the entire term is \$10,410,000.

**D. Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$21.60 and \$29.75 per square foot, per year. The base annual rental rate of \$25.42 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease amendment will provide adequate and efficient office space for 257 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.



**APPROVED**

**APR 18 2024**

**A.V.U.H.S.D  
BOARD OF TRUSTEES**

**Agenda Item Details**

Meeting	Apr 18, 2024 - Regular Board Meeting and PINCO Meeting
Category	10. Business Services - Action Items
Subject	B. Approval of Amendment No. 1 to County Lease No. L-1286 with the Antelope Valley Union High School District and Department of Children and Family Services
Access	Public
Type	Action
Recommended Action	It is recommended that the Board of Trustees approve the reinstatement and approval of Amendment No. 1 to County Lease No. L-1286 with the Antelope Valley Union High School District and Department of Children and Family Services and authorize the Deputy Superintendent or Designee to sign the contract agreement.

**Public Content**

**Submitted by:**

Trixie Flores, Director, Business/Fiscal Services

**Summary Statement:**

On March 28, 2018, the Board of Trustees approved the Purchase Agreement and Joint Escrow between District and Fraber Properties II, LLC. for the Purchase of the Property Located at 176 Holston Drive, Lancaster, CA 93535 with a square footage of 101,265 sq. ft. At that time, 49,000 sq. ft. of office building was under a rental lease agreement with the County of Los Angeles, which expired on January 15, 2021.

The District desires the reinstatement and approval of Amendment No. 1 to County Lease No. L-1286 with the Department of Children and Family Services.

**Recommendation:**

It is recommended that the Board of Trustees approve the reinstatement and approval of Amendment No. 1 to County Lease No. L-1286 with the Antelope Valley Union High School District and Department of Children and Family Services and authorize the Deputy Superintendent or Designee to sign the contract agreement.

[04-18-24 - Amendment No. 1 176 Holston Dr & DCFS.pdf \(147 KB\)](#)

**Motion & Voting**

It is recommended that the Board of Trustees approve the reinstatement and approval of Amendment No. 1 to County Lease No. L-1286 with the Antelope Valley Union High School District and Department of Children and Family Services and authorize the Deputy Superintendent or Designee to sign the contract agreement.

Motion by Charles Hughes, second by Miguel Sanchez IV.

Final Resolution: Motion Carries

Aye: Carla Corona, Charles Hughes, Jill McGrady, Miguel Sanchez IV, Donita J Winn

REINSTATEMENT AND AMENDMENT NO. 1 TO COUNTY LEASE NO. L-1286  
176 HOLSTON DRIVE, LANCASTER, CA  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

This REINSTATEMENT AND AMENDMENT NO. 1 TO LEASE No. L-1286 ("Amendment No. 1") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT, also known as AVUHSD, a Public School District ("Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County" or "Tenant").

RECITALS:

- A. WHEREAS, Landlord, as successor-in-interest to Fraber Properties II LLC, and Tenant entered into that certain Lease No. L-1286 dated January 9, 2018 ("Lease"), for approximately forty-nine thousand (49,000) rentable square feet of office space located at 176 Holston Drive, Lancaster, California ("Premises").
- B. WHEREAS, the original Lease term expired on January 15, 2021, and the County has been a holdover tenant under the Lease since its expiration.
- C. WHEREAS, Landlord and Tenant now wish to extend and amend the Lease to provide for among other matters, an extension of the Term, adjustment to the rent and modification of the early termination right, upon and subject to each of the terms, conditions, and provisions set forth herein.
- D. WHEREAS, all capitalized terms that are used in this Amendment No. 1 but are not defined herein, shall have the meanings given to them in the Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree and amend the Lease as follows:

1. REINSTATEMENT OF LEASE.

The parties hereby agree to reinstate the Lease, and as of the Amendment No. 1 Effective Date, the Lease shall be in full force and effect, and the Lease (as amended by this Amendment No. 1) is the only lease agreement or understanding between Landlord and Tenant affecting the Premises. Except as set forth in this Amendment No. 1, the Lease has not been modified, altered, or amended. To Landlord's knowledge as of the date of this Amendment No. 1, Tenant is not in default under any of the terms, conditions, or covenants of the Lease to be performed or complied with by Tenant and no event has occurred and no circumstance exists which, with the passage of time or the giving of notice by Landlord, or both, would constitute such a default. Landlord and Tenant hereby further covenant and agree that, contemporaneously with the foregoing, any Notice of Termination, if any, is hereby withdrawn, revoked, cancelled and rendered null, void and of no further force or effect.

2. BASIC LEASE INFORMATION. Section 1.1.a. of the Lease, "LANDLORD'S ADDRESS FOR NOTICE," is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

"1.1.a. Landlord's Address for Notice:

Antelope Valley Union High School District  
176 Holston Drive  
Lancaster, CA 93535  
Attention: Director of Business/Fiscal Services"

Section 1.1.b. of the Lease, "TENANT'S ADDRESS FOR NOTICE," is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

"1.1.b. Tenant's Address for Notice:

County of Los Angeles  
Chief Executive Office-Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate"

3. EXTENSION OF THE TERM. Notwithstanding anything to the contrary in the Lease, the Lease is hereby amended to extend the Lease term for an additional ninety-six (96) months commencing as of the Amendment No. 1 Effective Date (the "Extension Commencement Date") and terminating at the end of ninety-six (96) months from the Extension Commencement Date ("Lease Expiration Date"). The period of time commencing on the Extension Commencement Date and terminating on the Lease Expiration Date shall be referred herein as the "Extension Term."

4. TERMINATION. Section 4.4 of the Lease, "Early Termination," is hereby amended by deleting in its entirety and substituting in its place the following:

"4.4. Early Termination. Tenant will have the right to terminate the Lease for any reason after the sixtieth (60<sup>th</sup>) month following the Extension Commencement Date. Such right may be exercised by Tenant with six (6) months' prior written notice to Landlord."

5. RENT. As of the Amendment No. 1 Effective Date, the Rent as set forth in Section 1.1.h. and Section 5 of the Lease shall be amended to be One Hundred Three Thousand Seven Hundred Eighty and 00/100 Dollars (\$103,780.00) per month (i.e., \$1,245,360.00 yearly). Tenant shall pay Landlord the Base Rent stated in Section 1 of the Lease (and listed below) during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles prior to the first day of each month. Base Rent for any partial month shall be prorated in proportion to the number of days in such month. Rent is subject to fixed 1.25 percent (1.25%) annual increase(s) over the previous year(s) Base Rent as follows:

Months	Rate	Monthly Rent
1 - 12	\$2.12	\$103,780.00
13 - 24	\$2.14	\$105,077.25
25 - 36	\$2.17	\$106,390.72
37 - 48	\$2.20	\$107,720.60
49 - 60	\$2.23	\$109,067.11
61-72	\$2.25	\$110,430.45
73-84	\$2.28	\$111,810.83
85-96	\$2.31	\$113,208.46

6. LANDLORD WORK. Landlord shall complete the following base building improvements ("Landlord Work") within one hundred and twenty (120) days of the mutual execution of this Amendment:

- a. Paint the premises with a mutually agreed-upon primary color.
- b. Have the carpets professionally cleaned throughout the premises.
- c. AVUHSD will maintain a service contract for the HVAC units for the premises which will be serviced quarterly and as needed during the term of the Lease.

7. CASP INSPECTION. The Lease is hereby amended to insert as a new Section 34 the following paragraphs:

"34. CASP INSPECTION. In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas: [Check the appropriate box]

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making



any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Has not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, and Tenant shall pay the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction-related accessibility obligations as provided under the Lease."

8. SMOKING IN COUNTY FACILITIES. The Lease is hereby amended to insert as a new Section 35 the following paragraph:

"35. SMOKING IN COUNTY FACILITIES. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the extent reasonably feasible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made by Tenant to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities in a location reasonably proposed by Tenant and subject to the reasonable approval of Landlord, and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated by Tenant as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County premises and within 25 feet of any access ramp or handicap path; (2) Within any County-owned parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any County driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every

room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126). All signs required by this Section 28 shall be prepared, posted and maintained by Tenant, subject to Landlord's approval of such signs, including the location thereof, which approval shall not be unreasonably withheld."

9. ENTIRE AGREEMENT. The Lease, as amended by this Amendment No. 1, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in the Lease shall be of any force or effect. The Lease, as amended by this Amendment No. 1, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. Effective as of the date hereof, all references to the "Lease" shall refer to the Lease as amended by this Amendment No. 1.

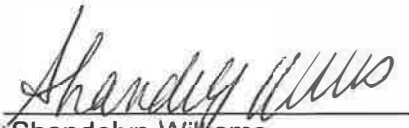
10. ELECTRONIC SIGNATURES. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the Landlord has executed this Amendment No. 1 or caused it to be duly executed and this Amendment No. 1 has been executed on behalf of the County by the Chief Executive Officer of the Chief Executive Office of the County, or her designee, on the day, month, and year first above written.

LANDLORD:

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT, a Public School District

By:   
Shandelyn Williams  
Deputy Superintendent

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By:   
Senior Deputy

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	5/29/2024	
<b>BOARD MEETING DATE</b>	6/25/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input checked="" type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Department of Health Services	
<b>SUBJECT</b>	9 - year lease 22,682 square feet of office space and 68 on-site parking spaces at 1000 South Fremont Ave, Alhambra, California 91803	
<b>PROGRAM</b>	Health Services Administration (HSA)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$14,025,000	Funding source: The rental costs will be funded by DHS existing resources that are already included in DHS' existing budget. DHS will not be requesting additional net County cost for this action.
	TERMS (if applicable): The proposed lease will have an annual cost of \$4,465,000 for the first year, which includes 3 months rent abatement, \$4,000 rent credit, parking, TI and low voltage costs. The landlord will be responsible for all operating expenses, including utilities, janitorial, repair and maintenance to the building. The County is responsible for parking costs and electrical usage costs of mechanical rooms housing DHS computer servers.	
	Explanation: The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26 and paid in one lump sum. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DHS.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommended actions will authorize and provide use of office space for DHS.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	DHS currently occupies offices at a County-owned facility, 313 Figueroa Street, Los Angeles, and will be relocating to the proposed Premises.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Alexandra Nguyen-Rivera Section Chief, Leasing CEO Real Estate Division 213-974-4189 arivera@ceo.lacounty.gov	



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, CA 90012  
(213) 974-1101 ceo.lacounty.gov

**CHIEF EXECUTIVE OFFICER**

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

June 25, 2024

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

Dear Supervisors:

**NINE-YEAR LEASE  
DEPARTMENT OF HEALTH SERVICES  
1000 SOUTH FREMONT AVENUE, ALHAMBRA  
(FIRST DISTRICT) (3 VOTES)**

**SUBJECT**

Approval of a proposed new nine-year lease for 22,682 square feet of office space, and 68 on-site parking spaces for the Department of Health Services (DHS), Health Services Administration (HSA).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease with ELITE-TRC Alhambra Community LLC, a Delaware limited liability company (Landlord), for approximately 22,682 square feet of office space, and 68 on-site parking spaces located at 1000 South Fremont Avenue, Alhambra (Premises) to be occupied by DHS. The estimated maximum first year base rental cost is \$722,000, but with a three-month rent abatement of \$180,322, an additional rent credit of \$4,000, and parking costs of \$61,200 will be approximately \$599,000. The estimated total proposed lease cost, including costs for Tenant Improvement (TI) and Low-Voltage Items, as defined below, is \$14,025,000 over the nine-year term. The rental costs will be funded by DHS' existing resources that is already included in DHS' existing budget. DHS will not be requesting additional net County cost for this action.

3. Authorize the Chief Executive Officer, or her designee, to reimburse the Landlord up to \$2,835,250 for the County's TI contribution, paid in lump sum.
4. Authorize the Director of Health Services, or her designee, to contract with and direct the Internal Services Department, in coordination with the Chief Executive Officer, or her designee, for the acquisition and installation of telephone, data, and low-voltage systems and vendor installation (Low-Voltage Items) at a total cost not to exceed \$2,926,000 if paid in a lump sum or \$3,048,000 if amortized over five years at 8 percent interest per annum. The cost for the Low-Voltage Items is in addition to the rental costs and the County's TI contribution payable to the Landlord.
5. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the terms of the proposed lease, and to take actions necessary and appropriate to implement the proposed lease, including, without limitation, exercising any early termination right.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

HSA currently occupies offices at 313 Figueroa Street, Los Angeles, a County-owned facility. HSA provides administrative leadership and support through various units, which include: the Executive Leadership Team; Medical Director's Office; Medical Affairs and Administrative Support; Office of Nursing Affairs; Population Health; Government Affairs and Communications; Organizational Development; and Pharmacy Affairs. The various units render services, which directly impact core job functions to 26 health centers and four acute care hospitals. HSA desires to consolidate key administrative functions under one location at the proposed Premises as other DHS administrative functions are currently located within the same campus at 1000 Fremont. This will allow for employees to work more efficiently and effectively.

The proposed Premises will house a total of 163 employees. Telework hybrid work schedule has been implemented and two employees will be assigned to a shared workstation/office which results in greater space efficiency at 139 square feet per person. The 163 employees that previously occupied approximately 32,370 square feet of office space will be transitioning to 22,682 square feet. Due to DHS' continued efforts with teleworking and creating better configured space, the program will be able to continue operating, but in approximately 30 percent less office space.

The proposed Premises meets the space needs for the program, provides sufficient parking for staff, and is adequately served by public transportation routes.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan North Star 1 – *“Make Investments That Transform Lives”* – provides that we will aggressively address society’s most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges – one person at a time.

The proposed lease is also consistent with Strategic Asset Management Goal – Strengthen connection between service priorities and asset decisions and Key Objective No. 4 Guide Strategic Decision-Making.

The proposed lease supports the above goals and objective by consolidating and providing suitable office space for DHS to support its workforce and support 26 health centers and four acute care hospitals.

The proposed lease conforms with the Asset Management Principles outlined in Enclosure A.

### **FISCAL IMPACT/FINANCING**

The estimated maximum first year base rental cost is \$599,000 which includes parking, rent abatement, and a rent credit. The aggregate cost associated with the proposed lease, including costs for TI and Low-Voltage Items, over the entire term is \$14,025,000 as shown in Enclosure B. The proposed lease costs will be fully funded by DHS’ existing resources that is already included in DHS’ existing budget. DHS will not be requesting additional net County cost for this action.

The TIs for the proposed lease are expected to be completed in Fiscal Year 2025-26. Future funding for the costs associated with the proposed lease will be addressed through the annual budget process for DHS.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms previously stated, the proposed lease also includes the following provisions:

- The annual rental rate will be \$31.80 per square foot, per year and is subject to annual increases based on fixed annual increases of 3 percent.
- Total TI costs are expected to be \$3,969,350. The Landlord will provide \$1,134,100 (\$50 per square foot) base TI allowance.

- The Landlord has agreed to three months of rent abatement. DHS has the option to convert all or any portion of its rental abatement towards an increase in the base TI allowance.
- The County will reimburse the Landlord up to \$2,835,250 (\$125 per square foot) as the County's lump sum TI contribution.
- The County will pay up to \$2,926,000 for the lump sum cost of the Low-Voltage Items. If DHS elects to pay in installments, this amount will be amortized over five years with interest at 8 percent for a fully amortized amount not to exceed \$3,048,000.
- The Landlord is responsible for all operating and maintenance costs of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate will be \$75 per unreserved parking space for the first four years and will increase to \$80 per unreserved parking space commencing on the fifth year. County will have initial use of 25 on-site parking spaces but may increase for up to a maximum of 68 on-site parking spaces. Any parking spaces over 68 spaces is submitted to availability.
- The Landlord will provide a one-time rent credit of \$4,000.
- The County has the right to terminate the proposed lease any time after 96 months, with 120 days' notice subject to payment of the unamortized portion of the base TI allowance, not to exceed \$169,730.
- Holdover at the proposed lease expiration is permitted on the same lease terms and conditions, except the monthly base rent during the first six months of the holdover period will be subjected to the regular annual fixed adjustment. After the initial six-month period, base rent will increase to 25 percent of the base rent. The Landlord agrees to credit the County all holdover fees paid during the holdover period if the County renews the proposed lease.
- The proposed lease will be effective upon approval by the Board and full execution of the proposed lease, but the term and rent will commence upon completion of the TIs by the Landlord and acceptance of the Premises by the County.
- The proposed lease has a Right of First Offer, subject to the existing rights of any other tenants, to lease available space adjacent to the proposed Premises, as well as Building A7, Suite A7200 consisting of approximately 22,475 rentable square feet.



The Chief Executive Office conducted a market search of available office space for lease and the subject property was selected due to its proximity to other DHS administrative operations located within the same campus, and there are no other sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$41.40 and \$46.20 per square foot, per year. The base annual rental rate of \$31.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. We were unable to identify any sites that could accommodate this requirement more economically. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working space is not suitable for this requirement due to DHS' desire to be located with other DHS administrative operations currently located within the same campus.

Enclosure C shows all County-owned and leased facilities within the surveyed areas and there are no County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of the TIs will be completed in compliance with relevant building and construction laws and regulations, including the Americans with Disabilities Act. The required notification letter to the City of Alhambra has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease and has approved it as to form. The proposed lease is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease will provide a suitable office location for DHS' program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

## **ENVIRONMENTAL DOCUMENTATION**

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 (Existing Facilities) of the State CEQA Guidelines (Guidelines). The proposed lease, which involves the leasing of existing office space with minor TIs within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Existing Facilities exemption of the Guidelines, and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section

The Honorable Board of Supervisors

June 25, 2024

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65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with section 21152 of the California Public Resources Code.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease will adequately provide the necessary office space, and parking spaces for this County requirement. DHS concurs with the proposed lease and recommendations.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:JTC:JLC  
HD:ANR:MT:gb

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Health Services  
Internal Services

**DEPARTMENT OF HEALTH SERVICES  
1000 SOUTH FREMONT AVENUE, ALHAMBRA**

**Asset Management Principles Compliance Form<sup>1</sup>**

1. <u>Occupancy</u>		Yes	No	N/A
A	Does lease consolidate administrative functions? <sup>2</sup>	X		
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>	X		
C	Does this lease centralize business support functions? <sup>2</sup>	X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> 139 square feet per person due to implementation of telework		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> 3.03/1,000 parking ratio.		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	X		
2. <u>Capital</u>				
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long-term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is lease being recommended over occupancy in County-owned space?			X
F	Is Building Description Report enclosed as Enclosure C?	X		
G	Was build-to-suit or capital project considered? <sup>2</sup>			X
3. <u>Portfolio Management</u>				
A	Did department use CEO Space Request Evaluation (SRE)?	X		
B	Was the space need justified?	X		
C	If a renewal lease, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. ____ No suitable County occupied properties in project area.			
	3. ____ No County-owned facilities available for the project.			
	4. ____ Could not get City clearance or approval.			
	5. <u> X </u> The Program is being co-located.			
E	Is lease a full-service lease? <sup>2</sup>	X		
F	Has growth projection been considered in space request?	X		
G	<sup>1</sup> Has the Dept. of Public Works completed seismic review/approval?	X		
<sup>1</sup> As adopted by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS**  
 1000 South Fremont Ave, Alhambra  
 Department of Health Services

**Basic Lease Assumptions**

Leased Area (sq.ft.)	22,682												
	<b>Monthly</b>	<b>Annual</b>											
Rent (per sq. ft.)	\$2.65	\$31.80											
Term (Months)	108												
Annual Rent Adjustment	3%												

Tenant Improvement Costs	<b>Base TI Allowance</b>	<b>Additional TI Allowance Lump Sum</b>	<b>Additional TI Allowance Amortized 4.5 years at 3%</b>										
	\$1,134,100	\$2,835,250	\$3,450,000										

Parking	<b>Spaces</b>	<b>Cost Per Space per</b>											
	Years 1-4	68	\$75.00										
	Years 5-9	68	\$80.00										

Low Voltage Costs	<b>Lump Sum</b>	<b>Amortized 4 years at 3%</b>											
	\$2,325,763	\$3,048,000											

	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year	5 <sup>th</sup> Year	6 <sup>th</sup> Year	7 <sup>th</sup> Year	8 <sup>th</sup> Year	9 <sup>th</sup> Year	Total 9 Year Rental Costs
Annual Base Rent Costs <sup>(1)</sup>	\$721,288	\$742,926	\$765,214	\$788,170	\$811,816	\$836,170	\$861,255	\$887,093	\$913,706	\$7,328,000
Rent Abatement <sup>(2)</sup>	(\$180,322)									(\$181,000)
Rent Credit <sup>(3)</sup>	(\$4,000)									(\$4,000)
Parking Costs	\$61,200	\$61,200	\$61,200	\$61,200	\$65,280	\$65,280	\$65,280	\$65,280	\$65,280	\$572,000
Total Paid to Landlord	\$539,000	\$805,000	\$827,000	\$850,000	\$878,000	\$902,000	\$927,000	\$953,000	\$979,000	\$7,720,000
Tenant Improvement Costs	\$2,835,250									\$2,836,000
Low Voltage ISD Labor Lump Sum	\$421,000									\$421,000
Low Voltage (TESMA Labor & Materials)	\$609,451	\$609,451	\$609,451	\$609,451	\$609,451					\$3,048,000
<b>Total Annual Lease Costs</b>	<b>\$4,465,000</b>	<b>\$1,415,000</b>	<b>\$1,437,000</b>	<b>\$1,460,000</b>	<b>\$1,488,000</b>	<b>\$902,000</b>	<b>\$927,000</b>	<b>\$953,000</b>	<b>\$979,000</b>	<b>\$14,025,000</b>

**Footnotes**

<sup>(1)</sup> The Base Rent is subject to three percent (3%) increases per annum.

<sup>(2)</sup> Rent is abated for months 2, 3, and 4.

<sup>(3)</sup> Rent credit for space planning

\*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

**DEPARTMENT OF HEALTH SERVICES  
SPACE SEARCH – 3 MILE RADIUS  
1000 SOUTH FREMONT AVENUE**

<b>LACO</b>	<b>Name</b>	<b>Address</b>	<b>Ownership</b>	<b>Gross SQFT</b>	<b>Vacant</b>
A423	Sheriff - Personnel and Recruitment Center	101 Centre Plaza Dr Monterey Park 91754	Leased	37590	No
A471	The Alhambra Complex - East Tower	1000 S Fremont Ave Alhambra 91803	Leased	148447	No
A469	The Alhambra Complex - West Tower	1000 S Fremont Ave Alhambra 91803	Leased	15206	No
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Owned	16571	No
X167	Sherman Block Sheriff's Headquarters Building	4700 W Ramona Blvd Monterey Park 91754	Financed	125000	No
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Owned	39015	No
A327	Office of Managed Care	1100 Corporate Center Dr Monterey Park 91754	Leased	15280	No
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Owned	11273	No
0122	Thomas A. Tidemanson Building - Annex Building	417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803	Financed	43500	No

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease:** Lease for the Department of Department of Health Services – 1000 South Fremont Avenue, Alhambra – First District.

**A. Establish Service Function Category –** Health Services Administration (HSA) provides direction to the 26 health centers and four acute care hospitals under DHS.

**B. Determination of the Service Area -** HSA provides administrative support to DHS through the various administrative units.

### C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: This location provides services Countywide.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., walking distance from the Fremont / Mission bus stop.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings that meet the Departments space needs.
- Compatibility with local land use plans: The City of Alhambra has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease over the entire term is \$14,025,000.

**D. Analyze results and identify location alternatives**

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$41.40 and \$46.20 per square foot, per year. The base annual rental rate of \$31.80 per square foot, per year for the proposed lease represents a rate that is below the market range for the area.

**E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria**

The proposed lease will provide adequate and efficient office space for 163 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE**

**LEASE AGREEMENT**

**COUNTY OF LOS ANGELES - Tenant**

**ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a DELAWARE limited liability company – Landlord**

**1000 SOUTH FREMONT AVENUE A9 EAST BUILDING, A10 BUILDING, AND A9W  
BUILDING**

**SUITES E9650, S10200 AND A9BRG02**

**ALHAMBRA, CALIFORNIA 91803**



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## **EXHIBITS**

- Exhibit A – Floor Plan of the Premises
- Exhibit B – Commencement Date Memorandum and Confirmation of Lease Terms
- Exhibit C – Heating, Ventilation, and Air Conditioning Standards
- Exhibit D – Cleaning and Maintenance Schedule
- Exhibit E – Subordination, Non-disturbance and Attornment Agreement
- Exhibit F – Tenant Estoppel Certificate
- Exhibit G – Community Business Enterprises Form
- Exhibit H – Memorandum of Lease Terms
- Exhibit I – Landlord's Work Letter

## **ADDENDUM NO. 1 – Additional Terms to Lease Agreement**

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company ("Landlord"), and COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant" or "County").

Landlord and Tenant agree:

**1. BASIC LEASE INFORMATION**

1.1 Terms The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease:

<p>(a) Landlord's Address for Notices:</p>	<p>ELITE-TRC ALHAMBRA COMMUNITY LLC c/o The Ratkovich Company 1000 South Fremont Avenue, Unit 1 Alhambra, California 91803 Attention: Senior Development Manager</p> <p>With a copy to:</p> <p>c/o ELITE INTERNATIONAL INVESTMENT FUND 700 S. Flower Street, Suite 2380 Los Angeles, CA 90017 Attention: Bill Zhou</p>
<p>(b) Tenant's Address for Notices:</p>	<p>County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate</p> <p>With a copy to:</p> <p>County of Los Angeles Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street, Suite 648 Los Angeles, CA 90012-2713 Attention: Property Division</p>
<p>(c) Premises:</p>	<p>Approximately 22,682 rentable square feet compromised of (i) approximately 16,275</p>

	rentable square feet identified as Suite E9650 on the sixth (6th) floor of Building A9 East; (ii) approximately 3,774 rentable square feet identified as Suite S10200 on the second (2nd) floor of Building A10; and (iii) an approximately 2,633 rentable square feet as Suite A9BRG02 footbridge on the second (2nd) floor of Building A9W, as shown on Exhibit A attached hereto.
(d) Building:	Individually and collectively, Building A9 East, Building A10 South, and Building A9 West located in that certain office building complex (the "Complex") with an address of 1000 South Fremont Avenue, Alhambra, California, which is currently assessed by the County Assessor as APN 5342-001-021, 5342-001-024 and 5342-001-025 (collectively, the "Property");
(e) Term:	Nine (9) years, commencing the first day of the month following thirty (30) days after the date of Tenant's Acceptance of the Premises, as defined in Section 4.1 (the "Commencement Date"), and terminating at midnight on the day before the ninth (9th) annual anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof" as used in this Lease, or words of similar import, shall refer to the Term of this Lease.
(f) Estimated Commencement Date:	July 1, 2025
(g) Irrevocable Offer Expiration Date: (see Section 33)	July 1, 2024
(h) Base Rent:	\$2.65 per rentable square foot per month  (i.e., \$60,107.30 per month or \$721,287.60 per year)
(i) Early Termination (see Section 4.4)	One hundred twenty (120) days' notice any time after the 96th month following the Commencement Date.
(j) Rentable Square Feet in the Premises:	22,682 rentable square feet

(k) Initial Departmental Use:	Department of Health Services administrative offices, subject to Section 6.
(l) Parking Spaces:	Up to 68 unreserved spaces within the parking structure at a monthly cost of \$75 per space for first 4-years and \$80 per space commencing in the 5th year. Tenant will initially use 25 parking spaces and may increase or decrease the number of parking spaces with advance written notice to Landlord. Parking in excess of 68 spaces will be subject to availability and provided to Tenant on a month-to-month basis.
(m) Tenant's Hours of Operation:	6 a.m. to 8 p.m. Monday through Friday, and 9 a.m. to 2 p.m. on Saturdays
(n) Asbestos Report:	Two reports dated March 18, 2024 and one report dated March 28, 2024 prepared by Adaptive Building Group, Inc.
(o) Seismic Report	A report dated September 28, 2015, prepared by the Department of Public Works.

1.2 Defined Terms Relating to Landlord's Work Letter

(a) Landlord's TI Allowance:	\$1,134,100.00 (\$50 per RSF)
(b) Tenant's TI Contribution:	\$2,835,250.00 (\$125 per RSF)
(c) Tenant's TI Contribution Amortization Rate and Change Authorization Amortization Rate:	Fixed eight percent (8%) per annum
(d) Estimated Monthly Payments Attributable to Total TI Costs in Excess of Landlord's TI Allowance	\$57,488.65 per month, ending on the last day of the sixtieth (60th) calendar month following the Commencement Date.
(e) Tenant's Work Letter Representative:	Edgar Pejoro of the Chief Executive Office Real Estate Division
(f) Landlord's Work Letter Representative:	Kevin Houser
(g) Landlord's Address for Work Letter Notices:	The Alhambra Office Community, LLC 1000 South Fremont Avenue Unit 1, Building A7, Suite 7300

	Alhambra, California 91803 Attention: Senior Development Manager
(h) Tenant's Address for Work Letter Notices:	County of Los Angeles Chief Executive Office - Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate
1.3 <u>Exhibits to Lease</u>	Exhibit A - Floor Plan of Premises Exhibit B - Commencement Date Memorandum and Confirmation of Lease Terms Exhibit C - HVAC Standards Exhibit D - Cleaning and Maintenance Schedule Exhibit E - Subordination, Non-Disturbance and Attornment Agreement Exhibit F - Tenant Estoppel Certificate Exhibit G - Community Business Enterprises Form Exhibit H - Memorandum of Lease Exhibit I - Landlord's Work Letter

**2. PREMISES**

2.1 Lease of Premises

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1.1 and depicted on Exhibit A attached hereto.

2.2 Measurement of Premises

Tenant shall have the right at any time during the first six (6) months of the Term of this Lease to field-measure and verify the exact footage of the Premises and/or the Building. All measurements shall be taken in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association ("BOMA") International, except that no penthouse mechanical room space shall be included in the measurement. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 accomplished by the mutual execution of an amendment to this Lease. Landlord acknowledges the space has been marketed at the above-indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord.



### **3. COMMON AREAS**

Tenant may use the following areas ("Common Areas") in common with Landlord and any other tenants of the Building: the entrances, lobbies, corridors and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

### **4. COMMENCEMENT AND EXPIRATION DATES**

#### **4.1 Term**

The term of this Lease shall commence upon the Commencement Date and terminate on the Termination Date. Within thirty (30) days of determining the Commencement Date, Landlord and Tenant shall acknowledge in writing the Commencement Date by executing a Commencement Date Memorandum and Confirmation of Lease Terms in the form attached hereto as Exhibit B. The term "Tenant's Acceptance of the Premises" as used in this Lease shall mean the date upon which the Tenant Improvements and the Premises are Substantially Complete (except minor punch list items which Landlord shall thereafter promptly complete) and Tenant has inspected the Premises, and Tenant has accepted the Tenant Improvements and the Premises in writing. The term "Substantial Completion" or "Substantially Complete" as used in this Lease shall mean completion of the following:

- (a) The shell and core of the Building are complete and in compliance with all applicable laws and codes (subject to grandfathered rights and variances), and all of the building systems are operational to the extent necessary to service the Premises;
- (b) Landlord has sufficiently completed all the work required to be performed by Landlord in accordance with this Lease and Landlord's Work Letter (if any), including the installation of modular furniture systems, if so required (except minor punch list items which Landlord shall thereafter promptly complete), such that Tenant can conduct normal business operations from the Premises;
- (c) Landlord has obtained a certificate of occupancy for the Building, or a temporary certificate of occupancy for that portion of the Building that includes all of the Premises, or its equivalent;
- (d) Tenant has been provided with the number of parking privileges and spaces to which it is entitled under this Lease.
- (e) If Landlord is responsible for the installation of telecommunications systems, then such systems shall be completely operational.

#### **4.2 Termination Right**

If the Commencement Date has not occurred within ninety (90) days after the Estimated Commencement Date, subject to Tenant Delays or Force Majeure

Delays, as provided in Landlord's Work Letter executed concurrently herewith and attached hereto as Exhibit I and incorporated herein by reference, then Tenant may thereafter, at any time before the Commencement Date occurs, terminate this Lease effective upon the giving of written notice to Landlord, and the parties shall have no further rights or obligations to one another hereunder.

#### 4.3 Early Entry

Tenant shall be entitled to enter the Premises not less than thirty (30) days prior to the Commencement Date for the purpose of installing Tenant's furniture, fixtures, and equipment in the Premises. Such early entry shall be subject to all provisions hereof, but shall not advance the Termination Date, and Tenant shall not pay Base Rent nor any other charges for such early entry period.

#### 4.4 Early Termination

Tenant shall have the right to terminate this Lease at any time after the Early Termination date specified in Section 1.1, by giving Landlord not less than one hundred twenty (120) days' prior written notice, executed by Tenant's Chief Executive Officer or his/her designee and concurrent repayment of the unamortized portion of the Landlord's TI Allowance, not to exceed \$169,729.75.

#### 4.5 Lease Expiration Notice

No later than twelve (12) months, nor earlier than eighteen (18) months, prior to the expiration of the Lease Term, Landlord shall provide a written notice to Tenant notifying Tenant of the Termination Date.

### 5. RENT

#### 5.1 Base Rent

Tenant shall pay Landlord the Base Rent stated in Section 1.1 during the Term hereof within fifteen (15) days after (a) the Commencement Date, and (b) the first day of each calendar month thereafter, provided that at least fifteen (15) business days prior to the Commencement Date, Landlord must provide the Auditor of the County of Los Angeles with the following information: (i) name and address of Landlord or other party to whom Base Rent should be paid, (ii) Landlord's federal tax ID number; (iii) name of contact person and contact information (including phone number) for Landlord; (iv) a completed IRS form W-9, and (v) evidence of insurance in compliance with Section 20.2. If Landlord fails to timely provide the information required pursuant to this Section 5.1, or to provide updates for any changed information, then Tenant shall not be required to pay Base Rent to Landlord until fifteen (15) business days after Landlord provides such information. Base Rent for any partial calendar month during the Term shall be prorated in proportion to the number of days during the Term within such calendar month. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis.

The Base Rent is subject to fixed three percent (3%) annual increases per annum as follows:

<b>Months</b>	<b>Rate</b>	<b>Monthly Rent</b>
1 -12	\$2.65	\$60,107.30
13 - 24	\$2.73	\$61,910.52
25 - 36	\$2.81	\$63,767.83
37 - 48	\$2.90	\$65,680.87
49 - 60	\$2.98	\$67,651.30
61 - 72	\$3.07	\$69,680.83
73 - 84	\$3.16	\$71,771.26
85 - 96	\$3.26	\$73,924.40
97 - 108	\$3.36	\$76,142.13

5.2 Rent Abatement

Provided Tenant shall faithfully perform all of the terms and conditions of this Lease, the Base Rent for months two (2), three (3), and four (4) of the Lease Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in the Landlord's TI Allowance.

5.3 Rent Credit

In addition to the Rent Abatement found in section 5.2, Landlord shall provide a rent credit for \$4,000 for month one (1) of the Lease Term.

6. USES

Landlord agrees that the demised Premises, together with all appurtenances thereto, shall be used by the Tenant for the government department set forth in Section 1.1, any other County Department the County designates, any other governmental purposes, or other lawful purposes that do not materially adversely interfere with other uses in the Building, during Tenant's Hours of Operation, after Tenant's Hours of Operation, and on weekends and holidays; provided, however, in no event shall the Premises be used for any public facing County Department.

7. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, such occupancy shall be a tenancy which is terminable only upon ninety (90) days' written notice from Landlord or thirty (30) days written notice from Tenant's Chief Executive Officer or his/her designee at the last monthly Base Rent payable for the first six (6) months holdover period, subject to the three percent (3%) annual increases under this Lease, plus any other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease. After the initial six (6) month period, the Base Rent is subject to a holdover fee equal to 125% of the then Base Rent. Landlord agrees to apply any holdover fee paid toward Base Rent upon extension of the lease term by Tenant.

**8. COMPLIANCE WITH LAW**

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the Premises by Tenant. Landlord, not Tenant, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Tenant or Landlord during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of Tenant's particular use of or alterations or improvements to the Premises.

**9. DAMAGE OR DESTRUCTION**

9.1 Damage

If any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable, and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days, then Landlord shall promptly, at Landlord's expense, repair such damage, and this Lease shall continue in full force and effect. If all or any portion of the Premises shall be made unusable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within thirty (30) days, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises leasable again using standard working methods. The failure to do so shall be a material default hereunder. Base Rent shall abate to the extent that the Premises are unusable by Tenant.

9.2 Tenant Termination Right

If any portion of the Premises is damaged by fire or any other casualty rendering the Premises totally or partially inaccessible or unusable, and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than one hundred eighty (180) days for any reason, then Tenant may terminate this Lease by giving Landlord written notice within ten days after Tenant's receipt of written notice from Landlord or its agents specifying such time period of repair; and this Lease shall terminate and the Base Rent shall be abated from the date the Premises became unusable. If Tenant does not elect to terminate this Lease, then Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises, provided that insurance proceeds are available to repair the damages.

9.3 Damage In Last Year

Notwithstanding the foregoing provisions, if any material destruction to the Premises occurs during the last year of the Term, then either Landlord or Tenant may terminate this Lease by giving written notice to the other not more than thirty (30) days after such destruction, in which case:

- (a) Landlord shall have no obligation to restore the Premises;
- (b) Landlord may retain all insurance proceeds relating to such destruction, and
- (c) This Lease shall terminate as of the date which is thirty (30) days after such written notice of termination.

9.4 Default By Landlord

If Landlord is required to repair and restore the Premises as provided for in this Section 9, and Landlord thereafter fails to diligently prosecute said repair and restoration work using commercially reasonable efforts to completion, then upon not less than thirty (30) days' prior written notice to Landlord, Tenant may, at its sole election:

- (a) Declare a default hereunder, or
- (b) Perform or cause to be performed the restoration work and deduct the cost thereof, plus interest thereon at ten percent (10%) per annum, from the next installment(s) of Base Rent due as a charge against the Landlord; provided, however, that if the nature of such repair or restoration is such that more than thirty (30) days is reasonably required, based on Tenant's review of the restoration bids, for completion of the same, then such thirty (30) day period shall be extended as may be reasonably required provided that Landlord shall have undertaken such repair or restoration within said thirty (30)-day period and shall diligently prosecute the same to completion.

**10. REPAIRS AND MAINTENANCE**

10.1 Landlord Representations

- (a) Landlord represents to Tenant that, as of the date hereof and on the Commencement Date:
  - i. The Premises, the Building, and all Common Areas (including electrical, heating, ventilating, and air conditioning ("HVAC"), mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) comply with all current laws, codes, and ordinances, including but not limited to the Americans With Disabilities Act, and are in good working order and condition;
  - ii. The Building and the Premises comply with all covenants, conditions, restrictions and insurance underwriter's requirements;
  - iii. The Premises, the Building and the Common Areas are free of the presence of Hazardous Materials (as hereinafter defined) in violation of Environmental Laws (as hereinafter defined); and

- iv. Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation.
  
- (b) Landlord represents, based upon a professional inspection of the Premises and the Building and the Asbestos Report (as defined in Section 1.1) that the Premises and the Building contain no asbestos containing materials (other than as may be reflected in the Asbestos Report). Landlord shall, prior to Tenant's occupancy, abate, at Landlord's sole cost and expense, all asbestos-containing materials to the extent required by law as necessitated by the Final Plans (as defined in the Work Letter) and provide Tenant with an updated report from a licensed California Asbestos contractor to that effect.
  
- (c) CASp Inspection:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:  
*[Check the appropriate box]*

Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if

requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

- (d) In the event Landlord knowingly materially breaches any of Landlord's representations contained in this Section 10.1, then as Tenant's sole remedy for any such breach shall be for Landlord, at no cost to Tenant, to commence the correction of any such breach within 20 days upon written notice to Landlord after becoming aware of such breach.

## 10.2 Landlord Obligations

- (a) Landlord shall keep and maintain the Property in good condition and repair and promptly make repairs to and perform maintenance upon and replace as needed:
  - i. the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, foundations, roof, concealed plumbing, stairways, concealed electrical systems and intra-building telephone network cables;
  - ii. mechanical (including HVAC), electrical, plumbing and fire/life systems serving the Building;
  - iii. the Common Areas;
  - iv. exterior windows of the Building; and
  - v. elevators serving the Building.
- (b) Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to, or replacements of:
  - i. the floor covering (if such floor covering is carpeting it shall be replaced as needed, but not less often than after five (5) years of use);
  - ii. interior partitions;
  - iii. doors, door frames and hardware;
  - iv. the interior side of demising walls (which shall be repainted as needed but not less often than every five (5) years);

- v. signage;
  - vi. emergency exit signage and battery replacement;
  - vii. HVAC equipment dedicated to the mechanical rooms housing Tenant's computer servers and related equipment; and
  - viii. Light fixtures, bulbs, tubes and ballasts.
- (c) Landlord shall, to the best of its ability, provide all reports, maintenance records, or other documentation as may be reasonably requested from time to time.

### 10.3 Tenant Obligations

Without limiting Landlord's repair and maintenance obligations, Tenant shall, at all times during the Term be responsible for (i) the cost of repairing any area of the Property damaged by Tenant or by Tenant's agents, employees, invitees or visitors, and (ii) the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall:

- (a) be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld, conditioned or delayed;
- (b) be at least equal in quality, value and utility to the original work or installation; and
- (c) be in accordance with all applicable laws.

### 10.4 Tenant's Right to Repair

- (a) If Tenant provides written notice (or oral notice in the event of an emergency, such as damage or destruction to or of any portion of the Building structure and/or the Building systems, and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and if Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the receipt by Landlord of such notice, but in any event not later than ten (10) business days after the receipt by Landlord of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). All repairs and replacements shall be made and performed by contractors or mechanics approved by Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as



provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten (10) days after written notice, then Tenant shall be entitled to deduct from Base Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 15.

- (b) Notwithstanding any provisions of this Lease to the contrary, Tenant, acting through the County's Chief Executive Office, may request that the Landlord perform, supply and administer any repairs, maintenance, building services and/or alterations that are the responsibility of the Tenant, not to exceed \$5,000, as part of a separate purchase order issued by the County on Tenant's behalf. In the event Landlord elects to accept such request, then Landlord shall undertake the same and such improvements by Landlord shall be subject to (i) the Work Letter provisions regarding selection and bidding of contractors, Landlord-Tenant coordination and audit rights, and Tenant's remedies found in said Work Letter; and (ii) compliance with County Internal Services Department Purchasing Policy and Procedure No. A-0300, effective November 22, 2016, delivered to Landlord and incorporated by reference herein. Tenant shall reimburse Landlord for the costs incurred by Landlord with respect to such work, plus an administration fee charged by Landlord not to exceed three and one-half percent (3.5%). Notwithstanding anything to the contrary contained herein, Landlord shall have no liability to Tenant for undertaking such obligations, except as shall be due to the gross negligence or willful misconduct of Landlord. This Section shall not apply to any Tenant Improvements as defined in Section 24.

## **11. SERVICES AND UTILITIES**

### **11.1 Services**

#### **(a) Heating, Ventilation and Air Conditioning (HVAC)**

Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Tenant's Hours of Operations in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in Exhibit C attached hereto. In addition, Landlord shall furnish HVAC at all times (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) to the mechanical rooms housing Tenant's computer servers and related equipment.

In the event Tenant requires HVAC beyond Normal Working Hours for portions of the Premises other than the mechanical rooms, Tenant shall give Landlord prior notice thereof (pursuant to procedures as shall have been established by Landlord from time to time). Landlord shall install a submeter for the mechanical room housing Tenant's computer servers and related equipment, at Tenant's cost. If such submetering is installed,

Tenant shall pay the cost of service reflected by the submeter pursuant to the reasonable procedures established by Landlord relating to such usage.

(b) Electricity

Landlord shall furnish to the Premises the amount of electric current provided for in the Landlord's Work Letter (if applicable) but in any event not less than seven (7) watts of electric current (connected load) per square foot of rentable square feet in the Premises, for power and lighting and electric current for HVAC, and Landlord shall provide the existing or new transformers or sub-panels on each floor of the Premises necessary for Tenant to utilize such capacity in the Premises.

(c) Elevators

Landlord shall furnish freight and passenger elevator services to the Premises during Tenant's Hours of Operations. During all other hours, Landlord shall furnish passenger elevator cab service in the elevator bank serving the Premises on an as needed basis, and, by prior arrangement with Landlord's building manager, freight elevator service.

(d) Water

Landlord shall make available in the Premises warm and cold water for normal lavatory and kitchen purposes and potable water for drinking purposes, all of which shall meet applicable government standards.

(e) Janitorial

Landlord, at its sole cost and expense, shall provide janitorial service five (5) nights per week, generally consistent with that furnished in comparable office buildings in the County of Los Angeles, but not less than the services set forth in the specifications set forth in Exhibit D attached hereto.

(f) Access

Landlord shall furnish to Tenant's employees and agents access to the Building, Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. If required, Landlord shall provide access cards or fobs to all Tenant employees for Building entry, elevators, and/or floor access, at Landlord's sole cost and expense; provided, however, Tenant shall pay \$25.00 for each lost or stolen access card or fob that needs to be replaced.

(g) Pest Control

Landlord at its sole cost and expense shall provide commercially prudent pest control services to the Premises.

(h) Utilities

Landlord agrees to pay, at its sole cost, when due, all charges for the use of the sewer, effluent treatment (when and if imposed by any governmental authority), all water, sprinkler standby charges, electricity, gas, heating and common area power and lighting, trash removal service, fire/life safety systems, charges associated with the HVAC, and other utility rents and charges accruing or payable in connection with the Premises and the Common Areas during the Term of this Lease or any renewal, extension, or holdover thereof, whether the same are prorated or measured by separate meters. In the event Landlord fails or refuses to pay any or all of such charges when due, Tenant may give Landlord ten (10) calendar days prior written notice and thereafter pay directly such charges and deduct the payments from the next installments of rent due as a charge against the Landlord.

**12. TAXES**

Landlord, at its sole cost and expense, shall pay, prior to delinquency, all real property taxes, assessments and special assessments which may be levied or assessed against the Premises or the Building during the term of this Lease or any renewal or holdover period thereof.

In the event Landlord fails or refuses to pay any or all taxes or assessments when due, Tenant may, at its sole discretion, give Landlord thirty (30) calendar days prior written notice and thereafter pay such taxes and assessments and deduct the payments from the next installments of rent due as a charge against the Landlord.

**13. LANDLORD ACCESS**

Tenant shall permit Landlord and its agents to enter the Premises during upon prior written notice for the purpose of inspecting the Premises for any other reasonable purpose. Any such entries shall be without the abatement of Rent and shall include the right to take such commercially reasonable steps as required to accomplish the stated purposes. If Landlord temporarily closes any portion of the Building or the Premises for any reason other than as result of any act or omission by Tenant and Tenant shall fail to have access to the Premises, Base Rent shall be prorated based upon the percentage of the Premises or the Building rendered unusable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency and notify Tenant immediately thereafter.

**14. TENANT DEFAULT**

14.1 Default

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

- (a) the failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder) as and when due, and the failure continues for a period of ten (10) days after written notice to Tenant;

- (b) the failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure, within said thirty (30)-day period and thereafter diligently prosecutes such cure to completion.

#### 14.2 Termination

Tenant agrees that if a Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

#### 14.3 No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

### 15. LANDLORD DEFAULT

#### 15.1 Remedies

In addition to the provisions for Landlord's default provided by Sections 9.4, 10.4, 19, 21.2 and 32.3, Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within twenty (20) days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10.4); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such twenty (20) day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

- (a) to remedy such default or breach and deduct the costs thereof (including but not limited to attorney' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Base Rent next falling due;
- (b) to pursue the remedy of specific performance;
- (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Base Rent next coming due; and/or
- (d) to terminate this Lease.

## 15.2 Waiver

Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.

## 15.3 Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition, or materially and adversely affect the operation of Tenant's business in the Premises. In such cases, Tenant may perform the necessary work through its Internal Services Department and deduct the cost of said work from the Base Rent next due.

## 16. **ASSIGNMENT AND SUBLETTING**

### 16.1 Tenant Assignment and Subletting.

Tenant may assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises to any other government department of the County of Los Angeles without first obtaining Landlord's prior consent (a "Permitted Transfer"); provided, however, no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has a financial condition which is reasonably sufficient for it to be responsible for all future obligations under this Lease. Notwithstanding anything to the contrary contained in this Lease, the Premises may not be used for any public facing County Department. Any other assignment, mortgage, pledge, transfer, or hypothecation other than a Permitted Transfer shall require Landlord's prior written consent.

### 16.2 Sale by Landlord.

If Landlord sells or conveys the Property, then all liabilities and obligations of Landlord accruing under this Lease after the sale or conveyance shall be binding upon the new owner, and the transferor shall be released from all liability under this Lease accruing subsequent to such sale or conveyance, provided that the transferee assumes Landlord's remaining obligations hereunder in writing. Nothing in this Section 16.2 shall be deemed to release Landlord's successor in interest from responsibility for any condition (including but not limited to deferred maintenance) existing on the date of transfer.

Upon any sale or transfer of the Property by Landlord, Landlord shall provide ten (10) days' prior written notice of said sale of transfer to Tenant. In addition, Landlord shall provide the following information to Tenant, at Tenant's Address for Notice (set forth in Section 1.1 hereof), as a condition of Tenant's obligation to pay Base Rent to the new owner:

- (a) A letter from the Landlord confirming that the Property was transferred to the new owner, along with written evidence of the transfer of the Property (e.g., a recorded deed).

- (b) A signed letter from the new owner including the following information:
  - i. Name and address of new owner or other party to whom Base Rent should be paid
  - ii. Federal tax ID number for new owner
  - iii. Name of contact person and contact information (including phone number) for new owner
  - iv. Proof of insurance
- (c) A W-9 form for new owner.

Tenant shall not be obligated to pay any rental amounts to any party other than the Landlord named herein until such time as all the requirements of this Section 16.2 are satisfied and processed by Tenant.

## **17. ALTERATIONS AND ADDITIONS**

### **17.1 Landlord Consent**

Tenant shall not make any modifications or structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations"), without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. If Landlord fails to respond in writing within thirty (30) days after Tenant's request, then Landlord shall be deemed to have approved the requested Alterations. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria:

- (a) complies with all laws;
- (b) is not visible from the exterior of the Premises or Building;
- (c) will not materially affect the systems or structure of the Building; and
- (d) does not unreasonably interfere with the normal and customary business office operations of other tenants in the Building.

Landlord may impose, as a condition of its consent to all Alterations or repairs of the Premises or about the Premises, such requirements as Landlord in its sole discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize for such purposes only contractors, materials, mechanics and materialmen approved by Landlord. In any event, a contractor approved by Landlord shall perform all mechanical, electrical, plumbing, structural, and heating, ventilation and air conditioning work, and such work shall be performed at Tenant's cost. Tenant shall not be required to obtain Landlord's approval of the contractor when the work will be performed by Los Angeles County Internal Services Department staff. Tenant shall construct such Alterations and perform such repairs in conformance with any and all applicable rules and regulations of any federal, state, county or municipal code or ordinance and pursuant to a valid building permit, issued by the city in which the Building is located, in conformance

with Landlord's construction rules and regulations. Landlord's approval of the plans, specifications and working drawings for Tenant's Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities. Upon completion of any major Alterations involving a cost of at least \$50,000 or more, excluding telecommunication installations or alterations, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the county in which the Building is located in accordance with Section 3093 of the Civil Code of the State of California or any successor statute, and Tenant shall deliver to Landlord a reproducible copy of the "as built" drawings of the Alterations.

In connection with any Alterations, Tenant shall pay to Landlord a percentage of the cost of such work (such percentage to be established on a uniform basis for the Complex) sufficient to compensate Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord's involvement with such Alterations.

#### 17.2 End of Term

Upon the expiration of the Term or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Premises to Landlord in good order and condition, reasonable wear and tear and repairs which are Landlord's obligation excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises all debris, furniture, equipment, and other articles of personal property owned by Tenant or installed or placed by Tenant at its own expense in the Premises (including without limitation, telecommunications equipment and data cabling and wiring), and all similar articles of any other persons claiming under Tenant. Tenant shall repair all damage to the Premises resulting from the removal of such items from the Premises. If Tenant fails to complete such removal and/or to repair any damage caused by the same removal Landlord may do so and may charge the cost thereof to Tenant.

Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

### 18. **CONDEMNATION**

#### 18.1 Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

## 18.2 Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

## 18.3 Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the termination date designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated in proportion to the degree to which Tenant's use of the Premises and the Common Areas that provide direct access to the Premises is impaired by such Condemnation.

## 18.4 Restoration

Notwithstanding the preceding paragraph, if, within thirty (30) days after the Determination Date, Landlord notifies Tenant that Landlord, at its sole cost, will add to the remaining Premises and/or the Common Areas so that the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within ninety (90) days after Landlord so notifies Tenant, then this Lease shall continue in effect. In such event, all obligations of Tenant under this Lease shall remain in effect, except that Base Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.

## 18.5 Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises. Tenant shall be entitled to any awards for relocation benefits or goodwill belonging to Tenant.

## 18.6 Waiver of Statute

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.



## 19. **INDEMNIFICATION**

### 19.1 Landlord's Indemnity

Landlord shall indemnify, defend and hold harmless Tenant from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from the breach or default under this Lease by Landlord connected with the Landlord's obligations (as described in Section 10.2 (a) and (b) above) , provision of services and utilities (Section 11 above) repair, maintenance, and other acts and omissions arising from and/or relating to the Landlord's ownership of the Premises. The foregoing shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

### 19.2 Tenant's Indemnity

Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all liability, loss, injury or damage, including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or connected with the Tenant's Obligations (Section 10.3 above), repair, maintenance and other acts and omissions arising from and/or relating to the Tenant's leased space of the Premises, any negligent act, omission or willful misconduct of Tenant or its agents, contractors or employees or arising from any default of this Lease by Tenant.

## 20. **INSURANCE**

During the term of this Lease, the following insurance requirements will be in effect:

### 20.1 Waiver

Both the Tenant and Landlord each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from perils insured in the Causes-of-Loss Special Form (ISO form CP 10 30).

### 20.2 General Insurance Provisions – Landlord Requirements

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

#### (a) Evidence of Coverage and Notice to Tenant

- i. Certificate(s) of insurance coverage ("Certificate") satisfactory to Tenant, and a copy of an Additional Insured endorsement

confirming that Tenant and its Agents (defined below) has been given insured status under the Landlord's General Liability policy, shall be delivered to Tenant at the address shown below and provided prior to the start day of this Lease.

- ii. Renewal Certificates shall be provided to Tenant not less than 10 days prior to Landlord's policy expiration dates. The Tenant reserves the right to obtain complete, certified copies of any required Landlord insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Landlord identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty-five thousand (\$25,000.00) dollars, and list any Tenant-required endorsement forms.
- iv. Neither the Tenant's failure to obtain, nor the Tenant's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Landlord, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- v. Certificates and copies of any required endorsements, and/or notices of cancellation shall be delivered to:

County of Los Angeles  
Chief Executive Office - Real Estate Division  
320 West Temple Street, 7th Floor  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Landlord also shall promptly notify Tenant of any third party claim or suit filed against Landlord which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Landlord and/or Tenant.

(b) Additional Insured Status and Scope of Coverage

The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively, "Tenant and its Agents"), shall be provided additional insured status under Landlord's General Liability policy with respect to liability arising from or connected with the Landlord's acts, errors, and omissions arising from and/or relating to the Landlord's operations on and/or its ownership of the premises. Tenant's additional insured status shall apply with respect to liability and defense of suits arising out of the Landlord's acts or omissions, whether such liability is attributable to the Landlord or to the Tenant. The

full policy limits and scope of protection also shall apply to the Tenant as an additional insured, even if they exceed the Tenant's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(c) Cancellation of or Changes in Insurance

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

(d) Failure to Maintain Insurance

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

(e) Insurer Financial Ratings

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Tenant, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Tenant.

(f) Landlord's Insurance Shall Be Primary

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

(g) Waiver of Subrogation

To the fullest extent permitted by law, the Landlord hereby waives its and its insurer(s) rights of recovery against Tenant under all required insurance policies for any loss arising from or related to this Lease. The Landlord shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(h) Deductibles and Self-Insured Retentions ("SIRs")

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

(i) Claims Made Coverage

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

(j) Application of Excess Liability Coverage

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

(k) Tenant Review and Approval of Insurance Requirements

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

20.3 Insurance Coverage Types And Limits

(b) Tenant Requirements: During the term of this Lease, Tenant shall maintain a program of insurance coverage as described below:

i. Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Landlord 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

Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to Landlord after execution of this Lease at Landlord's request.

## 20.4 Landlord Requirements

During the term of this Lease, Landlord shall provide and maintain the following programs of insurance coverage:

- (a) Commercial General Liability Insurance, providing scope of coverage equivalent to ISO policy form CG 00 01, naming Tenant and Tenant's Agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 10 million
Products/Completed Operations Aggregate:	\$ 10 million
Personal and Advertising Injury:	\$ 5 million
Each Occurrence:	\$ 5 million

- (b) Commercial Property Insurance. Such insurance shall:

- i. Provide coverage for Tenant's property and any tenant improvements and betterments to the Premises; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- ii. Be written for the full replacement cost of the Property, with a deductible no greater than \$250,000 or 5% of the Property value, whichever is less. Insurance proceeds shall be payable to the Landlord and Tenant, as their interests may appear.

## 21. PARKING

### 21.1 Tenant's Rights

Tenant shall have the right to the number of exclusive reserved parking spaces and unreserved parking spaces set forth in Section 1.1, for the Term of this Lease. No tandem parking shall be required or allowed, and Tenant shall be entitled to full in/out privileges at all times. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all unreserved parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant and other tenants, occupants, licensees, invitees and permittees of the Building. Landlord, at its sole expense, shall provide Tenant with at least one (1) parking access card or key fob for each reserved or unreserved parking space set forth in Section 1.1, if applicable; provided, however, Tenant shall pay \$25.00 for each lost or stolen parking access card or fob that needs to be replaced. Landlord specifically reserves the right to change the size, configuration, design, layout, location and all other aspects of the parking facilities and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease close-off or restrict access to the parking facilities, or relocate Tenant's parking passes to other parking structures and/or surface parking areas within the Complex, for purposes of permitting or facilitating any such construction, alteration or improvements with respect to the parking facilities or to accommodate or facilitate renovation, alteration, construction or other modification of other improvements or structures

located on the Complex; provided, however, Tenant shall have access to sixty-eight (68) unreserved parking spaces at all times during the Term. Landlord may delegate its responsibilities hereunder to a parking operator in which case such parking operator shall have all the rights of control attributed hereby to the Landlord and such owner. Tenant shall be responsible for any parking tax or other charges imposed by governmental authorities in connection with the use of such parking, which taxes and/or charges shall be paid directly by Tenant or the parking users, or, if directly imposed against Landlord, Tenant shall reimburse Landlord for all such taxes and/or charges concurrent with its payment of the parking rates described herein.

## 21.2 Remedies.

Landlord acknowledges that it is a material term of this Lease that Tenant receives all of the parking spaces to which it is entitled under this Lease for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. It is therefore agreed that if, for any reason whatsoever, a material number of the parking spaces required above are not available to Tenant (in addition to the rights given to Tenant under Section 14 and Sections 9 and 17 in the event of casualty or condemnation), then Tenant may:

- (a) terminate this Lease by giving written notice of such termination to Landlord, which notice shall be effective thirty (30) days thereafter, or
- (b) deduct from the Base Rent thereafter accruing hereunder an amount each month equal to Landlord's prevailing parking rate for each parking space not so provided.

## 22. ENVIRONMENTAL MATTERS

### 22.1 Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees agents, customers, visitors, invitees, licensee, contractor, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or

regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.

## 22.2 Landlord Indemnity

Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fines, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of, or in connection with, the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than those caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.

## 23. ESTOPPEL CERTIFICATES

Tenant shall, within 30 business days after written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement in the form of Exhibit F attached hereto (properly completed) but shall have no other obligation to deliver any other form of estoppel certificate. It is intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest in the Premises or a holder of any mortgage upon Landlord's interest in the Premises.

## 24. TENANT IMPROVEMENTS

Prior to the Commencement Date, Landlord shall construct the Tenant Improvements in the manner set forth in Landlord's Work Letter executed by Landlord and Tenant concurrently herewith.

## 25. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Landlord hereunder and hereby indemnifies and holds Landlord harmless from any liability or loss from any such lien. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

## **26. SUBORDINATION AND MORTGAGES**

### **26.1 Subordination and Non-Disturbance**

Tenant agrees, at Landlord's option, to subordinate this Lease to the lien of any mortgages or deeds of trust now or hereafter in force against the Building; provided, however, Tenant's obligation to subordinate this Lease is expressly conditioned upon Tenant receiving a written agreement in the form of Exhibit E attached hereto and provided further that no such subordination shall affect any option to extend the Term of this Lease, right of first offer to lease additional premises, option to purchase, or right of first offer to purchase the Property included herein.

### **26.2 Existing Deeds of Trust**

The beneficiary under any existing deed of trust affecting the Building shall provide a written agreement to Tenant in the form of Exhibit E attached hereto, within 30 days after the execution of this Lease.

### **26.3 Notice of Default**

If any mortgagee or beneficiary under a deed of trust affecting the Property gives written notice of its name and address to Tenant by registered mail and requests copies of any notice of default that Tenant serves upon Landlord, Tenant agrees to use its best efforts (but without liability for failure to do so) to give such mortgagee or beneficiary a copy of any notice of default that Tenant serves upon Landlord which could permit Tenant to terminate this Lease, along with an additional thirty (30) days within which to cure such default.

## **27. SURRENDER OF POSSESSION**

Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant shall remove, at its own expense, all fixtures, equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).

## **28. SIGNAGE**

Tenant shall be allowed building standard signage on the directory located in the ground floor lobby of the Building and elevator lobbies of the floors of the Premises and suite signage, all of which shall be at Landlord's expense. Tenant shall be permitted to install signs at the Premises that conform with any and all applicable laws and ordinances. Any signage installed by Tenant must (a) conform with any and all applicable laws and ordinances, (b) are subject to Landlord's prior approval, and (c) conform with Landlord's signage program for the Complex.

## **29. QUIET ENJOYMENT**

So long as Tenant is not in default hereunder, Tenant shall have the right to the peaceful and quiet enjoyment and possession of the Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.



### 30. **GENERAL**

#### 30.1 Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

#### 30.2 Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

#### 30.3 Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this letter or the transaction contemplated by this letter: CBRE, Inc. ("Landlord's Broker"). and Jones Lang LaSalle Brokerage Inc. in cooperation with Jones Lang LaSalle Americas, Inc. (Tenant's Broker") .

#### 30.4 Entire Agreement

This Lease (including all exhibits hereto and the Landlord's Work Letter) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect, and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

#### 30.5 Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

#### 30.6 Notices

The parties shall give all notices in writing by (i) personal delivery, (ii) national-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid, to the Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1.1. Without limiting the generality of the foregoing, Landlord's notices to Tenant shall not be effective if they are delivered to the Premises or to another address that is not set forth in Section 1.1(b) hereof. Any notice given under this Lease shall be deemed effective upon the date of delivery

(whether accepted or refused), which, for certified mail and courier service, shall be established by U.S. Post Office return receipt or the courier's proof of delivery, respectively.

30.7 Governing Law and Venue

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

30.8 Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

30.9 Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

30.10 Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) business days after written request is made therefore, together with all necessary information.

30.11 Community Business Enterprises

Landlord shall complete and deliver to Tenant concurrently with the execution hereof a Community Business Enterprises form set forth as Exhibit G attached hereto.

30.12 Memorandum of Lease

If requested by Tenant, Landlord and Tenant shall execute and acknowledge a Memorandum of Lease in the form of Exhibit H attached hereto, which Memorandum may be recorded by Tenant in the Official Records of Los Angeles County.

30.13 Counterparts; Electronic Signatures

This Lease and any other documents necessary for the consummation of the transaction contemplated by this Lease may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed

counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Lease and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Lease is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Lease based on the foregoing forms of signature. If this Lease has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

30.14 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to Rent and other charges to be paid by Tenant pursuant to this Lease (collectively, the "**Force Majeure**"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

### 31. AUTHORITY

Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Lease, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an early termination

notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

## **32. ACKNOWLEDGEMENT BY LANDLORD**

Landlord acknowledges that it is aware of the following provisions:

### **32.1 Consideration of GAIN Program Participants**

Should Landlord require additional or replacement personnel after the effective date of this Lease, Landlord shall give consideration for any such employment openings to participants in the County Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Landlord's minimum qualifications for the open position. The County will refer GAIN participants by job category to Landlord.

### **32.2 Solicitation of Consideration**

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of a lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Landlord hereby represents and warrants that it has not provided, and will not provide, any financial benefits to any County official, employee or agent who has had any involvement in the procurement, negotiation, consummation, administration or management of this Lease. Landlord hereby agrees that if it violates any of the terms of this Section 32.2, then the County may declare this Lease null and void, and the County reserves the right to exercise any and all other remedies available under applicable law.

### **32.3 Landlord Assignment**

(a) Landlord may assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease or any portion thereof (including the right to receive rental payments but excluding its duties and obligations hereunder), and Landlord may execute any and all instruments providing for the payment of Base Rent directly to an assignee or transferee, but only if the conditions set forth in this Section are met.

(b) Any document or agreement purporting to assign, transfer, mortgage, hypothecate or encumber Landlord's right, title and interest in and to this Lease, or any portion thereof, as security for the Landlord's obligation to repay any monetary obligation, is hereinafter referred to as a "Security

Agreement." Any Security Agreement which is executed without full compliance with the requirements of this Section shall be void.

- (c) Each assignee or transferee under the Security Agreement shall certify and agree in writing that such assignee or transferee has read and is familiar with the requirements of Sections 5950-5955 of California Government Code, which prohibits the offer or sale of any security constituting a fractional interest in this Lease or any portion thereof, without the prior written consent of the Tenant. Notwithstanding the foregoing, the Tenant hereby acknowledges and agrees that Landlord shall have the right to encumber the Property with CMBS (commercial mortgage backed securities) financing or other traditional real estate financing. However, Landlord may not encumber the Property through any type of bond financing vehicle, including but not limited to certificate of participation financing.
- (d) Violation by Landlord of the provisions of Section 5951 of the California Government Code will constitute a material breach of this Lease, upon which the Tenant may impose damages in an amount equal to the greater of \$500,000 or 10% of the aggregate principal portion of all rental payments payable by the Tenant during the entire Term of this Lease, it being expressly agreed that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and nature of the violation it would be impracticable and extremely difficult to fix actual damages. In addition, the Tenant may exercise or pursue any other right or remedy it may have under this Lease or applicable law.
- (e) Landlord shall give Tenant written notice and a copy of each and every assignment, transfer, hypothecation or encumbrance of Landlord's interest in this Lease and any instrument relating thereto (including, but not limited to, instruments providing for the payment of Base Rent directly to an assignee or transferee) at least thirty (30) days prior to the effective date thereof.
- (f) Landlord shall not furnish any information concerning Tenant or the subject matter of this Lease (including, but not limited to, offering memoranda, financial statements, economic and demographic information, and legal opinions rendered by the office of counsel for the Tenant) to any person or entity, except with Tenant's prior written consent; provided, however, that Landlord shall have the right, without Tenant's prior written consent, to make disclosures of the terms of this Lease with its mortgagees, prospective mortgagees, purchaser and partners, and attorney, accountants, and other advisors of such party (collectively, "**Representatives**"), provided that, in each case, all Representatives agree to treat this Lease and all related information as confidential.

Landlord shall indemnify, defend and hold Tenant and its officers, agents and employees harmless from and against all claims and liability alleged to arise from the inaccuracy or incompleteness of any information furnished by Landlord in violation of this Section 32.3.

- (g) The provisions of this Section 32.3 shall be binding upon and applicable to the parties hereto and their respective successors and assigns. Whenever in this Section Landlord is referred to, such reference shall be deemed to include Landlord's successors or assigns, and all covenants and agreements by or on behalf of Landlord herein shall bind and apply to Landlord's successors and assigns, whether so expressed or not.

#### 32.4 Smoking in County Facilities.

The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California - Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California - Code of Ordinances Chapter 2.126.)

#### 33. IRREVOCABLE OFFER

In consideration for the time and expense that Tenant will invest in this Lease, including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the Tenant Real Estate Management Commission of Los Angeles County, as necessary, in reliance on Landlord's agreement to lease the Premises to Tenant under the terms of this Lease, Landlord irrevocably offers to enter into this Lease and not to revoke this offer until the Irrevocable Offer Expiration Date, as defined in Section 1.1.

#### 34. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES.

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Landlord intends to offer leasable space located contiguous to the Premises and in Building A7, Suite A7200, consisting of approximately 22,475 rentable square feet (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Landlord shall first give written notice to Tenant of the rental rate and other material terms upon which Landlord is willing to lease the Additional Premises ("Landlord's Lease Notice"). Landlord's Lease Notice shall constitute an offer to lease the Additional Premises to Tenant at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Tenant shall have sixty (60) days after receipt of Landlord's Lease Notice to accept such offer. Tenant shall accept such offer, if at all, only by delivery to Landlord of Tenant's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Landlord's Lease Notice (the "Expansion Commitment").

(b) If Tenant delivers to Landlord the Expansion Commitment within such sixty (60) day period, all (but not part) of the Additional Premises shall be leased to Tenant commencing on the date that Landlord provides Tenant with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Tenant shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Landlord's Lease Notice, and (ii) any terms and conditions set forth in Landlord's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

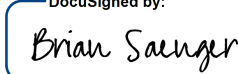
(c) Except as otherwise set forth in Landlord's Lease Notice, possession of the Additional Premises shall be delivered to Tenant on an "as-is" basis. Landlord shall prepare and Landlord and Tenant shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Landlord's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Tenant of its rights granted hereunder. In the event Tenant fails to deliver to Landlord Tenant's Expansion Commitment within the sixty (60) day period prescribed above, all rights of Tenant to lease the Additional Premises shall terminate and Landlord shall have no further obligation to notify Tenant of any proposed leasing of the Additional Premises, and Landlord shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Tenant. The rights granted to Tenant under this Section 34 shall not apply to any sales or similar transfers of the Additional Premises. Tenant's rights under this Section 34 are subject to: (i) rights of tenants under existing leases that are being renewed, or (ii) an unexpired option to expand or an unexpired right of first offer granted to any other person or tenant, which rights are this Lease.

IN WITNESS WHEREOF this Lease has been executed the day and year first set forth above.

LANDLORD:

ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a Delaware limited liability company

DocuSigned by:  
  
By: F44C23A4E5C1462...  
Name: Brian Saenger

Its: vice President

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

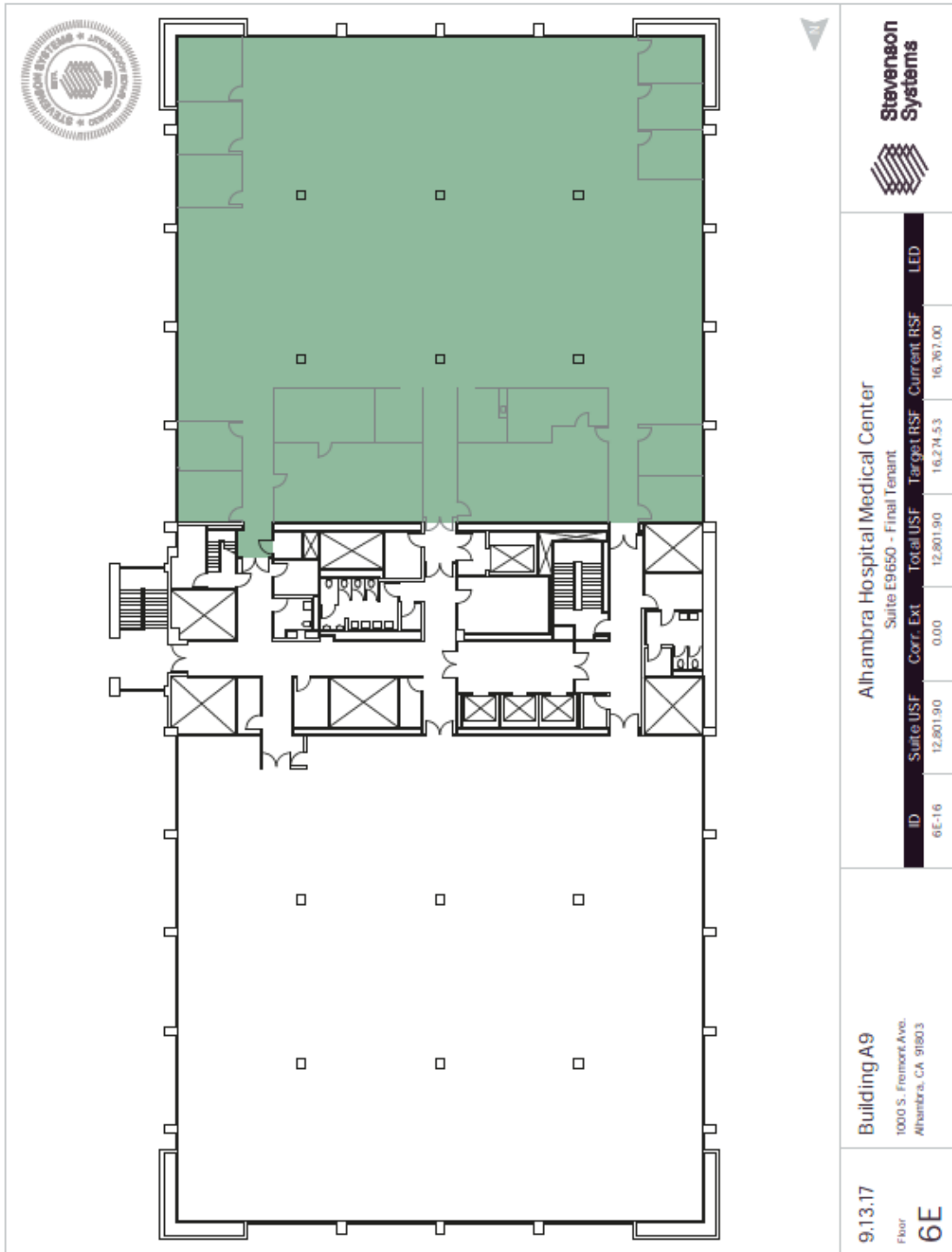
APPROVED AS TO FORM:

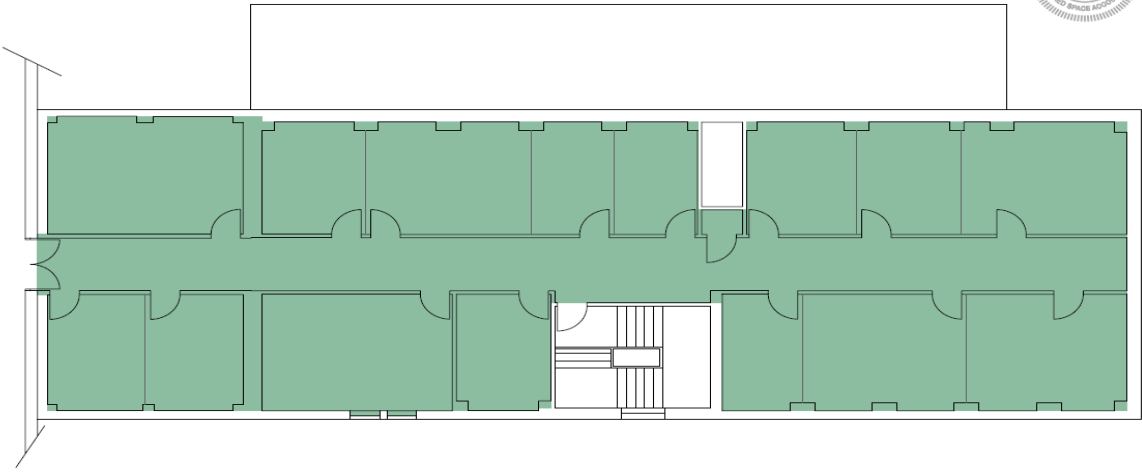
DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy



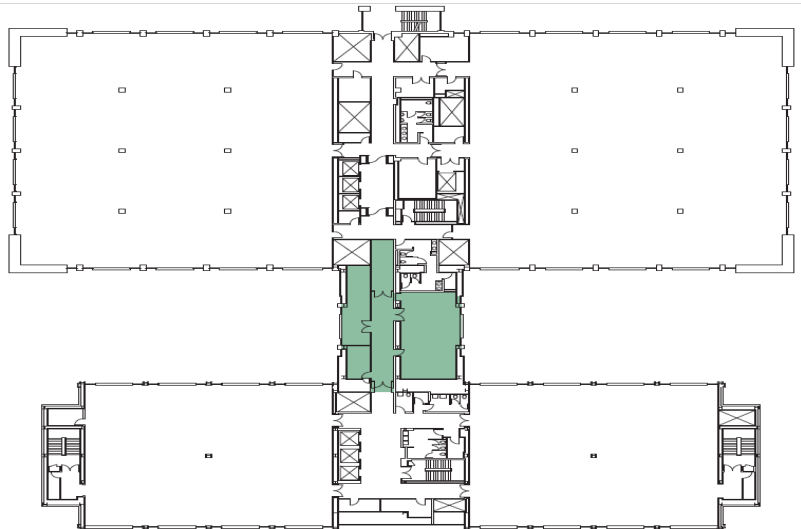
**EXHIBIT A**  
**FLOOR PLAN OF PREMISES**





2.5.19	Building A10 South 1000 S. Fremont Ave. Alhambra, CA 91803	Vacant Suite 10200 - Final Tenant						
		ID	Suite USF	Corr. Ext	Total USF	RSF	Leased RSF	
Floor <b>2</b>		2-19	3,595.00	0.00	3,595.00	3,773.68		

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9.13.17	Building A9 1000 S. Fremont Ave. Alhambra, CA 91803	Vacant Suite A9BRG02 - Final						
		ID	Suite USF	Corr. Ext	Total USF	Target RSF	Current RSF	
Floor <b>2</b>		Z-09	2,074.81	0.00	2,074.81	2,633.08		

HOA.104249653.3

**Exhibit A**  
**COMMENCEMENT DATE OF MEMORANDUM**  
**AND CONFIRMATION OF LEASE TERMS**

**EXHIBIT B**

**COMMENCEMENT DATE MEMORANDUM  
AND CONFIRMATION OF LEASE TERMS**

Reference is made to that certain Lease Agreement ("Lease") dated \_\_\_\_\_, 20\_\_, between County of Los Angeles, a body corporate and politic ("Tenant"), and ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company ("Landlord"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises in the building located at \_\_\_\_\_ ("Premises"),

Landlord and Tenant hereby acknowledge as follow:

- 1) Landlord delivered possession of the Premises to Tenant in a Substantially Complete condition on \_\_\_\_\_ ("Possession Date");
- 2) Tenant has accepted possession of the Premises and now occupies the same;
- 3) The Lease commenced on \_\_\_\_\_ ("Commencement Date");
- 4) The Premises contain 22,682, rentable square feet of space; and
- 5) The Base Rent is subject to fixed three percent (3%) annual increases per annum as follows:

<b>Months</b>	<b>Rate</b>	<b>Monthly Rent</b>
1 - 12	\$2.65	\$60,107.30
13 - 24	\$2.73	\$61,910.52
25 - 36	\$2.81	\$63,767.83
37 - 48	\$2.90	\$65,680.87
49 - 60	\$2.98	\$67,651.30
61 - 72	\$3.07	\$69,680.83
73 - 84	\$3.16	\$71,771.26
85 - 96	\$3.26	\$73,924.40
97 - 108	\$3.36	\$76,142.13

- 6) The parking rent for the initial 4-years is \$75 per month for unreserved spaces with the parking structure and \$80 per month per space after the 5<sup>th</sup> year.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Tenant:

Landlord:

COUNTY OF LOS ANGELES,  
a body corporate and politic

ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

## **EXHIBIT C**

### **HEATING, VENTILATION AND AIR CONDITIONING**

Landlord shall supply cooling, ventilating and heating with capacity to produce the following results effective during Tenant's Hours of Operation established by the Lease and within tolerances normal in comparable office buildings; maintenance of inside space conditions of not greater than 78 degrees Fahrenheit when the outside air temperature is not more than 93 degrees Fahrenheit dry bulb and 70 degrees Fahrenheit wet bulb, and not less than 70 degrees Fahrenheit when the outside air temperature is not lower than 42 degrees Fahrenheit dry bulb. Interior space is designated at a rate of one zone for approximately each 1,000 square feet and one diffuser for each 200 square feet of usable/net square footage within the Premises. If energy requirements prohibit Landlord from complying with these requirements, Tenant shall not unreasonably withhold its consent to temporary waivers or modifications.

## EXHIBIT D

### CLEANING AND MAINTENANCE SCHEDULE

#### A. DAILY (Monday through Friday)

1. Carpets vacuumed.
2. Composition floors dust-mopped.
3. Desks, desk accessories and office furniture dusted. Papers and folders left on desk not to be moved.
4. Waste baskets, other trash receptacles emptied.
5. Chairs and waste baskets returned to proper position.
6. Fingerprints removed from glass doors and partitions.
7. Water Bottle filling stations cleaned, sanitized and polished.
8. Lavatories, toilets and toilet rooms cleaned and mopped. Toilet supplies replenished.
9. Bulb and tube replacements, as required.
10. Emergency exit signage and egress battery replacement (if applicable)
11. Graffiti expunged as needed within two working days after notice by Tenant
12. Floors washed as needed.
13. Standard kitchen/lunchroom/restroom supplies replenished, including, but, not limited to, paper supplies and soap.

#### B. WEEKLY

14. Low-reach areas, chair rungs, baseboards and insides of door jambs dusted.
15. Window sills, ledges and wood paneling and molding dusted.

#### C. MONTHLY

16. Floors washed and waxed in uncarpeted office area.
17. High-reach areas, door frames and tops of partitions dusted.
18. Upholstered furniture vacuumed, plastic and leather furniture wiped
19. Picture moldings and frames dusted.
20. Wall vents and ceiling vents vacuumed.

21. Carpet professionally spot cleaned as required to remove stains.
22. HVAC chiller water checked for bacteria, water conditioned as necessary.

D. QUARTERLY

23. Light fixtures cleaned and dusted, but not less frequently than quarterly.
24. Wood furniture polished.
25. Draperies or mini-blinds cleaned as required, but not less frequently than quarterly.
26. HVAC units serviced for preventative maintenance purposes, all filters changed.

E. SEMI-ANNUALLY

27. Windows washed as required inside and outside.
28. All painted wall and door surfaces washed and stains removed.
29. All walls treated with vinyl covering washed and stains removed.

F. ANNUALLY

30. Windows washed as required inside and outside.
31. Furniture Systems and any other fabric or upholstered surfaces including chairs, couches, walls, etc., spot cleaned, or if determined to be necessary in Tenant's sole discretion, professionally cleaned in their entirety using a water extraction system, at Tenant's cost if requested by Tenant.
32. Bathroom and any other ceramic tile surfaces professionally cleaned using a hand scrub process. All grout and porous surfaces resealed with a professional grade sealant.
33. Touch-up paint all interior painted surfaces in a color and finish to match existing, at Tenant's cost if requested by Tenant.

G. AS NEEDED

34. Premises and the sidewalks, driveways, parking areas and all means of access and egress for the Premises should be maintained in good repair, and in clean and safe condition at all times.
35. All lawns, shrubbery and foliage on the grounds of the Premises should be maintained in good condition and neat in appearance. Grass and shrubbery must be replanted as needed to maintain the grounds in good appearance and condition.
36. Interior and exterior pest control inspections and remediation frequency is to be determined by a licensed exterminator.

37. Carpets to be cleaned using a non-detergent, low moisture, soil encapsulation system as recommended by the carpet manufacturer. The following schedule will be maintained for carpet cleaning:

- v. heavy traffic areas cleaned, as needed, with a minimum of once per year;
- vi. moderate traffic areas cleaned as needed, with a minimum of once per year; and
- vii. clean light traffic areas a minimum of once per year.

Landlord agrees that bonnet cleaning is not an acceptable method of cleaning carpets.

38. All HVAC ducts cleaned as needed.

H. GENERAL

Landlord shall, upon request of Tenant, produce written service contracts as evidence of compliance with the terms of this Cleaning and Maintenance Schedule.



**EXHIBIT E**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

**County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012**

)  
)  
)  
)  
)  
)  
)

**Space above for Recorder's Use**

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

**NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT  
AGREEMENT RESULTS IN YOUR LEASEHOLD ESTATE BECOMING SUBJECT TO AND OF  
LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination, Non-disturbance and Attornment Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), [*Insert name of Landlord*], ("Borrower") and [*Insert name of Lender*], ("Lender").

Factual Background

A. Borrower owns certain real property more particularly described in the attached Exhibit A. The term "Property" herein means that real property together with all improvements (the "Improvements") located on it.

B. Lender has made or agreed to make a loan to Borrower. The Loan is or will be secured by a deed of trust or mortgage encumbering the Property (the "Deed of Trust").

C. Tenant and Borrower (as "Landlord") entered into a lease dated \_\_\_\_\_ (the "Lease") under which Borrower leased to Tenant a portion of the Improvements located within the Property and more particularly described in the Lease (the "Premises").

D. Tenant is willing to agree to subordinate certain of Tenant's rights under the Lease to the lien of the Deed of Trust and to attorn to Lender on the terms and conditions of this Agreement. Tenant is willing to agree to such subordination and attornment and other conditions, provided that Lender agrees to a non-disturbance provision, all as set forth more fully below.

Agreement

Therefore, the parties agree as follows:

1. Subordination. The lien of the Deed of Trust and all amendments, modifications and extensions thereto shall be and remain at all times a lien on the Property prior and superior to the Lease, except that if Tenant is granted any option to extend the Term of the Lease, right of first offer to lease additional premises or option to purchase the Property or right of first offer to purchase the Property in the Lease, such provisions shall not be affected or diminished by any such subordination.

2. Definitions of "Transfer of the Property" and "Purchaser". As used herein, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser", as used herein, means any transferee, including Lender, of the interest of Borrower as a result of any such Transfer of the Property and also includes any and all successors and assigns, including Lender, of such transferee.

3. Non-disturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the leasehold estate created thereby.

4. Attornment. Subject to Section 3 above, if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Lender if it should be the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest of the landlord under the Lease.

5. Lender Not Obligated. Lender, if it becomes the Purchaser or if it takes possession under the Deed of Trust, and any other Purchaser shall not:

(a) be liable for any damages or other relief attributable to any act or omission of any prior Landlord under the Lease, including Borrower, unless such act or omission continues after the date that Lender or Purchaser succeeds to the interest of such prior landlord; or

(b) be subject to any offset or defense not specifically provided for in the Lease which Tenant may have against any prior landlord under the Lease, unless resulting from a default or breach by such prior landlord which continues after Lender or Purchaser succeeds to the interest of such prior landlord; and provided that any offsets deducted by Tenant prior to the date that Lender or Purchaser succeeds to the interest of such prior landlord shall not be subject to challenge; or

(c) be bound by any prepayment by Tenant of more than one (1) month's installment of rent, unless the Lease expressly requires such prepayment; or

(d) be obligated for any security deposit not actually delivered to Purchaser; or

(e) be bound by any modification or amendment of or to the Lease which materially increases Landlord's obligations under the Lease or materially decreases Tenant's obligation under the Lease, unless Lender has approved such modification or amendment in writing, which approval shall not be unreasonably withheld, conditioned or delayed.

6. Notices. All notices given under this Agreement shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section.

To Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Tenant: County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

7. Miscellaneous Provisions. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. This Agreement is governed by the laws of the State of California without regard to the choice of law rules of that State.

TENANT: COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BORROWER: [*Insert name of Landlord*]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDER: [*Insert name of Lender*],

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT F**

**TENANT ESTOPPEL CERTIFICATE**

To: [Insert name of party to rely on document]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Re:   Date of Certificate:           \_\_\_\_\_  
      Lease Dated:                   \_\_\_\_\_  
      Current Landlord:           \_\_\_\_\_  
      Located at:                   \_\_\_\_\_  
      Premises:                     \_\_\_\_\_  
      Commencement Date of Term: \_\_\_\_\_  
      Expiration Date:             \_\_\_\_\_  
      Current Rent:                 \_\_\_\_\_

County of Los Angeles ("Tenant") hereby certifies that, to its actual knowledge, as of the date hereof:

1.     Tenant is the present holder of the tenant's interest under the lease described above, as it may be amended to date (the "Lease"). The Lease covers the premises described above (the "Premises") in the building (the "Building") at the address set forth above.

2.     (a)    A true, correct and complete copy of the Lease (including all modifications, amendments, supplements, side letters, addenda and riders of and to it) is attached to this Certificate as Exhibit A.

      (b)    The current Rent is set forth above.

      (c)    The term of the Lease commenced on the Commencement Date set forth above and will expire on the Expiration Date set forth above, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building, or to use any parking other than that specified in the Lease.

      (d)    Except as specified in the Lease, Tenant has no option or preferential right to purchase all or any part of the Premises (or the land of which the Premises are a part).

      (e)    Tenant has made no agreement with Landlord or any agent, representative or employee of Landlord concerning free rent, partial rent, rebate of rental payments or any other similar rent concession except as expressly set forth in the Lease.

3.     (a)    The Lease constitutes the entire agreement between Tenant and Landlord with respect to the Premises, has not been modified changed, altered or amended, except as set forth in Exhibit A, and is in full force and effect. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) To the knowledge of Tenant, Tenant has not given Landlord written notice of a material default under the Lease which has not been cured.

(c) Tenant's interest in the Lease has not been assigned or encumbered.

(d) Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease, except as set forth in the Lease.

(e) No rental payments have been made more than one (1) month in advance.

4. All contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full, and all of Landlord's obligations with respect to tenant improvements have been fully performed, except: \_\_\_\_\_.

IN WITNESS WHEREOF, the Tenant has executed this Tenant Estoppel Certificate as of the day set forth above.

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT G

# COMMUNITY BUSINESS ENTERPRISE FORM

INSTRUCTIONS: All Landlords shall submit this form on an annual basis on or before December 30th of each year of the term of this agreement as evidence of MBE/WBE participation. The information requested below is for statistical purposes only. The final analysis and consideration of the lease will be determined without regard to race, creed, color or gender. *(Categories listed below are based on those described in 49 CFR Section 23.5)*

**I. Minority/Women Participation in Firm (Partners, Associate Partners, Managers, Staff, etc.)**

1. Firm Name: _____	3. Contact Person/Telephone Number: _____
2. Address: _____ _____	
	4. Total number of employees in the firm: _____

5. Provide the number of all minority employees and women in each category.	Owners, Partners and Associate Partners		Managers		Staff	
	All O,P & AP	Women	All Managers	Women	All Staff	Women
Black/African American						
Hispanic/Latin American						
Asian American						
Portuguese American						
American Indian/Alaskan Native						
All Others						

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

1. Type of Business Structure: (Corporation, Partnership, Sole Proprietorship, Etc.) \_\_\_\_\_

**III. MINORITY/WOMEN-OWNED FIRM CERTIFICATION**

2. Total Number of Ownership/Partners, Etc.: _____		Is your firm currently certified as a minority owned business firm by the:
3. Provide the percentage of ownership in each	All Employee	State of California? <input type="checkbox"/> Yes <input type="checkbox"/> No City of Los Angeles? <input type="checkbox"/> Yes <input type="checkbox"/> No Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No
Black/African American		
Hispanic/Latin American		
Asian American		
Portuguese American		
American Indian/Alaskan Native		
All Others		

**Section D. OPTION TO PROVIDE REQUESTED INFORMATION**

We do not wish to provide the information required in this form.

Firm Name: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H**

**MEMORANDUM OF LEASE**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

County of Los Angeles  
Chief Executive Office  
Real Estate Division  
320 W. Temple Street, 7th Floor  
Los Angeles, California 90012  
Attention: Director of Real Estate

This document is recorded for the benefit of the County of Los Angeles and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to California Revenue and Taxation Code Section 11922.

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") is made and entered into by and between \_\_\_\_\_, a \_\_\_\_\_ (the "Landlord"), and the COUNTY OF LOS ANGELES, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Tenant"), who agree as follows:

Landlord and Tenant have entered into an unrecorded lease dated \_\_\_\_\_, 20\_\_ (the "Lease") of certain real property located in the County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by reference, for a term commencing on \_\_\_\_\_, 20\_\_, and ending on a date \_\_\_\_\_ years after the commencement date, unless such term is extended or sooner terminated pursuant to the terms and conditions set forth in the Lease.

This Memorandum has been prepared for the purpose of giving notice of the Lease and of its terms, covenants, and conditions, and for no other purposes. The provisions of this Memorandum shall not in any way change or affect the provisions of the Lease, the terms of which remain in full force and effect.

Dated: \_\_\_\_\_, 20\_\_.

LANDLORD: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Senior Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me,

\_\_\_\_\_ Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_, Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT I**

**LANDLORD'S WORK LETTER**

**LANDLORD'S WORK LETTER**

**For**

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
LEASE AGREEMENT**

**COUNTY OF LOS ANGELES, as Tenant**

**ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a DELAWARE limited liability company, as Landlord**

**Property Address: 1000 SOUTH FREMONT AVENUE A9 EAST BUILDING, A10 BUILDING,  
AND A9W BUILDING**

**SUITES E9650 S10200, AND A9BRG02**

**ALHAMBRA, CALIFORNIA 91803**

## LANDLORD'S WORK LETTER

This Work Letter supplements the Lease Agreement (the "Lease") dated \_\_\_\_\_, 2024, executed concurrently herewith, by and between ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware corporation, as Landlord, and COUNTY OF LOS ANGELES, a body corporate and politic, as Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

**1. Basic Work Letter Information.** The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- |   |  |
|---|--|
| (a) <u>Total TI Costs</u>   | \$3,969,350.00 (i.e., \$175 per rentable square foot of the Premises)  |
| (i) <u>Landlord's TI Allowance</u>  | \$1,134,100.00 (i.e., \$50 per rentable square foot of the Premises)   |
| (ii) <u>Tenant's TI Contribution</u>  | \$2,835,250.00 (i.e., \$125 per rentable square foot of the Premises)  |
| (b) <u>TI Amortization Rate and Change Authorization Amortization Rate:</u> | Fixed eight percent (8%) per annum   |
| (c) <u>Tenant's Work Letter Representative</u>                              | Edgar Pejoro   |
| (d) <u>Landlord's Work Letter Representative</u>                            | Kevin Houser   |
| (e) <u>Landlord's Address for Work Letter Notices</u>                       | The Alhambra Office Community, LLC<br>1000 South Fremont Avenue<br>Unit 1, Building A7, Suite 7300<br>Alhambra, California 91803<br>Attention: Kevin Houser                |
| (f) <u>Tenant's Address for Work Letter Notices</u>                         | County of Los Angeles<br>Chief Executive Office - Real Estate Division<br>320 West Temple Street, 7th Floor<br>Los Angeles, CA 90012<br>Attention: Director of Real Estate |

(g) Addenda

Addendum A: Base Building Improvements  
Addendum B: Tenant Improvements  
Addendum C: Form of Preliminary and Final TI Cost Summary

**2. Construction of the Building.**

2.1 Base Building Improvements. Landlord has constructed or shall construct the base building improvements described on Addendum A hereto (the "Base Building Improvements") as a part of the Building. If the Base Building Improvements must be changed or added to in order to accommodate the special needs of Tenant in the Premises, such changes or additions shall not be considered Tenant Improvements (as defined below) unless such changes or additions are specifically described in Addendum B hereto.

2.2 Additional Costs Not Total TI Costs.

(a) If the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the Americans with Disabilities Act of 1990 (the "ADA"), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred if the Building had been in compliance with such codes, then such costs shall not be included in the calculation of Total TI Costs (as defined below), and Tenant shall have no financial responsibility for such costs.

(b) Any work that Landlord shall perform in the Premises pursuant to this Work Letter shall comply with all applicable statutes, ordinances, rules, regulations, and orders (including but not limited to the ADA), and any work that Landlord must undertake to cause the Premises to comply with the access requirements of the ADA or to make existing building systems, including but not limited to electrical service and HVAC equipment, fully operational shall be at Landlord's sole cost and expense. Costs of upgrades from the Base Building Improvements to the operational HVAC and electrical systems identified in Addendum B shall be funded as part of the Total TI Costs. Total TI Costs shall not include any costs associated with (i) asbestos abatement or compliance with the Hazardous Materials provision of the Lease, including all expenses associated with curing any "Sick Building Syndromes", (ii) fire sprinkler system installation or upgrade, (iii) conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere, (iv) utility costs incurred during construction, (v) costs incurred in order to cause the Premises to comply with any mechanical or electrical requirements set forth in the Lease, nor (vi) supervision or overhead costs from Landlord.

(c) Upon Substantial Completion, Landlord, at its sole cost and expense, shall field-measure and verify the exact footage of the Premises and/or the Building and deliver said measurement to Tenant. Should this measurement be less than the square footage stated above, then Tenant shall have the right to adjust such square footage and reduce the Base Rent in Section 1.1 of the Lease accomplished by the mutual execution of an amendment to the Lease. Landlord acknowledges the space has been marketed at the Lease indicated rental amount and in the event of subsequent physical measurements, Landlord agrees there will be no increase made to the Base Rent if the measured square footage exceeds the amount represented by Landlord. All measurements shall be taken in accordance with the methods of measuring rentable

area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010, as promulgated by the Building Owners and Management Association (“BOMA”) International, except that no penthouse mechanical room space shall be included in the measurement.

2.3 **Base Building Plans.** Landlord has delivered to Tenant complete and accurate “as built” plans and specifications for the Building in an AutoCAD 2015 (or later version) and/or Adobe PDF electronic format. If Tenant incurs additional costs because such plans and specifications are incomplete or inaccurate, then any delay caused thereby shall not be a Tenant Delay (as defined below) but shall be deemed to be a delay caused by Landlord, and Landlord shall pay for any increased costs caused by such delay.

3. **Selection of Architect and Engineer.** Landlord shall promptly solicit at least three (3) proposals from qualified licensed architects familiar with all applicable laws and building requirements detailing a scope of work sufficient to complete the Working Drawings (as defined below). Landlord shall select an architect, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected architect to Tenant, together with detailed proposals outlining the cost for design services. The architect selected by Landlord and reasonably approved by Tenant shall be hereinafter referred to as the “Architect.” Landlord shall also select an engineer, subject to Tenant's acceptance, which shall not be unreasonably withheld, and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the name of the selected engineer to Tenant, together with detailed proposals outlining the cost for engineering services. The engineer selected by Landlord and reasonably approved by Tenant shall be hereinafter referred to as the “Engineer.”

4. **Selection of Contractor.** The Final Plans (as defined below) and a proposed construction contract accepted by Tenant shall be submitted to a sufficient number of qualified contractors, selected by Landlord, so that a minimum of three (3) bids are received. Each contractor shall be requested to submit a sealed fixed price contract bid price (on an American Institute of Architects (AIA) form to construct the Tenant Improvements depicted on the Final Plans. Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions. Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance (which acceptance shall not be unreasonably withheld, conditioned, or delayed), and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the bids to Tenant. Following Tenant's reasonable acceptance, Landlord shall enter into a construction contract (the “Construction Contract”) with the lowest qualified bidder (the “Contractor”) to construct the Tenant Improvements, consistent with the terms of the accepted bid.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 **Preparation of Space Plan.** Concurrently with the execution of this Lease, Tenant shall submit to Landlord specifications for the Premises, which shall include a space plan and low voltage backbone and furniture plans and shall depict, without limitation, all demising walls, corridors, entrances, exits, doors, and interior partitions, and the locations of all offices, conference rooms, computer rooms, mini-service kitchens, and the reception area, library, and file room (collectively, the “Space Plan”). Landlord shall promptly approve the Space Plan (such



approval not to be unreasonably withheld, conditioned, or delayed); provided, however, it shall be deemed reasonable for Landlord to withhold its consent to the Space Plan if the Space Plan indicates that Tenant's proposed specifications (i) may affect the Building's structure and/or systems, and/or (ii) may result in non-compliance with applicable codes and laws. If Landlord disapproves of the Space Plan, Tenant shall promptly (but in no event later than ten (10) business days) (a) cause the Space Plan to be revised to correct any deficiencies or other matters Landlord may reasonably require, and (b) deliver such revised Space Plan to Landlord.

5.2 Preparation and Review of Working Drawings. Within thirty (30) days after the date the Space Plan is submitted to Landlord (which period shall be extended on a day for day basis for any Tenant Delay) (the "Plan Submission Date"), Landlord shall instruct the Architect to commence preparation of working drawings (the "Working Drawings"), which shall (a) be consistent with the Space Plan and the Preliminary TI Cost Summary (as defined below), (b) be compatible with the design, construction and equipment of the Building, (c) comply with all applicable laws, (d) be capable of physical measurement and construction, (e) contain all information required for the construction of the Tenant Improvements and the preparation of the Engineering Drawings (as defined below), and (f) include all partition locations, plumbing locations, air conditioning system and duct work, special air conditioning requirements, reflected ceiling plans, office equipment locations, and special security systems. The Working Drawings may be submitted in one or more stages and at one or more times provided that a schedule to submit the Working Drawings is provided to, and approved by, the Tenant (which approval shall not be unreasonably withheld, conditioned, or delayed). Landlord shall provide Tenant the Working Drawings, or such portion thereof as has been submitted, for Tenant's review and acceptance (such acceptance not to be unreasonably withheld, conditioned, or delayed). Landlord shall be solely responsible for ensuring that the Working Drawings fully comply with all applicable building codes and cover any expenses that result from the errors, omissions or inconsistencies in the Architect's Instruments of Service.

5.3 Preparation and Review of Engineering Drawings. Landlord shall cause the Architect to coordinate with the Engineer and to integrate all engineering drawings prepared by the Engineer, including but not limited to complete mechanical, electrical, and plumbing plans ("Engineering Drawings"), into the Working Drawings. The Engineering Drawings may be submitted in one or more stages and at one or more times for Tenant's review and acceptance.

5.4 Integration of Working Drawings and Engineering Drawings into Final Plans. After Tenant has accepted the Engineering Drawings, Landlord shall cause the Architect to prepare final plans based upon the accepted Working Drawings with the accepted Engineering Drawings (collectively "Final Plans") and deliver the Final Plans to Tenant for Tenant's review (not to be unreasonably withheld, conditioned, or delayed). in an AutoCAD 2015 (or later version) and/or Adobe PDF electronic format. The Final Plans shall be suitable for plan check review and permitting by local agencies having jurisdiction, for the layout, improvement and finish of the Premises consistent with the design and construction of the Base Building Improvements, including electrical and mechanical drawings, capacity reports, dimensioned partition plans, floor and wall finish plans, reflected ceiling plans, power, telephone communications and data plans, life safety devices, construction detail sheets including millwork detail plans showing the location of partitions, light fixtures, electrical outlets, telephone outlets, sprinklers, doors, equipment specifications (including weight specifications and cooling requirements), power requirements (including voltage, amps, phase, and special plugs and connections), wall finishes, floor coverings, millwork and other Tenant Improvements. Landlord's review of the Space Plan, Working Drawings, Engineering Drawings, and Final Plans shall be at Landlord's sole cost and expense.

5.5 Tenant's Plan Review and Acceptance. Tenant shall accept or reject the Working Drawings, the Engineering Drawings, and the Final Plans within fourteen (14) calendar days after Tenant receives the applicable plans and drawings from Landlord. If Tenant rejects any such plans or drawings, then Tenant shall notify Landlord thereof, specifying in detail the reason for such rejection, in which case Landlord shall revise the applicable plans or drawings and deliver revised plans or drawings to Tenant within fourteen (14) calendar days after receipt of Tenant's rejection notice. This procedure shall be repeated until the applicable plans are accepted by Tenant. If, after such procedure with respect to the Working Drawings, Tenant affirmatively disapproves the same and the parties cannot reasonably cooperate to resolve such disagreement, then Tenant may elect to terminate the Lease and this Work Letter by delivering a written termination notice to Landlord, whereupon all monies previously paid to Landlord shall be promptly refunded to Tenant, and the parties shall have no further obligations under the Lease and the Work Letter. Tenant's acceptance of the Working Drawings, Engineering Drawings, and/or the Final Plans shall not be deemed to be a representation by Tenant as to the adequacy or correctness of the design of the Tenant Improvements, which shall be Landlord's sole responsibility.

5.6 Schedule. Within thirty (30) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a detailed projected construction schedule, subject to approval by Tenant, which shall not be unreasonably withheld (and shall be granted within five (5) business days of receipt thereof by Tenant) setting forth the completion dates of certain project milestones, including, but not limited to, completion of Working Drawings, completion of Engineering Drawings, submission of plans to local jurisdiction for review, issuance of building permit, submission of plans to contractors for bidding, award of the Construction Contract, construction commencement milestone dates and the date of Substantial Completion. The schedule shall be apportioned by construction activity and include time required for the completion of each portion of the work. As the construction continues, Landlord shall amend the construction schedule from time to time to reflect any changes to the projected dates, and Landlord shall promptly submit the revised construction schedules to Tenant. If the amended construction schedule identifies delays to the project's critical path, the Landlord shall provide a recovery schedule and/or request for a contract time extension.

5.7 Submittals. The Landlord shall submit to Tenant any Shop Drawings, Product Data Sheets / Samples or similar submittals required by the Final Plans in coordination with the construction schedule and with reasonable promptness, so as not to cause any delay in the construction of the Tenant Improvements. The purpose of Shop Drawings, Product Data, Samples and similar submittals is to demonstrate the way by which the Contractor proposes to construct a design concept expressed in the Final Plans. "Shop Drawings" include drawings, diagrams, schedules and other data specially prepared by the Contractor or a subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Tenant Improvements. "Product Data Sheets / Samples" include illustrations, summary performance charts, instructions, brochures, diagrams, manufacturer specifications and other information furnished by the Landlord to illustrate materials or equipment for some portion of the Tenant Improvements. "Samples" are physical examples that illustrate materials, equipment or workmanship for some portion of the Tenant Improvements. The Contractor shall construct no portion of the Tenant Improvements for which the Final Plans require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and accepted by the Architect.

**6. Landlord's TI Cost Summary and Payment of Total TI Costs.**

6.1 Cost Summary. Within fifteen (15) calendar days after the Plan Submission Date, Landlord shall submit to Tenant a preliminary cost summary for the Tenant Improvements in a format similar to Addendum C attached hereto (the "Preliminary TI Cost Summary"), which must not exceed the sum of Landlord's TI Allowance and Tenant's TI Contribution. The Preliminary TI Cost Summary shall be revised into final form within ten (10) days after the date that the Contractor is selected and will be referred to herein as the "Final TI Cost Summary". Tenant shall have fourteen (14) calendar days after the date of receipt of the Final TI Cost Summary to accept or reject the Final TI Cost Summary, including but not limited to any Contractor overhead, profit and/or general conditions costs included therein; provided, however, that any proposed increase to Tenant's TI Contribution shown on the Final TI Cost Summary shall not be effective unless approved in a separate written agreement executed by Landlord and Tenant. Construction of the Tenant Improvements shall not begin until Tenant accepts the Final TI Cost Summary in writing. If Tenant rejects the Final TI Cost Summary due to matters related to cost and the Final TI Cost Summary is ten percent (10%) or more higher in cost than projected in the Preliminary TI Cost Summary, then, at Tenant's request, Landlord shall cause the Architect and the Engineer to redesign the Tenant Improvements, to comply with the Preliminary TI Cost Summary, and any delay caused by the necessity to rebid or redesign the Tenant Improvements shall not be considered a Tenant Delay. If Tenant rejects the Final TI Cost Summary, the parties shall promptly confer to resolve all issues relating thereto. If after such consultation, the parties cannot agree on the Final TI Cost Summary, then the parties shall work in good faith to resolve any disagreements relating to the same.

6.2 Following the approved Final TI Cost Summary, Landlord shall select the most qualified bidder offering the lowest price after adjustments for inconsistent assumptions. Landlord shall submit all bids, along with Landlord's recommendation, to Tenant for Tenant's review and acceptance (which acceptance shall not be unreasonably withheld, conditioned, or delayed), and which acceptance (or rejection for reasonable reasons) shall be granted within five (5) calendar days after Landlord has submitted the bids to Tenant. Following Tenant's reasonable acceptance, Landlord shall enter into a construction contract (the "Construction Contract") with the lowest qualified bidder (the "Contractor") to construct the Tenant Improvements, consistent with the terms of the accepted bid.

6.3 Landlord's TI Allowance and Tenant's TI Contribution. All improvements required by the Final Plans, as further described in Addendum B hereto and any and all modular furniture described in the Modular Specifications (as defined below) shall be referred to herein, collectively, as "Tenant Improvements" or "TI." Costs of Tenant Improvements shall include costs for furniture, soft costs, and any other costs approved in writing by Tenant (collectively "Total TI Costs"), all of which must not exceed the sum of Landlord's TI Allowance, Tenant's TI Contribution, and the cost of any Change Authorizations (as defined below) that are approved in writing by both parties. Landlord shall be solely responsible for any delay or increased cost in completing the Tenant Improvements, subject to any Force Majeure Delay (as defined below) and/or any acts or omission by Tenant. Notwithstanding anything to the contrary contained herein, Landlord's TI Allowance shall not be used for any information technology or telecom equipment or personal property other than furniture systems. Except as otherwise provided herein, all Total TI Costs shall be paid by Landlord and deducted from Landlord's TI Allowance. If the Total TI Costs exceed Landlord's TI Allowance, then Tenant shall pay Landlord the overage in an amount not exceeding Tenant's TI Contribution within five (5) days of receipt of a statement therefor. Thereafter, Tenant shall pay such overage to Landlord as provided in Section 6.3 below.

6.4 Method of Payment. Tenant shall be obligated to pay Landlord that portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance thirty (30) calendar days after all of the following conditions have been met: (i) Tenant Improvements are Substantially Complete (as defined in the Lease); (ii) Landlord has provided Tenant with all documentation substantiating all Tenant Improvements' expenses, including without limitation, receipts, invoices, proof of payment, unconditional lien releases and approved changed orders; and (iii) Tenant has reconciled all Tenant Improvements' costs to determine and confirm the total Tenant Improvements amount spent and the amount of Tenant's TI Contribution owed to Landlord. At Tenant's election, such payment may be made (a) in a lump sum, or (b) in equal monthly payments, amortized over the term of the Lease at the TI Amortization Rate. Tenant may, at any time during the Term, prepay all or any portion of the Total TI Costs in excess of the Landlord's TI Allowance and pay any remaining amount in equal monthly payments, amortized over the remaining term of the Lease at the TI Amortization Rate.

6.5 Base Rent Credit for Unused Portions of Landlord's TI Allowance. If the Total TI Costs are less than the Landlord's TI Allowance, then the amount of any unused portion of the Landlord's TI Allowance shall be applied as a credit against the next installment(s) of Base Rent due under the Lease.

## **7. Construction of Tenant Improvements.**

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto, such work shall be considered a Base Building Improvement and shall be performed by Landlord at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Tenant in writing, any major contractors, subcontractors and material suppliers providing labor and/or materials for the Tenant Improvements shall be selected only after a minimum of three (3) bids have been solicited from responsible and qualified persons. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees. Landlord shall also obtain a minimum of three (3) bids from responsible and qualified bidders for the purchase and installation of Tenant's office furniture system, if applicable, in accordance with Section 9.1 below.

7.3 Permits. Landlord shall obtain the approval of all applicable governmental authorities and all permits required for the Tenant Improvements, promptly after Tenant's approval of the Final Plans. Landlord shall submit the Final Plans for plan check approval and shall incorporate any requested comments from the applicable governmental authorities into the Final Plans. Thereafter, Landlord shall re-submit the revised Final Plans for plan check approval and shall have the right to concurrently solicit bids from contractors pursuant to Section 4 hereof.

7.4 Commencement of Construction. Landlord shall commence construction of the Tenant Improvements within twenty-one (21) calendar days after Tenant's acceptance of the Contractor pursuant to Section 4 hereof. Contractor shall obtain the building permit for the Tenant Improvements prior to the commencement of construction; provided, however, Landlord shall have the right to commence construction of trades that do not require a building permit prior to the issuance thereof. Thereafter, Landlord shall diligently proceed to construct and complete all Tenant Improvements in a good and workmanlike manner, subject only to any cessation that may be caused by Force Majeure Delays (as defined below) and/or Tenant Delays.

7.5 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Landlord and the Contractor shall cooperate with Tenant in posting a notice or notices of nonresponsibility by Tenant in compliance with California Civil Code Section 8444.

(b) Decorating Decisions. All design and programming, space planning and interior decorating services, such as selection of wall paint colors and/or wall coverings, furniture, fixtures, flooring and base, and any other decor selection efforts required by Tenant, shall be provided by Landlord, at Landlord's expense, in accordance with Tenant's Space Plan. Landlord shall consult with Tenant with respect to all such decorating services and decisions.

(c) Warranties. Landlord warrants that the Tenant Improvements shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of Substantial Completion (as defined in the Lease). Landlord shall require each contractor and subcontractor to provide warranties of like duration in all construction contracts relating to the Tenant Improvements and, upon Tenant's request, Landlord shall assign to Tenant any such warranties relating to the Tenant Improvements. Patent defects in the Tenant Improvements shall be brought to Landlord's attention promptly. Latent or hidden defects in the Tenant Improvements shall be brought to Landlord's attention promptly upon Tenant's becoming aware of such defects. Landlord, at Landlord's sole cost and expense, shall promptly cause such defects to be repaired following receipt of notice thereof, and Tenant shall have the same rights with respect thereto as set forth herein for all other punch-list items unless Tenant has caused the damage to the item in question.

(d) Clean-Up and Substandard Work. Landlord will be responsible for all clean-up and/or substandard work performed by Landlord's contractor or contractors (as reasonably determined by the parties according to the usual standards of work in the Building).

(e) Compliance with Laws. The Premises shall comply with all applicable city, county, state and federal building codes, regulations and ordinances required for beneficial occupancy, including but not limited to all provisions of the California Labor Code. Without limiting the generality of the foregoing, construction of the Tenant Improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Tenant Improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Notwithstanding the foregoing or any language to the contrary contained herein, the payment of prevailing wages according to the current prevailing wage scale and compliance with applicable prevailing wage statutes shall be required where there is a Tenant's TI Contribution made towards the Total TI Costs of the Tenant Improvements to be performed.

(f) Access During Construction. Tenant shall have the right to conduct site visits to observe progress of the Tenant Improvements during the course of construction. Additionally, pursuant to Section 4.3 of the Lease, Tenant shall be entitled to enter the Premises at least thirty (30) calendar days prior to the Commencement Date for the purpose of installing



Tenant's furniture, fixtures and equipment in the Premises. Landlord and Tenant shall use reasonable good faith efforts to coordinate the work of their respective contractors to achieve timely completion of the Tenant Improvements and Tenant's installation work.

7.6 Completion/Close Out. The Premises shall not be considered Substantially Complete until the Tenant Improvements have been completed in accordance with the Final Plans and Section 4.1 of the Lease, subject only to the completion of minor punch-list items that will not interfere with Tenant's use and occupancy of the Premises for Tenant's permitted and intended use under the Lease. Upon Substantial Completion of the Tenant Improvements, Landlord shall notify Tenant in writing and, within fourteen (14) calendar days of Tenant's receipt of such notice, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and prepare a punch-list of known or apparent deficiencies or incomplete work required to be corrected or completed by Landlord. Landlord, at Landlord's sole cost and expense, shall cause all punch-list items to be repaired or completed as soon as possible, but in no event later than thirty (30) days following the walk-through inspection. If Landlord fails to complete any of the punch-list items within such 30-day period, then Tenant, in addition to its other rights and remedies under the Lease, after giving ten (10) days written notice to Landlord, shall have the right, but not the obligation, to cause such punch-list items to be completed, with the cost thereof plus ten percent (10%) for Tenant's overhead and supervision to be deducted from the next installment(s) of rent or other amounts payable by Tenant under the Lease.

7.7 Conformed Plans. Within sixty (60) days after Substantial Completion of the Tenant Improvements and Landlord's receipt from the Contractor of all field changes, Landlord shall submit to Tenant a set of conformed plans ("as-builts") incorporating, in accordance with standard industry custom and practice, field changes made and changes and/or revisions that have been made subsequent to the submission of the Final Plans. Such "as-built" or "record documents" shall be submitted in an AutoCAD 2015 (or later version) format, along with one complete set of plans and specifications Adobe PDF electronic format via USB flash drive and set up of a web-based download link.

8. Requests for Change. Tenant and Landlord may request changes, additions, deletions or substitutions in the Final Plans (each, a "Request for Change"), provided that the requesting party must submit a written request to the other party and that Requests for Change will not be effective unless approved in writing by both Tenant and Landlord (a "Change Authorization"). Only the County's Chief Executive Officer or his/her designee is authorized to execute Change Authorizations on behalf of Tenant. If Tenant requests any changes or substitutions to the Tenant Improvements after the Final Plans and the Final TI Cost Summary have been accepted ("Tenant-Requested Changes"), then any additional costs related thereto in excess of Landlord's TI Allowance shall be paid by Tenant, provided that Tenant executes a written Change Authorization prior to the performance of the applicable work. Tenant shall be obligated to pay Landlord for the Tenant Request for Change as part of Tenant's portion of Tenant's TI Contribution used to pay for any Total TI Costs in excess of Landlord's TI Allowance as defined in Section 6.3. Landlord shall be solely responsible for the cost of any Change Authorizations or other Requests for Change that are not Tenant-Requested Changes or approved by the Chief Executive Officer or his/her designee. Landlord shall submit to the Chief Executive Officer or his/her designee with each Request for Change: (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Authorizations previously executed, and (iii) an estimate of the number of days by which the construction time will be increased or shortened if the Request for Change is approved. Each Change Authorization must be signed and

dated by tenant department, Landlord and the Chief Executive Officer or his/her designee in order to be effective.

**9. Furniture System.**

9.1 Tenant shall deliver to Landlord within fourteen (14) calendar days after the date of full execution of this Work Letter, modular furniture plans and specifications (the "Modular Specifications"). Based on the Modular Specifications, Landlord and /or Landlord's architect shall prepare modular furniture specifications bid package for submission to no less than three (3) furniture vendors. The bid package shall be broken down into separate line items for material, delivery, and sales tax, and each furniture item shall be broken down by unit price, quantities, description and specification. Prior to submission for bids, Landlord shall review the bid package with Tenant, and Tenant shall have the right to accept or reject the bid package. Landlord shall order the modular furniture set forth in the Modular Specifications and install the same within the Premises, all of which shall be a Total TI Cost, payable by Landlord and/or Tenant as provided in Section 6.2 and Section 6.3 hereof.

9.2 Alternatively, Tenant may elect to finance the cost of modular furniture through lease-purchase financing with a third-party lender ("Creditor"). If Tenant elects to enter into a lease-purchase financing of any furniture or telecommunications equipment (individually or collectively, "Personal Property") through a Creditor, Landlord expressly agrees as follows:

(a) The Personal Property shall not become part of the real property, but shall remain personal property removable by the Creditor and its assigns, provided that any damage to the Building or the Premises caused by such removal shall be repaired by Creditor.

(b) Landlord must receive written notice from Creditor of any plan by Creditor to remove the Personal Property from the Building.

(c) This Section 9.2 shall be binding on the representatives, successors and assigns of all parties hereto and shall inure to the benefit of the successors-in-interest to all parties hereto.

(d) Landlord hereby waives any right to gain possession of any of Personal Property during the term of the Lease.

**10. Total TI Costs Adjustment and Right to Audit.** Within thirty (30) calendar days of the issuance of a Certificate of Occupancy for the Premises or a final sign-off by the City of Alhambra, whichever occurs first, Landlord shall provide to Tenant a statement showing (a) all Total TI Costs in reasonable detail and sorted into the same line items as the Final TI Cost Summary, and (b) the amount of Total TI Costs that is in excess of Landlord's TI Allowance and payable hereunder by Tenant to Landlord. Upon approval of such statement by Tenant, payments by either party pursuant to the Lease and this Work Letter shall be adjusted as appropriate based upon such statement. Tenant shall have the right to audit the Total TI Costs at any time after the date of Tenant's Acceptance of the Premises. If the audit shows that Tenant is entitled to a reduction in payments made by Tenant to the Landlord pursuant to this Work Letter, then Tenant shall provide Landlord with a copy of the audit summary, and inform Landlord if Tenant wants Landlord to pay Tenant the amount of any over-payment made by Tenant within thirty (30) calendar days or if Tenant will apply such amount as a credit against the next installment(s) of Base Rent due under the Lease, and any future payments owed by Tenant shall be adjusted as appropriate based upon the

audit results. Landlord shall request that the Contractor include audit provisions in all subcontracts which allow Tenant to audit the subcontractors' books and records with respect to the Tenant Improvements.

**11. Telephone Room.** Landlord shall use the Total TI Costs to complete the telephone equipment room(s), including permanent power and HVAC,) in compliance with the Space Plan, Low-Voltage Plan and specifications provided by Tenant, at least thirty (30) calendar days prior to the Estimated Commencement Date.

**12. Delay.**

12.1 Tenant Delays and Force Majeure Delays. Except as set forth in this Section 12, Tenant shall not be charged as a result of any delay in the construction of Tenant Improvements. Subject to the provisions of Section 12.2, the Estimated Commencement Date set forth in the Lease shall be extended one (1) day for each day that: (i) Tenant fails or refuses to give authorizations or approvals within the time periods required herein but only to the extent such delays delay the commencement or completion of construction of the Tenant Improvements and/or any Request for Change, if such Request for Change actually delays the Substantial Completion of the Tenant Improvements per this Work Letter (referred to herein as "**Tenant Delay(s)**"); or (ii) Substantial Completion of the Tenant Improvements is delayed by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of Landlord (referred to herein as "**Force Majeure Delay(s)**").

12.2 Limitations.

(a) Notice. No Tenant Delay or Force Majeure Delay shall be deemed to have occurred unless, within forty-eight (48) hours of the event giving rise to such claim, Landlord provides Tenant with written notice in compliance with the Lease specifying that a delay is claimed to have occurred because of actions, inaction or circumstances specified in the notice in reasonable detail. If such actions, inaction, or circumstances qualify as a Tenant Delay or Force Majeure Delay, then a Tenant Delay or Force Majeure Delay, as applicable, shall be deemed to have occurred, commencing as of the date Tenant received such notice from Landlord.

(b) Mitigation. Tenant Delays and Force Majeure Delays shall delay the Estimated Commencement Date only if Substantial Completion of the Tenant Improvements is delayed, despite Landlord's reasonable efforts to adapt and compensate for such delays, efforts which Landlord shall be obligated to make (provided that the additional cost incurred by Landlord due to such efforts does not exceed \$1,000 on a cumulative basis, unless Tenant agrees to pay to the excess).

(c) Concurrent Delays. Tenant Delays and Force Majeure Delays shall be recognized hereunder only if they are not concurrent with any other Tenant Delay or Force Majeure Delay that is effective hereunder. For example, if fourteen (14) calendar days of Tenant Delays and six (6) calendar days of Force Majeure Delays occur during the same fourteen (14) calendar day period, then the Estimated Commencement Date would be extended by only fourteen (14) calendar days; on the other hand, if such Tenant Delays and Force Majeure Delays did not occur during the same period, then the Estimated Commencement Date would be extended by twenty (20) calendar days.



(d) Change Authorizations. Landlord may not claim that a Tenant-Requested Change was the cause of a delay in the construction of the Tenant Improvements unless the anticipated delay is specified in writing in the executed Change Authorization and affects the Critical Path of the Construction Schedule.

(e) Work Scope Precedence. In case of conflicts or discrepancies between or among this Landlord Work Letter, plans, and specifications, plans shall supersede specifications for quantity, specifications shall supersede plans for quality, and this Landlord Work Letter shall supersede both plans and specifications.

**13. Tenant Remedies**. If Landlord fails to obtain the building permit to construct the Tenant Improvements within a reasonable time, taking all factors into consideration, or if the Tenant Improvements have not been completed within one hundred twenty (120) calendar days after the Estimated Commencement Date, then Tenant may:

13.1 Upon thirty (30) calendar days' written notice to Landlord, cancel the Lease unless Landlord is diligently pursuing the construction of the Tenant Improvements

13.2 Upon thirty (30) calendar days' written notice to Landlord, assume the responsibility for constructing and/or completing the Tenant Improvements itself. If Tenant elects to construct or complete the Tenant Improvements itself, then:

(a) Tenant, its officers, employees, agents, contractors and assignees, shall have free access to the Premises and the Building at all reasonable times for the purpose of constructing the Tenant Improvements and for any other purposes reasonably related thereto; and

(b) Base Rent shall be reduced by Tenant's total expense in constructing the Tenant Improvements, including any financing charges for capital and a reasonable amount for Tenant's administrative costs, and including interest at the rate of six percent (6%) per annum ("Tenant's Total Expense"). The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Tenant's Total Expense shall be fully amortized in equal monthly amounts over five (5) years and deducted from the Base Rent payable under the Lease.

Any default by Landlord under the terms of this Work Letter shall constitute a Landlord Default under the Lease and shall entitle Tenant to exercise all remedies set forth in the Lease.

**14. Representatives**

14.1 Tenant Representative. Tenant has designated Tenant's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Landlord, shall have the full authority and responsibility to act on behalf of Tenant as required in this Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Work Letter only, is Tenant's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

14.2 Landlord Representative. Landlord has designated Landlord's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Tenant, shall have the full authority and responsibility to act on behalf of Landlord as required in this Work Letter and whose address, for purposes of any notices to be

given regarding matters pertaining to this Work Letter only, is Landlord's Address for Work Letter Notice as set forth in Section 1.2 of the Lease.

**15. Elevator Usage During Move-In.** In the event that the use of the freight elevators and/or hoists is not sufficient to meet Tenant's requirements during the early entry period set forth in Section 4.3 of the Lease, (a) Landlord shall cause to be made operational a temporary construction elevator and hoist, or (b) Tenant shall have priority usage of two (2) passenger elevators in the elevator bank that services the Premises in order to assist Tenant in the installation of Tenant's fixtures, furniture and equipment. Any elevator usage provided under this Section 15 shall be at no cost to Tenant.

**16. Construction Meetings.** During the course of construction, meetings shall be held between the Contractor, Landlord and Tenant at least once per week, unless Tenant directs otherwise at a time and place that is mutually convenient. An initial construction meeting shall be held within seven (7) calendar days after the date the Contractor is selected. Contractor shall provide minutes of each construction meeting to Tenant within a reasonable time thereafter, but not later than three (3) calendar days after the date of the construction meeting.

**17. Delivery.** Delivery of all plans and drawings referred to in this Work Letter shall be either by commercial messenger service, personal hand delivery or Landlord can set up a web-based download, unless otherwise agreed by Landlord and Tenant.

**18. Miscellaneous.** This Landlord Work Letter sets forth the entire understanding and agreement between the Parties with respect to the subject matter of this Landlord Work Letter. This Landlord Work Letter may be amended only in a writing signed by both Parties. Any notice to a party for a breach of this Landlord Work Letter must be delivered in writing per the terms as set forth in Section 30.6 of the Lease. This Landlord Work Letter shall be construed as if jointly drafted by the parties. This Landlord Work Letter will not be effective unless and until signed by both Parties. Neither party may assign this Landlord Work Letter or its rights or obligations hereunder without the other party's prior written consent. This Landlord Work Letter will be binding upon, enforceable by and inure to the benefit of the Parties and each of their successors and permitted assigns. Provisions contained in this Landlord Work Letter shall prevail in case of conflict over the terms of the Lease. This Landlord Work Letter is hereby incorporated into and made part of the Lease. All the terms and conditions of the Lease remain in full force and effect, except as expressly indicated otherwise in this Landlord Work Letter. This Landlord Work Letter will become effective as of the Effective Date and shall continue in effect, except to the extent it is amended or terminated in accordance with terms of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter as of the dates set forth below.

LANDLORD:

ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a Delaware corporation

DocuSigned by:  
*Brian Saenger*  
By: F44C23A4E5C1462...  
Name: Brian Saenger  
Title: vice President  
Date Signed: 5/14/2024

TENANT:

COUNTY OF LOS ANGELES,  
a body corporate and politic

FESIA A. DAVENPORT  
Chief Executive Officer

By: \_\_\_\_\_  
John T. Cooke  
Assistant Chief Executive Officer

## **ADDENDUM A To Landlord's Work Letter**

### **BASE BUILDING IMPROVEMENTS**

Landlord has constructed (or will construct) the Building to include the following:

(a) the Building shell and exterior, including perimeter window systems and mullions in good condition. If building has not been constructed or is still under construction, no tenant improvements work shall commence until building has been signed off by the City having jurisdiction and Certificate of Occupancy has been received.

(b) Must also include including mechanical, electrical, sprinkler, plumbing, Fire life safety, heating, air conditioning, ventilation and structural systems within the Building core, stubbed out to the face of the core wall at locations determined by Landlord;

(c) toilet rooms per code, including necessary plumbing fixtures, ceramic tile floors, accessories, ceilings and lighting, with running hot and cold water;

(d) Drywall or lath and plaster covering the exposed side of all exposed core walls, core and perimeter columns and the interior exposed side of all exterior building wall areas except at and under windows. Also included:

(e) public stairways;

(f) passenger and freight elevators;

(g) parking facilities;

(h) ground floor lobby;

(i) finished elevator lobbies (with carpet, lights, finished walls and ceiling);

(j) exterior plazas and landscaping;

(k) loading dock and/or area;

(l) electrical closet with not less than seven (7) watts per square foot of rentable area;

(m) conduit access sufficient for Tenant's electrical wiring (no additional improvement to increase conduit access will be furnished by Landlord unless there is not sufficient riser space as required for a 1.5" diameter signal cable from the Building main telecommunication vault to the telephone closets on the proposed floors in which case Landlord, at no cost to Tenant and without deduction from Landlord's TI Allowance, shall cause such riser space to be made available to Tenant, and provided further that Tenant shall be responsible for the cost for removing the riser floor seal at each floor and the patching of each seal after installation of Tenant's cable);

(n) two (2) 208/120 and one (1) 480/277 Volt (VAC) panels connected to the Building power system;

(o) mechanical equipment room with ducted mechanical exhaust system;

(p) concrete floors with troweled finish ready for tenants floor finish, level to specified tolerances and designed to support a minimum live load of fifty (50) pounds per square foot and a partition load of twenty (20) pounds per square foot;

(q) standard window coverings;

(r) primary HVAC duct for cooling and primary HVAC duct for heating (heating is for perimeter zone only) to loop from the mechanical equipment room around the building core;

(s) hot and cold air loops located within the Premises;

(t) primary fire sprinkler distribution, including secondary piping and sprinkler heads as required for the unoccupied Premises;

(u) primary fire-life safety enunciation system "backbone" and panels suitable for Tenant's secondary distribution;

(v) access at panels in the service core for distribution of Building requirements electrical power (initially 120/208 V for power and 277V for LED lighting) up to the limits permitted under applicable law at the time the Building receives the initial temporary certificate of occupancy for the Building;

(w) Drywall on the service core walls, columns and sills in the Premises; and

(x) Demolition and removal of any existing improvements or equipment situated within the Premises, unless the Final Plans show that such improvements and/or equipment will remain in the Premises.

## **ADDENDUM B To Landlord's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant improvements shall include:

- (a) Tenant ceilings and lighting;
- (b) Floor finish in the Premises (except elevator lobbies and public corridors on multi-tenant floors and toilet rooms);
- (c) Interior finishes of any kind within the Premises (except elevator lobbies and public corridors on multi-tenant floors and core area toilet rooms);
- (d) Interior partitions, doors and hardware within the Premises;
- (e) Terminal boxes and reheat coils or other HVAC or air distribution devices to or within the Premises;
- (f) Tenant's furniture;
- (g) Distribution of electrical services, plumbing services and sprinklers from the core to the Premises, and domestic hot water heater and associated hot water piping;
- (h) Any and all exit signs for Tenant and the power therefor;
- (i) Security, fire and life-safety systems throughout the Premises, including exit signs, intercoms and extinguishers;
- (j) Additional and/or above standard electrical capacity; and
- (k) Fiber optic access.

**ADDENDUM C To Landlord's Work Letter**

**PRELIMINARY AND FINAL TI COST SUMMARY**

\_\_\_ Preliminary TI Cost Summary  
\_\_\_ Final TI Cost Summary

Lease No. \_\_\_\_\_  
Address \_\_\_\_\_

Cost Category	
Architecture and Engineering Contract	\$
Plan Check Fees & Permits	\$
General Contractor	\$
(Profit)	\$
(Overhead)	\$
Furniture	\$
Other (Specify)	\$
Total TI Costs	\$