



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**ACCENTURE LLP**

**FOR**

**PRETRIAL SERVICES STRATEGIC PLANNING,  
DESIGN AND IMPLEMENTATION**

**CONTRACT NUMBER: JC-10002**

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### STANDARD EXHIBITS

- A** Statement of Work
- B** Pricing Schedule
- C** Intentionally Omitted
- D** **County's Administration**
- E** **Contractor's Administration**
- F** Forms Required at the Time of Contract Execution (Confidentiality Agreements)

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### PARAGRAPH

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**G** Safely Surrendered Baby Law

### UNIQUE EXHIBITS

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

**H1** Intentionally Omitted

**H2** Intentionally Omitted

**H3** Intentionally Omitted

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

**I** Intentionally Omitted

### SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

**J** Charitable Contributions Certification

### INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**K** Information Security and Privacy Requirements

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
ACCENTURE LLP  
FOR  
PRETRIAL SERVICES STRATEGIC PLANNING,  
DESIGN AND IMPLEMENTATION**

This Contract (“Contract”) made and entered into this 6<sup>th</sup> day of June, 2023 by and between the County of Los Angeles, hereinafter referred to as County and Accenture LLP, hereinafter referred to as “Contractor”.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Pretrial Services Strategic Planning, Design and Implementation when certain requirements are met; and

**WHEREAS**, the Contractor is a private firm specializing in providing Pretrial Services Strategic Planning, Design and Implementation; and

**WHEREAS**, on August 10, 2021, the County Board of Supervisors (Board) delegated authority to the Chief Executive Officer or designees, to **waive the County’s standard open competitive solicitation or bidding requirements, the need to comply with the County’s Sole Source Policy**, and waive any other County standard terms and conditions for contracts using Care First Community Investment (CFCI) funds; and

**WHEREAS**, on June 6, 2023, the Justice, Care and Opportunities Department (JCOD) entered into a direct contract with Contractor to provide Pretrial Services Strategic Planning, Design and Implementation throughout the County; and

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

# 1 APPLICABLE DOCUMENTS

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

## **Standard Exhibits:**

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

## **Unique Exhibits:**

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

- Exhibit H Intentionally Omitted

### **Health Insurance Portability and Accountability Act (HIPAA)**

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

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

- Exhibit J Charitable Contributions Certification

### **Information Security and Privacy Requirements**

- Exhibit K Information Security and Privacy Requirements

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



## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.5 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 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.

- 2.1.9 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.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on **June 12, 2023 through December 1, 2025** unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to **two (2) optional one (1) year extension periods**. Each such extension option may be exercised at the sole discretion of the Interim Director / Director of the Justice, Care and Opportunities Department (JCOD).  
  
The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3** The Contractor must notify JCOD when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to JCOD at the address herein provided in Exhibit D (**County's Administration**).

## 5 CONTRACT AMOUNT

### 5.1 Maximum Contract Amount

Please refer to **Exhibit B (Pricing Schedule)**.

### 5.2 Written Approval for Reimbursement

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

### 5.3 Notification of 75% of Maximum Contract Amount

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

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

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

### 5.5 Invoices and Payments

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

Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

**5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.5** All invoices under this Contract must be submitted via email to:

County of Los Angeles  
Justice, Care and Opportunities Department  
**Attn: John Franklin Sierra**  
**Principal Analyst**  
[JSierra@JCOD.lacounty.gov](mailto:JSierra@JCOD.lacounty.gov)

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

**5.5.7 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 will be Electronic Funds

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

- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

## 6 ADMINISTRATION OF CONTRACT - COUNTY

### 6.1 County Administration

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

### 6.2 County's Project Director

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

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

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

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

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and**
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.**
- 6.3.3 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**

The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. 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 E (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.2 Project Manager**

- 7.2.1 The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor's Project Manager.**
- 7.2.2 The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will 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**

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**

**Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. In the event Contractor's employees will be assigned to County facilities, Contractor's employees will be required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.**

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

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

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

## **7.5 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, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, **regardless of whether the member of Contractor's staff passes or fails the background investigation.**

**7.5.2** If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract.

**Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.**

**7.5.3** 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.

**7.5.4** **Disqualification of any member of Contractor's staff pursuant to this** Paragraph 7.5 will 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 must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party 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. Any legal defense pursuant to **Contractor's indemnification obligations under this** Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with the required defense, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in



each case, on behalf of County without County's prior written approval, which approval shall not be unreasonably withheld.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

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

- 8.1.1 For any change which affects the scope of work, term, maximum contract amount, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Interim Director / Director of JCOD or designee.
- 8.1.2 **The County's Board of Supervisors or Chief Executive Officer** or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by **the County's Board of Supervisors or Chief Executive Officer**. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Interim Director / Director of JCOD or designee.
- 8.1.3 The Interim Director / Director of JCOD, or 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 will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the contractor and by the Interim Director / Director of JCOD or designee.

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

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the

County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the **Contractor's duties, responsibilities, obligations, or performance of same** by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever **without County's express prior written approval, will be a material breach** of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

**In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced**

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within thirty (30) business days after the Contract effective date, the Contractor must provide the County with the **Contractor's policy for receiving, investigating and responding** to user complaints.
- 8.5.1.2** The County will review the **Contractor's policy and provide the** Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the **Contractor's policy, the** Contractor must make such changes and resubmit the plan within thirty (30) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the **Contractor's policy, the** Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints **and notify the County's Project Manager of the status of the** investigation within thirty (30) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses **must be sent to the County's** Project Manager within ten (10) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions

required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party 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. Any legal defense pursuant to **Contractor's indemnification obligations** under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County, which approval shall not be unreasonably withheld. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with the required defense, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any **admission, in each case, on behalf of County without County's prior written approval, which approval shall not be unreasonably withheld.**

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

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

- 8.7.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.7.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.7.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

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

### **8.8.1 Jury Service Program**

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

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

**8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

**8.8.2.2** For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary

services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

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

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and, **to the best of Contractor’s knowledge**, no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who

may financially benefit from the performance of work hereunder will in **any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.**

**8.9.2** The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

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

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

## 8.12 Contractor Responsibility and Debarment

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively **reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same,** 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### 8.12.4 Contractor Hearing Board

**8.12.4.1** If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment



and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the **Contractor's representative will be given** an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or

termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>,

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

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

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

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

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

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

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

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

## **8.17 Employment Eligibility Verification**

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

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

## **8.18 Counterparts and Electronic Signatures and Representations**

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

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

## **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal

Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

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

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

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

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

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

## **8.22 Independent Contractor Status**

**8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as

between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing 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 must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

### **8.23 Indemnification**

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all third party liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), to the extent **caused by Contractor's acts or omissions** arising from and/or relating to this Contract, except for such loss or damage arising from the 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum **insurance coverage terms, types and limits (the "Required Insurance")** also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

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

**8.24.2.2** Renewal Certificates must be provided to County not less than ten (10) days after **Contractor's policy expiration dates**.

**8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract (or its parent entity, if applicable). Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, and list any County required endorsement forms. Contractor will be fully responsible for all policy deductibles and self-insured retentions under the policies, regardless of any disputes with County.

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

**8.24.2.5** Certificates and copies of any required endorsements must be sent via email to:

County of Los Angeles  
Justice, Care and Opportunities Department  
Contracts and Grants Branch

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

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

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

**8.24.4 Cancellation of or Changes in Insurance**

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



**8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may 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.

**8.24.6 Insurer Financial Ratings**

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

**8.24.7 Contractor's Insurance Must Be Primary**

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR.

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

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

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

**8.25 Insurance Coverage**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million  
Each Occurrence: \$1 million

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

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

**8.25.4 Unique Insurance Coverage**

**8.25.4.1 Professional Liability-Errors and Omissions**

Professional Liability insurance with a minimum limit of ten million dollars (\$10,000,000) per claim and in the aggregate, addressing network security and privacy liability. Such coverage shall address Contractor's **liability in the** performance of services under the Contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). Further, Contractor understands and

agrees it must maintain such coverage for a period of not less than **three (3) years following this Agreement's expiration**, termination or cancellation.

**8.25.4.2 Intentionally Omitted**

**8.25.4.3 Intentionally Omitted**

**8.25.4.4 Intentionally Omitted**

**8.26 Liquidated Damages**

**8.26.1** If, in the reasonable good faith judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the **Contractor's invoice for work not performed. A description** of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the **Contractor's payment, pro rata, those applicable** portions of the Monthly Contract Amount; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$1,000 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from **the County's payment to the Contractor**; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the

County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

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

## **8.27 Intentionally Omitted**

## **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

**8.28.2** Contractor certifies to the County each of the following:

**8.28.2.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.

**8.28.2.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

**8.28.2.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.

**8.28.2.4** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

**8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the **Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action)** when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole

option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Interim Director / Director of JCOD, or designee, will resolve it. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

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

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

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in **connection with the County's right to audit and inspect the Contractor's** documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) **and which are marked "trade secret", "confidential", or "proprietary"**. The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, **information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including**



reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

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

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

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

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

**8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for **a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.**

All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside **Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.**

**8.38.2** 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 must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof,** unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

8.38.3. Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed **under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.**

### **8.39 Recycled Bond Paper**

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

## **8.40 Subcontracting**

- 8.40.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2** If the Contractor desires to subcontract, the Contractor must provide the **following information promptly at the County's request:**
- 8.40.2.1** A description of the work to be performed by the subcontractor.
  - 8.40.2.2** A draft copy of the proposed subcontract; and
  - 8.40.2.3** Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each 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 will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has **determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.**
- 8.40.5** **The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.**
- 8.40.6** **The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.**
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed **hereunder, notwithstanding the County's consent to subcontract.**
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required

by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery via email of all such documents to:

County of Los Angeles County  
Justice, Care and Opportunities Department  
Contracts and Grants Branch  
**JCOD Contracts Team**  
[Contracts@JCOD.lacounty.gov](mailto:Contracts@JCOD.lacounty.gov)

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

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

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be 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 will be no less than fourteen (14) days after the notice is sent.

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

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

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

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract

must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

## **8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract, unless Contractor cures such breach within ten (10) days following receipt of the written notice; 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, unless Contractor cures such breach within ten (10) business days following receipt of the written notice; or

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

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

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

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

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

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

**8.44.1** The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the **Contractor's performance pursuant to this Contract**. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the

employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- 8.45.1.1 Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or

- 8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this

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

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

#### **8.50 Warranty Against Contingent Fees**

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

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

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) 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**

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

**8.53 Time Off for Voting**

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

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

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

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

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

### **8.55 Intentionally Omitted**

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

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

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

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

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

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

### **8.59 Injury and Illness Prevention Program**

**Contractor will be required to comply with the State of California's Cal OSHA's regulations.** California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention

Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.60 Intentionally Omitted**

### **9 UNIQUE TERMS AND CONDITIONS**

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

**9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.1.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all third party liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to (other than access provided by County), disclosure or misuse of patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

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

**9.2.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's

right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the **Contractor's work under this Contract**. For clarity, Contractor (or its licensors as applicable) shall retain ownership of its intellectual property rights, including without limitation patents, copyright, know-how, trade secrets and other proprietary rights ("IP"), which were existing prior to this Contract, or IP developed, licensed or acquired by or on behalf of a Contractor or its licensors independently from the services under this Contract, in each case including any modifications or derivatives thereof.

- 9.2.2** During the term of this Contract and for five (5) years thereafter, the **Contractor shall maintain and provide security for all of the Contractor's** working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified **by the Contractor to the County's Project Manager** as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that **the Contractor's** proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for **any of the Contractor's proprietary and/or confidential items which are** not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6** All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

### 9.3 Patent, Copyright and Trade Secret Indemnification

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

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

**9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or

**9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or

**9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

**If such remedies are not possible upon Contractor's exercise of commercially reasonable efforts, Contractor may direct the return of the infringing equipment, part, or software product and refund to the County the fees paid for it.**

**9.3.3** The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon (i) 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 or in combination with any products or services where such combination was not within the reasonable contemplation of the parties; (ii) modifications to such item made by or on behalf of the

County; (iii) the failure to use corrections or enhancements provided by Contractor; or (iv) specifications or direction provided by the County.

#### **9.4 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act **regulates entities receiving or raising charitable contributions.** The **"Nonprofit Integrity Act of 2004"** (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

#### **9.5 Data Destruction**

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

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

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

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

## 9.6 Local Small Business Enterprise (LSBE) Preference Program

**9.6.1** This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

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

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

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

**9.6.4.1** Pay to the County any difference between the contract **amount and what the County's costs would have been** if the contract had been properly awarded;

**9.6.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

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

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

## 9.7 Social Enterprise (SE) Preference Program

- 9.7.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.7.4.1** Pay to the County any difference between the contract amount and **what the County's costs would have been if the contract had been properly awarded;**
  - 9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
  - 9.7.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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



## 9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract is **subject to the provisions of the County's ordinance** entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

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

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

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

9.8.4.1 Pay to the County any difference between the contract **amount and what the County's costs would have been if the contract had been properly awarded;**

9.8.4.2 In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

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

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

## 9.9 Limitation of Liability

The sole liability of either party to the other in relation to any and all claims in any manner related to the Contract (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to **Forty Million Dollars (\$40,000,000)**. In no event will either party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of revenue or profits, business interruption, loss of opportunity or anticipated savings, loss of or damage to data, reputational harm or loss of goodwill, or diminution in stock price or enterprise value (whether directly or indirectly arising). Nothing in the Contract excludes or limits **either party's liability to the other which cannot lawfully be excluded or limited**. Each party has a duty to mitigate the damages and losses that would otherwise be recoverable from the other party pursuant to this Contract. With respect to any claim or loss under this **Contract, the parties' respective obligations and liabilities shall** be equitably apportioned between them based on their respective negligence or other responsibility for such claim or loss.

## 10 Survival

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)  
Paragraph 8.25 (Insurance Coverage)  
Paragraph 8.26 (Liquidated Damages)  
Paragraph 8.34 (Notices)  
Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)  
Paragraph 8.42 (Termination for Convenience)  
Paragraph 8.43 (Termination for Default)  
Paragraph 8.48 (Validity)  
Paragraph 8.49 (Wavier)  
Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))  
Paragraph 9.2 (Ownership of Materials, Software and Copyright)  
Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)  
Paragraph 9.9 (Limitation of Liability)  
Paragraph 10 (Survival)

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of Los Angeles has caused this Contract to be executed by the County's Interim Director / Director of the Justice, Care and Opportunities Department and the Contractor has caused this Contract to be executed on its behalf by its duly authorized officer on the day, month, and year first above written.

**COUNTY OF LOS ANGELES**

By Judge S. Armstead Digitally signed by Judge S. Armstead  
Date: 2023.06.06 16:17:44 -07'00'  
Judge Songhai Armstead (ret.)  
Interim Director  
Justice, Care and Opportunities Department

**ACCENTURE LLP**

By Praneet Raj Digitally signed by Praneet Raj  
Date: 2023.06.06 15:54:33 -07'00'  
Praneet Raj  
Managing Director

**APPROVED AS TO FORM:**

DAWYN R. HARRISON

County Counsel

By Tyson B. Nelson Digitally signed by Tyson B. Nelson  
Date: 2023.06.06 15:36:13 -07'00'  
TYSON B. NELSON  
Senior Deputy County Counsel

**CONTRACT FOR  
PRETRIAL SERVICES STRATEGIC PLANNING,  
DESIGN AND IMPLEMENTATION**

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Attachment 2 – Performance Requirements Summary (PRS)

## STATEMENT OF WORK (SOW)

### PRETRIAL SERVICES STRATEGIC PLANNING, DESIGN AND IMPLEMENTATION

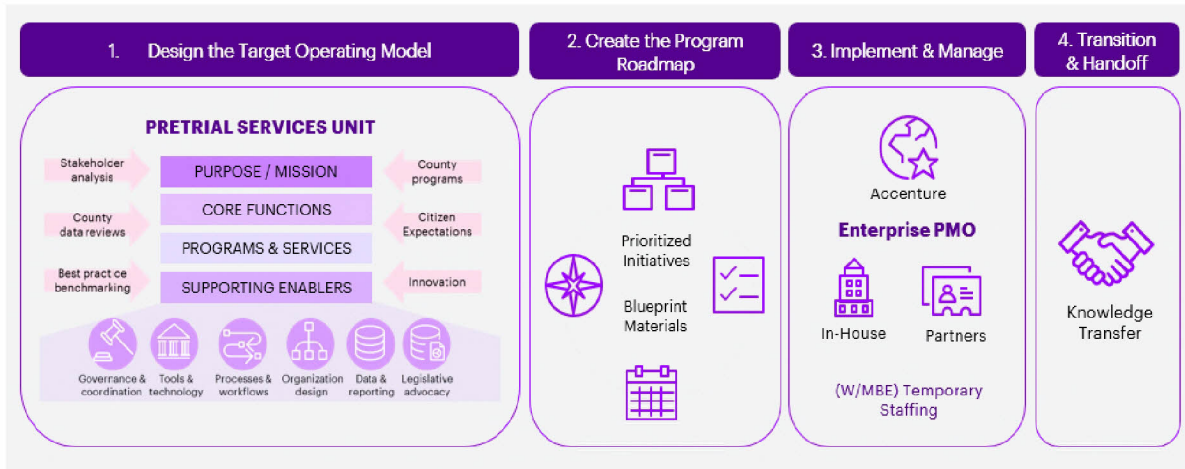
Formally launched on November 1, 2022, the Justice, Care and Opportunities Department (JCOD) serves as the first Department dedicated to coordinating services and optimizing funding sources for people who are or are at risk of being involved in the justice system. One of the primary charges of JCOD is to stand up an independent Pretrial Services Unit, responsible for developing and overseeing providers delivering services to support the successful countywide release and diversion of those incarcerated pretrial in partnership with the Superior Court and major Stakeholders.

The Los Angeles County Board of Supervisors (Board) has acknowledged that JCOD requires additional support to supplement its internal capacity in designing and implementing pretrial services programming, enabling them to move forward quickly and effectively to carry out the County's **Care First, Jails Last** vision.

JCOD has contracted with Accenture LLP (Contractor) to serve as its transformation partner to support the design, implementation, and management of an independent Pretrial Services Unit - building on the work done to date. The Contractor will assist in the coordination, tracking, and hands-on delivery of a program that is well designed and resourced to establish a Pretrial Services Unit that encourages pre-plea and post-plea treatment options and alternative sentencing. Through this partnership effort, JCOD lays the groundwork to break the cycle of overreliance on incarceration, creating a more just and equitable Los Angeles County.

#### 1.0 SCOPE OF WORK

Contractor will partner with JCOD across five (5) distinct project phases, as illustrated in the framework below in **Figure 1** and **Figure 2**. The design of the Pretrial Services Unit target operating model will inform a detailed program roadmap, with prioritized initiatives to be implemented for up to eight (8) Los Angeles County locations. Management of the program will then successfully be transitioned to JCOD.

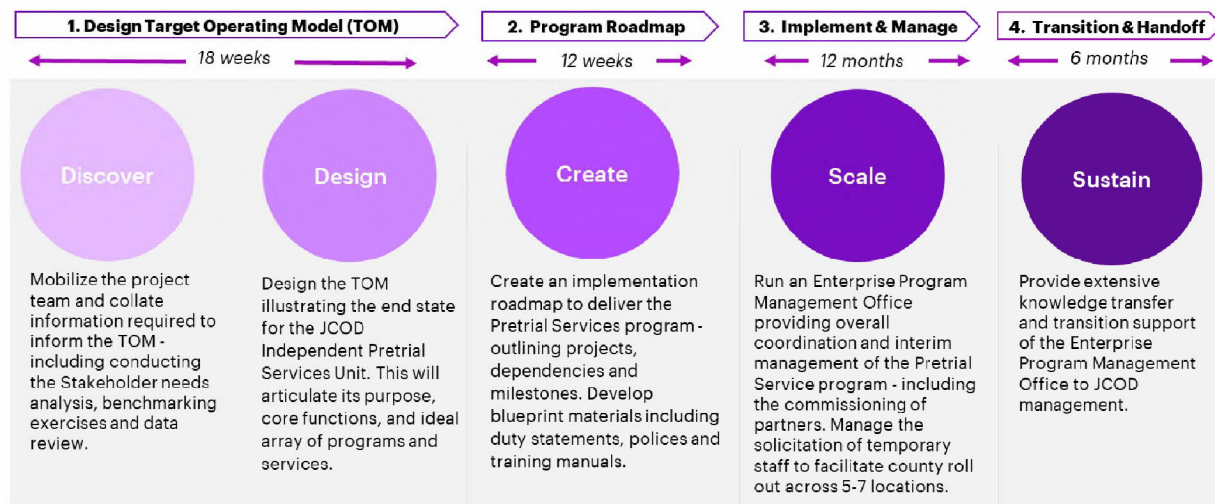


**Figure 1: Pretrial Services Transformation Partnership Framework**

Contractor has architected an approach to successfully deliver on all Statement of Work (SOW) tasks over a period of 25.5 months. The project team will follow a structured delivery methodology utilizing the Contractor’s **proprietary consulting approach, FORM**, as the foundation. FORM is a five-step approach that encompasses the full lifecycle from strategy development to implementation and measurement - integrating end-to-end project management and governance. What is different here from traditional consulting methods is that it puts JCOD stakeholders at the heart of project activities, forming an integral part of the visioning and roadmap process.

**Figure 2** below illustrates the design and implementation steps, and associated timeline by phase, bringing the creation of the independent Pretrial Services Unit together into one cohesive program.

**Figure 2: Design and Implementation Approach**





## **2.0 INTENTIONALLY OMITTED**

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The Project Management Plan (PMP), as outlined in Section 10.9 of this SOW, will serve as the Quality Control Plan for this project and will be updated monthly throughout the project. The plan shall include, but may not be limited to the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, 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, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

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

### **4.1 Contract Discrepancy Report (Attachment 1 of this Exhibit A)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for

correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

#### **4.2 County Observations**

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

### **5.0 DEFINITIONS**

**5.1 Care Transitions (CT):** A unit within the Department of Health Services' Correctional Health Services (DHS-CHS) division which provides release care planning services to individuals incarcerated in LA County jails, focusing on the most vulnerable (those experiencing issues related to health, behavioral health, and/or homelessness)

**5.2 Correctional Health Services (DHS-CHS) Division:** A division within the Department of Health Services which is responsible for organizing and providing necessary health care for individuals incarcerated in the LA County jail system.

**5.3 County Health Departments:** Includes the Los Angeles County Departments of Health Services (DHS), Mental Health (DMH), and Public Health (DPH)

**5.4 Enterprise Program/Project Management Office (EPMO):** Operates at a strategic level in collaboration with JCOD Executive Leadership to provide department wide guidance, governance, standardized processes, and pretrial services project portfolio management and tools.

**5.5 Justice-Impacted Individuals:** Individuals who have been incarcerated or detained in a prison, immigration detention center, local jail, juvenile detention center, or any other carceral setting, those who have been convicted but not incarcerated, those who have been charged but not convicted, and those who have been arrested.

- 5.6 Los Angeles City Attorney:** Serves as the City of Los Angeles' government lawyer and prosecutor for misdemeanor violations.
- 5.7 Los Angeles County Alternate Public Defender (APD):** Alternate Public Defender for LA County. Provides legal assistance to individuals in LA County who are charged with a crime in state court and who are financially unable to retain private counsel.
- 5.8 Los Angeles County Department of Health Services (DHS):** The second largest municipal health system in the United States, which operates the public hospitals and clinics in LA County.
- 5.9 Los Angeles County Department of Mental Health (DMH):** The largest public mental health organization in the United States, and also the entity responsible for organizing the County's network of specialty mental health services for Medi-Cal beneficiaries
- 5.10 Los Angeles County Department of Public Health (DPH):** Provides public health services to LA County residents.
- 5.11 Los Angeles County District Attorney (LADA):** Serves as the prosecutor for all felony violations in LA County, as well as misdemeanor violations not prosecuted by a local city attorney.
- 5.12 Los Angeles County Justice, Care and Opportunities Department (JCOD):** A central agency unifying LA County's non-clinical efforts to serve vulnerable justice-impacted people and communities and drive forward the Board of Supervisors' vision of Care First, Jails Last
- 5.13 Los Angeles County Police Chiefs' Association (LACPCA):** Consists of police executive representatives from the 45 independent cities in LA County.
- 5.14 Los Angeles County Probation Department:** Provides services for those placed on probation in LA County.

- 5.15 Los Angeles County Public Defender (PD):** Provides legal assistance to individuals in LA County who are charged with a crime in state court and who are financially unable to retain private counsel.
- 5.16 Los Angeles County Sheriff's Department (LASD):** Provides municipal police services for contract cities and unincorporated areas in LA County, custody services for the LA County jail system, and court security services for the LA Superior Court.
- 5.17 Los Angeles Police Department (LAPD):** Provides municipal police services for the City of Los Angeles.
- 5.18 Medi-Cal: California's implementation of the Medicaid program,** which is the primary health insurance provider for low-income and other vulnerable individuals throughout the State.
- 5.19 Office of Diversion and Reentry (DHS-ODR):** A division within the Department of Health Services which develops and implements programs to divert people with serious mental, physical and/or behavioral health needs away from the LA County Jail and into community-based care.
- 5.20 Pretrial Services Bureau (PSB):** A division of the LA County Probation Department which is responsible for several functions on behalf of the LA Superior Court, law enforcement departments, and other key stakeholders related to individuals in the County currently engaged in pretrial justice proceedings.
- 5.21 Substance Abuse Prevention and Control (DPH-SAPC) Division:** The division of the County Department of Public Health (DPH) which is responsible for organizing the County's network of specialty substance use disorder services for Medi-Cal beneficiaries
- 5.22 Superior Court of California, County of Los Angeles (LASC):** California Superior Court for LA County, which operates 37 courthouses consisting of nearly 600 courtrooms across the county.

## **6.0 RESPONSIBILITIES**

### **6.1 COUNTY**

#### **Personnel**

The County's **specific** duties will include:

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

### **6.2 CONTRACTOR**

#### **Project Manager**

Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year, via email. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day, five (5) days per week basis. The Project Manager/alternate shall:

- 6.2.1 Act as a central point of contact with the County.**
- 6.2.2 Have at least five years of experience.**
- 6.2.3 Have full authority to act for Contractor on all matters relating to the daily operation of the Contract.**
- 6.2.4 Be able to effectively communicate, in English, both orally and in writing.**

## 6.3 PERSONNEL

**6.3.1** Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

**6.3.2** Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract.

**6.3.3** Contractor will staff the following roles to complete the project. Contractor will also engage an Advisory Panel (at no cost to JCOD) throughout the project for justice expertise.

### **6.3.3.1 Project Executive**

The project executive will be involved in all Phases of work, and will be responsible for the following:

- i. Contract Project Sponsor.
- ii. Overall responsibility for directing **Contractor's activities**.
- iii. Senior point of escalation and accountability.
- iv. Signs and manages execution of task orders.
- v. Verifies that the project is meeting objectives and strategic intent.

### **6.3.3.2 Project Manager**

The Project Manager will be involved in all Phases of work and will be responsible for the following:

- i. Primary point of contact for day-to-day management of project.

- ii. Oversees all activities of core delivery team.
- iii. Govern overall workplan ensuring delivery is running efficiently, on-time and on-budget.
- iv. Provide regular status updates and submit deliverables for approval and sign off.
- v. Attend leadership and status meetings to discuss project status, including issues, risks, and task order exceptions.

### **6.3.3.3 Target and Operating Model Lead**

The Target and Operating Model Lead will be involved in the Discover, Design, and Create Phases and will be responsible for the following:

- i. Lead workshops to define the Pretrial Services Unit scope within the judicial lifecycle, along with functions, capabilities, and operational needs.
- ii. Lead the design activities to create the Target Operating Model, including changes to people, governance, technology and data, interactions with the justice ecosystem, and service design.
- iii. Lead the roadmap development activities to plan the implementation of the Target Operating Model that ties together outcomes, dependencies and common objectives.
- iv. Guide the current state assessments and capture of personas and journey maps, and enabler recommendations.

#### 6.3.3.4 Stakeholder Engagement and Communication Lead

The Stakeholder Engagement and Communication Lead will be involved in the Discover, Design, and Create Phases and will be responsible for the following:

- i. Assist in communication of strategies or messages from senior JCOD leadership.
- ii. Establish and recommend communication strategies.
- iii. Create, recommend, and maintain communication plan aligned to program roadmap and associated delivery methods.
- iv. Support development of interview and workshops to support stakeholder engagement.

#### 6.3.3.5 Strategy Lead

The Strategy Lead will be involved in the Discover, Design, and Create Phases and will be responsible for the following:

- i. Support the development of long-term JCOD organizational strategy.
- ii. Conduct research and analyses of operational effectiveness, processes, stakeholders, etc.
- iii. Align program roadmap goals with **JCOD's organizational** strategy.
- iv. Monitor and report on projects.
- v. Support and guide senior executive decision-making processes.



### **6.3.3.6 Business Analyst**

The Business Analyst will be involved in the Discover, Design, and Create Phases and will be responsible for the following:

- i. Assess processes, define requirements, and analyze data to provide recommendations and reports.

### **6.3.3.7 EPMO Consultant**

The EPMO Consultant will be involved in the Sustain and Scale Phases and will be responsible for the following:

- i. Lead EPMO Kickoff and align stakeholders on governance model and decision-making processes.
- ii. Develop templates, tracking mechanisms to coordinate and document program implementation.
- iii. Maintain program status tracking and provide updates on a weekly basis, raise risks where necessary.
- iv. Coordinate and manager Statements of Work.
- v. Conduct learning needs assessments.
- vi. Develop process documents and training materials.
- vii. Deliver knowledge transfer sessions.
- viii. Measure and assess transition.

### **6.3.3.8 Stakeholder Engagement and Communications Specialist**

The Stakeholder Engagement and Communications Specialist will be involved in the

Scale Phase and will be responsible for the following:

- i. Develop communication materials based on the Communications Plan and program roadmap and initiatives.
- ii. Develop and deploy stakeholder engagement activities that align to the program roadmap and initiatives.
- iii. Assist in communication of strategies or messages from senior JCOD leadership.

#### **6.4 Uniforms/Identification Badges**

**6.4.1** Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (**Contractor's Staff Identification**), of the Contract.

#### **6.5 Materials and Equipment**

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

#### **6.6 TRAINING**

**6.6.1** Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

#### **6.7 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 9 a.m. to 5 p.m., 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. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) business hours of receipt of the call.**

**7.0 INTENTIONALLY OMITTED**

**8.0 INTENTIONALLY OMITTED**

**9.0 INTENTIONALLY OMITTED**

**10.0 SPECIFIC WORK REQUIREMENTS**

The Contractor shall provide Pretrial Services Strategy Planning, Design, and Implementation services in accordance with procedures approved by the County, and consistent with laws and regulations, but are not limited to, the following activities and responsibilities:

**10.1 Project Management**

**10.1.1** Contractor will plan the activities to be carried out over the course of the project, the assignment of resources to those activities, the dependencies among those activities, and their timing.

**10.1.2** Contractor will establish a project control and reporting process to provide routine and realistic assessments of the project progress against approved milestones and deliverables.

**10.1.3** In collaboration with the JCOD Project Manager, Contractor will set up roles, responsibilities, trackers, lines of communication, and procedures for managing the project, assuring quality, and controlling any project changes.

**10.1.4** Contractor will provide on-going project management updates including weekly status reports, weekly status meetings and regular updates to key stakeholders.

**10.2 Project Governance**

**10.2.1** In collaboration with JCOD, Contractor will develop a strong governance structure so that expectations are aligned with project goals, risks are shared on a timely basis with the

appropriate stakeholders and decision-making can occur effectively and quickly.

**10.2.2** The governance model, developed and approved as part of Project Management Plan, as outlined in Section 10.9 of this SOW, provides oversight of the project at various levels to verify that the multiple aspects of the relationships, including project delivery, quality process, resource management, and any risks and issues are addressed in a timely, efficient, and effective manner.

**10.2.3** Contractor will engage with JCOD executive leadership, stakeholders, and employees in different forums (e.g., status report meetings, steering committee meetings, workshops) to ensure project risks, action items, issues, decisions, and updates are discussed with the right people at the right time.

### **10.3 Pre-Mobilization Phase**

Contractor will submit data requests and mobilize the team. Key activities in this phase will include:

**10.3.1 Review existing documentation:** Prior to the Discover phase, Contractor will review available policy and planning documents, along with Rapid Diversion Program and Pretrial Release/PREP pilot findings that JCOD, County leadership and the Superior Court have already captured.

**10.3.2 Submit data request:** Contractor will provide JCOD with the detailed list outlining additional key data elements and documents required for review of the current state. Potential data requests include:

**10.3.2.1** Size, risk/need/responsivity profile, and geographic distribution of justice involved individuals.

**10.3.2.2** What tools, actuarial or otherwise, JCOD is using to assess the risk/needs/responsivity.

- 10.3.2.3 What their model and processes are for matching client risk/needs/responsivity with appropriate services.
- 10.3.2.4 What contracts and MOUs and internal staff resources currently exist.
- 10.3.2.5 What model JCOD is going to use for case and progress management.
- 10.3.2.6 What JCOD's current Key Performance Indicators (KPIs) are.

**10.3.3 Establish Access:** JCOD will ensure any required vetting, access to work environment, collaboration site, and provision of connectivity to allow the **Contractor's** team to work.

**10.3.4 Mobilize working group and executive steering committee:** JCOD to proactively identify the working group (representatives from key agencies/departments and community groups) as well as the Executive Steering Committee that will guide strategic direction and governance of the program.

#### **10.4 Discover Phase (Phase 1) (6 Weeks)**

Contractor will set up project management processes, engage stakeholders, review data, and conduct analyses. Key activities in this phase will include:

**10.4.1 Hold kick-off meeting:** Introductory meeting with key stakeholders and project team members to review scope, plan, deliverables, and ways of working between JCOD and Contractor. Also confirm project governance structure (including the Working Group and Steering Committee) and meeting cadence.

**10.4.2 Confirm stakeholders:** Identify and map key stakeholders from across organizations to inform interview schedule and communications.

- 10.4.3 Stakeholder analysis:** Perform an analysis of key stakeholders to understand their interest and project influence, needs, and expectations. Information gathered and documented will be used to support persona development and project communications.
  
- 10.4.4 Develop interview materials:** Contractor will draft interview questions to be reviewed with JCOD to ensure they are asking the right stakeholders the right questions. Example questions and topics include:
  - 10.4.4.1** What are the current processes and available tools for assessing risks, needs and eligibility of justice involved individuals?
  
  - 10.4.4.2** What is the current model and process for matching justice involved individuals with the appropriate services and service providers?
  
  - 10.4.4.3** What is the current/planned model for operating with service providers? (i.e., as a service broker relying on contract and referrals to government agencies and service providers)
  
  - 10.4.4.4** What are the current key performance indicators? Looking ahead, are there alternative metrics that should be considered to measure effectiveness?
  
  - 10.4.4.5** What contracts, MOUs and internal staff resources currently exist?
  
  - 10.4.4.6** What have been the greatest insights from the pilots conducted and lessons learned, including from non-pilot locations, to consider in establishing an operating model?
  
- 10.4.5 Schedule stakeholder interviews and small focus groups:** JCOD will send interview invitations to identified participants and

manage scheduling activities, including confirming attendance and rescheduling where needed

**10.4.6 Conduct stakeholder interviews and small focus groups:** Conduct up to 15 interviews (1 hour, 3-5 participants) and 5 small focus groups (2-3 hours, up to 15 participants), conducted in-person or remotely, with identified key stakeholders to develop an understanding of the current state of pretrial services and program needs, concerns, and requirements for the future pretrial services unit. These may include:

**10.4.6.1** The LA Superior Court

**10.4.6.2** Other justice partners: Public Defender, Alternate Public Defender, District Attorney, LA City Attorney, Probation Department

**10.4.6.3** Law enforcement: LA County Sheriff including Custody and Patrol divisions, Los Angeles Police Department, other police departments through the LA County Police Chiefs Association

**10.4.6.4** Advocacy organizations, commissions, and oversight bodies

**10.4.6.5** Health and human services partners: The Department of Mental Health, Department of Public Health, Department of Health Services, Department of Economic Opportunity, and the Department of Public Social Services

**10.4.6.6** Existing service provider organizations

**10.4.7 Site Visits:** In consultation with JCOD, conduct up to 5 half-day on-site visits of programs operated by key stakeholders.

**10.4.8 Review and analyze data and current landscape:** Analyze any available data to generate insights and KPIs on the current state, including opportunities to better employ an anti-racist design that maximizes equity and cultural competencies, and capture the

baseline from which to develop the Target Operating Model. This analysis may include:

- 10.4.8.1** Current core service programs (including relevant JCOD-administered programs as well as relevant programs administered by other departments) and supporting enablers, tools and technologies used.
- 10.4.8.2** Governance and coordination between programs, including where this is working well and where there may be opportunities for improvement (e.g. overlap/redundancies).
- 10.4.8.3** The characteristics of the custody and non-custody populations and their potential fit/demand for pretrial services programming.
- 10.4.8.4** The current performance of key outcomes of interest (such as service connection, failure to appear, and recidivism rates for individuals currently released pretrial).
- 10.4.8.5** Data and reporting highlights.

**10.4.9 Assess global pretrial best practices:** Assess evidence-based practices and emerging trends for pretrial services.

**10.4.10 Define personas and journey map:** Validate 14 key personas of different individuals who participate within the pretrial services environment and summarize their current experience in journey maps that capture interactions through pretrial activities. Personas are characterizations of different participants used to better understand the pretrial ecosystem, pain points, and opportunities from the perspective of these participants. The same personas will be used to describe the future state experience. In conjunction with an internal process perspective, personas and journey maps help to convey how pretrial services will operate and be experienced. Below is the preliminary list of personas:



- 10.4.10.1** Justice Involved Individual (Intercepts 1 and 2) – High Clinical Needs
- 10.4.10.2** Justice Involved Individual (Intercepts 1 and 2) – Low to Moderate Clinical Needs
- 10.4.10.3** Justice Involved Individual (Intercept 3) – High Clinical Needs
- 10.4.10.4** Justice Involved Individual (Intercept 3) – Low to Moderate Clinical Needs
- 10.4.10.5** **Sheriff's Custody Services**
- 10.4.10.6** Local Law Enforcement
- 10.4.10.7** Prosecutors (Including District Attorney and City Attorneys)
- 10.4.10.8** Public Defenders and Alternate Public Defenders
- 10.4.10.9** Magistrate Judges (pre-arraignment)
- 10.4.10.10** Judges (arraignment and beyond)
- 10.4.10.11** Probation Pretrial Services Bureau staff
- 10.4.10.12** Court and Custody-Based Service Providers
- 10.4.10.13** Community-Based Service Providers and Case Managers
- 10.4.10.14** JCOD Program Coordinator / System Administrator

**10.4.11 Current State Description:** Capture baseline from which to develop the Target Operating Model. This will include an overview of current core service provisions and supporting

enablers, tools and technologies used, governance and coordination between programs, and any data and reporting highlights.

**10.4.12 Pretrial Services Initial Quick Wins:** Document quick wins to improve pretrial services identified during the Discover phase. Quick wins could be anything that could be done outside the Target Operating Model to improve current pretrial services. Quick wins can be prioritized with JCOD to determine impact to project workplan and schedule. Quick wins may also contemplate potential actions to take in light of recent system changes (such as the temporary reinstatement of the Emergency Bail Schedule or EBS).

**10.4.13 Associated deliverables in this phase** (see section 10.9 for detailed descriptions and formats):

**10.4.13.1** Kick-Off Meeting

**10.4.13.2** Project Management Plan

**10.4.13.3** Baseline Project Schedule

**10.4.13.4** Weekly Project Status Report

**10.4.13.5** Current State Description (includes Persona Identification and Journey Mapping)

**10.4.13.6** Pretrial Services Initial Quick Wins

## **10.5 Design Phase (Phase 2) (12 Weeks)**

Contractor will design the Target Operating Model (TOM) for the new independent Pretrial Services Unit. Key activities in this phase will include:

### **10.5.1 Prepare for Future State Workshops**

**10.5.1.1** Confirm design principles

- 10.5.1.2 Agree on the agenda and format for future state workshops
- 10.5.1.3 Confirm participants in future state workshops
- 10.5.1.4 Coordinate logistics
- 10.5.2 **Run future state workshops (Half/Full Day, up to 30 participants):** Facilitate three (3) workshops and breakout working group sessions with key stakeholders (utilizing certain design thinking principles and activities from Contractor's FORM methodology such as 'Establishing the North Star Vision' and 'Headlines of the Future') to inform the operating model design. Workshop objectives and content will include:
  - 10.5.2.1 Orientation and alignment to current state.
  - 10.5.2.2 **Defining JCOD's Pretrial Services Unit's** purpose, mission, and vision.
  - 10.5.2.3 Establishing what the core functions and processes **are that JCOD's Pretrial Services Unit** needs to deliver, and the staffing level required.
  - 10.5.2.4 Identifying the key capabilities (including pretrial programs and services) that will enable delivery of those functions.
  - 10.5.2.5 Outlining new KPIs that should be introduced to measure performance effectively.
- 10.5.3 **Develop the Target Operating Model:** Draft a comprehensive operating model blueprint setting out the desired target state for the independent Pretrial Services Unit, which employs an anti-racist design that maximizes equity and cultural competencies (including purpose / mission / vision, core functions, programs and services and supporting enablers).

**10.5.4 Develop recommendations for the supporting enablers:**

Based on the outline TOM developed, articulate the requirements across the identified key enablers that will support the delivery and operation of the future state. Reference Figure 1. This includes recommendations for:

**10.5.4.1** Organizational structure and staffing.

**10.5.4.2** Governance and coordination and integration with existing pretrial and related County programs.

**10.5.4.3** Tools and technology, including case/care management.

**10.5.4.4** Program and service landscape for specific pretrial services.

**10.5.4.5** Workflows and processes, including pretrial screenings and assessments.

**10.5.4.6** Data and reporting.

**10.5.4.7** Potential need for legislative advocacy actions to operationalize the target state.

**10.5.5 Develop the target state journey maps:** Building on the current state Journey Maps to map the target state experience for the key personas identified in the Discover phase to illustrate the future experience for key participants interacting with JCOD and its services.

**10.5.6 Validate and refine the design:** Validate the future state design and pretrial experience with key stakeholders, building out more detailed design components as necessary and refining it based on feedback and best practice research.

**10.5.6.1** Share with key decision makers during final Future State workshop.

**10.5.6.2** Encourage and prepare decision makers to share with broader audiences for visibility.

**10.5.7 Change Impact Assessment:** After the future state design has been validated, a high-level Change Impact Assessment will be developed to define the people, process, and technology changes as a result of the transformation. The Change Impact Assessment will support development of the Communications Strategy and Plan.

**10.5.8 Milestone Checkpoint:** At the end of the Design phase, Contractor and JCOD will hold a checkpoint to validate and agree on the scope and quantity of communication and implementation materials to be developed during the Create phase.

**10.5.9 Associated deliverables in this phase** (see section 10.9 for detailed descriptions and formats):

**10.5.9.1** Target State Journey Maps

**10.5.9.2** Target Operating Model

## **10.6 Create Phase (Phase 3) (12 Weeks)**

Contractor will create the detailed implementation roadmap for the program and prioritize the initiatives. Key activities in this phase will include:

**10.6.1 Roadmap Initiatives:** Based on Change Impact Assessment and Workshop findings, define initiatives to be included in the implementation roadmap. Outline responsibility, ownership, risks, and ROM cost for each initiative. Develop initiative list in collaboration with service providers and other key stakeholders, where necessary.

**10.6.2 Create the implementation roadmap:** Create a roadmap illustrating the logical sequence of change activity required to implement the TOM. This will set out and prioritize a series of projects and initiatives to be delivered over the program utilizing a highest value approach.

**10.6.3 Validate and refine the roadmap:** Validate the roadmap with key stakeholders from TOM Working Groups, focusing on rollout feasibility and interdependencies, and the prioritization of initiatives and “quick wins.” The roadmap will be refined based on feedback.

**10.6.4 Develop communications strategy:** Develop a 12–18-month communications and engagement strategy that aligns with the implementation roadmap, targeted at personas identified in the Discover Phase to increase awareness and buy-in of the new Pretrial Services Unit program across LA County. This will include development of communication principles, processes, tracking, and management of communication risks and issues.

**10.6.5 Draft and agree on communications plan:** Work with JCOD team to obtain inputs into developing a communications plan (who, when, and what) and communication calendar outlining key proposed dates for distributing content to program stakeholders. Communications will be assessed in alignment with Roadmap updates and will be adjusted depending on effectiveness.

**10.6.6 Associated deliverables in this phase** (see section 10.9 for detailed descriptions and formats):

**10.6.6.1** Defined and Prioritized Pretrial Initiatives

**10.6.6.2** Project Roadmap

**10.6.6.3** Communications Strategy

**10.6.6.4** Communication Plan

**10.7 Scale Phase (Phase 4) (12 Months):** Contractor will set up and run an Enterprise Program Management Office (EPMO) for Contractor to provide interim management and program coordination. Key activities in this phase will include:

- 10.7.1 Mobilize the EPMO team: Run an “implementation kick-off”** meeting with key stakeholders to review and agree upon the setup of the EPMO capability. This will include establishing governance structures and defining clear processes to guide delivery choices and decisions. The **Contractor’s** EPMO team consists of:
  - 10.7.1.1** Project Manager (1 FTE)
  - 10.7.1.2** EPMO Consultant (2 FTE)
  - 10.7.1.3** Stakeholder Engagement and Communication Specialist (1 FTE)
  - 10.7.1.4** For additional capacity that is needed, additional team members can be onboarded to the project by leveraging the project change request process (subject to JCOD approval).
  
- 10.7.2 Develop EPMO templates and processes:** Create any required templates (e.g., RAID log, status reports) and track progress made on KPIs that are part of the program. KPI change from current to future state will be tracked in the status reports.
  
- 10.7.3 Run the EPMO:** Provide interim management of the pretrial services implementation program through an EPMO model. The EPMO will be responsible for robust program management to govern the scale and scope of change, and track benefits. The EPMO will provide central coordination and documentation of program delivery in accordance with the roadmap.
  
- 10.7.4 Draft blueprint JCOD pretrial services program:** Collaboratively with JCOD, begin creating and refining relevant implementation materials (including policies and procedures, duty statements, and training manuals) which will serve as the blueprints for JCOD’s Pretrial Services Unit program.
  
- 10.7.5 Coordinate and manage statements of work:** Develop statements of work (informed by roadmap and implementation

plan) and help to coordinate solicitation and onboarding processes for pretrial service providers to address service gaps in LA County's system of care/support for justice involved individuals, starting at the three Pretrial Release Evaluation Program (PREP) pilot locations and planning for expansion to other locations. The statements of work will enable JCOD to commission activity, either in house, by Contractor, or third-party vendor.

**10.7.6 Identify and support management of temporary staff:** Manage identification of temporary staff to support program implementation and management of the Pretrial Services Unit program in up to eight (8) locations, leveraging Contractor's strong relationships across LA County with women, minority, and veteran owned businesses (WMBVE).

**10.7.7 Develop communication materials and change management activities:** Develop stakeholder communication materials based on the communication plan (i.e., newsletters, one-pagers, PowerPoint slides, video) to help communicate JCOD's Pretrial Services Unit program and multi-year roadmap for implementation - focusing on the ambition, outcomes, and value it will deliver to improving services across LA. Support change management and stakeholder engagement activities based on the identified initiatives and roadmap.

**10.7.8 Associated deliverables in this phase** (see section 10.9 for detailed descriptions and formats):

**10.7.8.1** Monthly EPMO Status Report

**10.8 Sustain Phase (Phase 5) (6 Months):** Contractor will transition interim management of the Pretrial Services Unit to the JCOD team. Key activities in this phase will include:

**10.8.1 Identify key JCOD PMO roles and resources:** Create job roles, responsibilities, and qualifications for EPMO roles to be used by JCOD to identify and select people for the necessary program



roles. This will ensure the right people will be assigned to the right roles, allowing JCOD to take over the EPMO.

**10.8.2 Conduct a learning needs assessment:** Once resources are identified, a learning needs assessment will be conducted to understand the gap between current knowledge and skills and those needed for success in their new role. A training plan and materials can be created to meet the specific needs of JCOD staff to ensure successful takeover of EPMO roles.

**10.8.3 Document processes and develop EPMO training materials:** Create training materials in a variety of formats (e.g., job aids, how-to guides, cheat sheets, etc.) for JCOD staff to leverage in their new roles, with documented processes and tools to ensure they are able to successfully complete key EPMO responsibilities.

**10.8.4 Conduct knowledge transfer sessions:** Transition EPMO capabilities to the JCOD team through a series of knowledge transfer sessions (“the training program”). Delivered in-person or virtually, these will cover core PMO skills supplemented by training materials, as well as a series of job aids, and job shadowing sessions.

**10.8.5 Assess the transition:** JCOD resources will take control and complete EPMO activities on their own (shadowed by the Contractor EPMO). Contractor will assess JCOD resources for proficiency and, for staff who require additional knowledge transfer, job shadowing, and/or coaching, Contractor will provide additional training.

**10.8.6 Associated deliverables in this phase** (see section 10.9 for detailed descriptions and formats):

**10.8.6.1** Monthly EPMO Status Report

## 10.9 Deliverables Details

**Table 1** below outlines all anticipated deliverables that will be completed by Contractor over the 25.5-month engagement.

The acceptance criteria for each **Deliverable** (“**Acceptance Criteria**”) shall be defined prior to Contractor beginning work on such Deliverable. JCOD shall have five (5) business days following the delivery date to confirm acceptance of the Deliverable or to notify Contractor of any failure of the **Deliverable to meet the Acceptance Criteria**. **JCOD’s notice of any failure** shall provide a written description of the failure in a manner sufficient to allow Contractor to identify it. If JCOD provides a conditional acceptance within those five (5) business days, then up to an additional five (5) business days can be granted to allow for full acceptance. If JCOD does not respond within five (5) business days following the delivery date, the issue resolution process will apply. If Contractor is not able to correct any identified failures within five (5) business days, the issue resolution process will apply.

ID	Title	Description
<b>DISCOVER (Weeks 1 – 6)</b>		
1	<b>Kick-Off Meeting</b>	<p>At the start of the project, Contractor will facilitate a meeting to kick off the project with JCOD executive leaders and stakeholders. Topics to be covered in the project kick off include project goals and objectives, scope, timeline, team introductions, and roles and responsibilities.</p> <p><b>Format:</b> Microsoft PowerPoint  <b>Anticipated completion:</b> Week 1</p>
2	<b>Project Management Plan (PMP)</b>	<p>A comprehensive document that provides an integrated view and description of agreed project objectives and activities across the five phases. The PMP will be updated monthly throughout the project. Details will include:</p> <ul style="list-style-type: none"> <li>• Project objectives and strategic direction</li> <li>• Consulting framework and methodology</li> <li>• Roles and responsibilities</li> <li>• Stakeholder engagement</li> <li>• Deliverables</li> <li>• Schedule management</li> <li>• Communication</li> <li>• Project tracking and oversight</li> <li>• Risk and issue management</li> <li>• Governance and quality management</li> </ul> <p>The initial draft PMP will be shared with JCOD, with the opportunity for key stakeholders to provide feedback to get to an agreed upon, final PMP.</p> <p><b>Format:</b> Word document  <b>Anticipated completion:</b> Week 2</p>
3	<b>Baseline Project Schedule</b>	<p>A detailed MS-Project based schedule outlining the overall project workplan and timeline. The schedule will include major project tasks and milestones, expected durations, interdependencies, and key meetings / workshops.</p> <p><b>Format:</b> Microsoft Project  <b>Anticipated completion:</b> Week 3</p>
4	<b>Weekly Project Status Report</b>	<p>A one slide summary of key updates, task status, deliverable updates, progress against</p>

ID	Title	Description
		<p>plan, and any risks, issues, and actions. It will also track changes to program KPIs. Status reports will be provided to JCOD on a weekly basis for Discover, Design, and Create phases of work.</p> <p><b>Format:</b> Microsoft PowerPoint  <b>Anticipated completion:</b> Weekly, throughout the duration of the project.</p>
5	<p><b>Current State Description (with Persona Identification and Journey Mapping)</b></p>	<p>A document summarizing a high-level assessment of the current state of pretrial services and programs across LA County. This would include an overview of current core service provisions and supporting enablers, tools and technologies used, governance and coordination between programs, and any data and reporting highlights. It will also detail key personas who participate in the pretrial services ecosystem, capturing their interactions in a journey map.</p> <p><b>Format:</b> Microsoft PowerPoint, Visio  <b>Anticipated completion:</b> Week 6</p>
6	<p><b>Pretrial Services Initial Quick Wins</b></p>	<p>While conducting interviews, a log of quick wins to improve pretrial services will be maintained by the Contractor. Quick wins could be anything that could be done outside the Target Operating Model to improve current pretrial services. Quick wins can be prioritized with JCOD to determine impact to project workplan and schedule. Quick wins may also contemplate potential actions to take in light of recent system changes (such as the temporary reinstatement of the Emergency Bail Schedule or EBS).</p>
<p><b>DESIGN (Week 7 – 18)</b></p>		
7	<p><b>Target State Journey Maps</b></p>	<p>A document capturing the target state experience for the 14 key personas identified in the Discover phase using the target operating model.</p>

ID	Title	Description
		<p><b>Format:</b> Microsoft PowerPoint, Visio  <b>Anticipated completion:</b> Week 12</p>
8	<p><b>Target Operating Model</b></p>	<p>A detailed PowerPoint deliverable that describes and outlines the target operating model blueprint for the new Pretrial Services Unit. <b>This will define JCOD's purpose/mission</b>, outline the core functions that JCOD needs to deliver, identify the key capabilities (including pretrial programs/services) that will enable delivery of those functions, and the KPIs that should be introduced to measure performance effectively. The target operating model will include the supporting enablers.</p> <p><b>Format:</b> Microsoft PowerPoint  <b>Anticipated completion:</b> Week 18</p>
<p><b>CREATE (Week 19 – 30)</b></p>		
9	<p><b>Defined and Prioritized Pretrial Initiatives</b></p>	<p>A document defining initiatives to be included in the implementation roadmap, based on Change Impact Assessment and Workshop findings. This will outline responsibility, ownership, risks, and ROM cost for each initiative. It will be developed in collaboration with service providers, where necessary.</p> <p><b>Format:</b> Microsoft PowerPoint  <b>Anticipated completion:</b> Week 20</p>
10	<p><b>Communications Strategy</b></p>	<p>A document detailing a 12–18-month communications and engagement strategy targeted at agreed stakeholder groups, including communication principles, processes, tracking, and management of comms risks and issues.</p> <p><b>Format:</b> Microsoft Word  <b>Anticipated completion:</b> Week 24</p>
11	<p><b>Communications Plan</b></p>	<p>An Excel calendar documenting key stakeholders, communication channels, and dates for distributing content. This will be continuously updated throughout the project.</p> <p><b>Format:</b> Microsoft Excel</p>

ID	Title	Description
		<b>Anticipated completion:</b> Week 26
12	Project Roadmap	A detailed PowerPoint outlining the implementation roadmap to realize the target operating model. This will set out a prioritized series of activities, projects, and initiatives to be executed. The deliverable will document the capability uplift and what enablers will be implemented. <b>Format:</b> Microsoft PowerPoint with supporting Excel timeline <b>Anticipated completion:</b> Week 30
<b>SCALE (Week 31 – 82)</b>		
13	Monthly EPMO Status Report	Key updates, task status, deliverable and work product updates, progress against plan, any risks, issues, and actions. It will also track changes to program KPIs. Status reports will be provided to JCOD on a monthly basis. <b>Format:</b> Microsoft PowerPoint <b>Anticipated completion:</b> Monthly
<b>SUSTAIN (Week 83 – 106)</b>		
14	Monthly EPMO Status Report	Key updates, task status, deliverable and work product updates, progress against plan, any risks, issues, and actions. It will also track changes to program KPIs. Status reports will be provided to JCOD on a monthly basis. <b>Format:</b> Microsoft PowerPoint <b>Anticipated completion:</b> Monthly

Table 1: Pretrial Services Program Deliverables and Work Products

## 10.10 Assumptions

The list below includes a list of all the assumptions Contractor made for the delivery of this program.

### Scope-related assumptions:

- 10.10.1 JCOD will provide access to key data available from the County and its partners by week one (1) of the Discover phase to enable

Contractor to undertake the data analysis activity. It is assumed that the data is cleansed and in a format that will enable rapid analysis within the three (3) weeks set out in the plan.

- 10.10.2** For program governance, Contractor will establish a Working Group that will meet regularly and provide input to the TOM design as it is developed and iterated. Contractor will also establish a Senior Steering Group that will guide the strategic direction of the program.
- 10.10.3** At the end of the Design phase, Contractor and JCOD will have a checkpoint to validate and agree on the scope and quantity of the communication and implementation materials to be developed in the Create phase.
- 10.10.4** The services will be performed both remotely and in-person in accordance with County protocols.
- 10.10.5** Development of up to two (2) statements of work per month for the EPMO team. Statements of work mean a documented description of the scope of services to be performed, and does not include development of an RFI, RFP and/or formal solicitation request.
- 10.10.6** Contractor and its subcontractors (if any) will not perform any direct services to Pretrial Services clients as part of this Contract and Statement of Work.

**Pricing and Commercial Assumptions:**

- 10.10.7** Discover, Design and Create phases of work are fixed price.
- 10.10.8** Scale and Sustain phases of work are priced using a fixed capacity model. Depending on the number of initiatives identified, and subject to JCOD approval, the Contractor can add staff at additional cost per the agreed rate card schedule.
- 10.10.9** Delivery of this work will be completed using a mix of **Contractor's** onshore and global delivery network resources as appropriate.

**10.10.10** The Advisory Panel is an investment Contractor is making to deliver this work and is provided at no cost to JCOD.

### **10.11 Optional Work**

Contractor will work with JCOD to identify additional resources to complete work related to pretrial services that is not covered in Sections 10.1 through 10.10 above. The Contractor will work with JCOD using the optional contract value as defined in Exhibit B (Pricing Schedule) to onboard additional staff as needed. Optional work can be completed by:

**10.11.1** Augmenting Contractor's staffing using the proposed project roles and rate cards in Exhibit B (Pricing Schedule). Onboarding staff will take 2-4 weeks.

**10.11.2** Augmenting staffing by having the Contractor subcontract with agencies (e.g., Community Based Organizations). Onboarding agencies will take 6-8 weeks. Optional work may include:

**10.11.2.1** Working with stakeholder groups (e.g., advocacy groups, service provider groups) to support creation of deliverables.

**10.11.2.2** Serving as subject matter advisors on key activities (e.g., review/contribute to public facing deliverables).

**10.11.2.3** Contributing to legislative advocacy and/or policy recommendations.

**10.11.2.4** Managing specific pilot programs/projects during implementation.

## **11.0 GREEN INITIATIVES**

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



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

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

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

### CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

DATES: \_\_\_\_\_

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
<p>SOW: Sub-paragraph 10.9, Project Management Plan</p>	<p>The Contractor will submit a comprehensive document that provides integrated view and description of agreed project objectives and activities across the five phases. Details will include:</p> <ul style="list-style-type: none"> <li>○ Project objectives and strategic direction</li> <li>○ Consulting framework and methodology</li> <li>○ Roles and responsibilities</li> <li>○ Stakeholder engagement</li> <li>○ Deliverables</li> <li>○ Schedule management</li> <li>○ Communication</li> <li>○ Project tracking and oversight</li> <li>○ Risk and issue management</li> <li>○ Governance and quality management</li> </ul>	<p>Monthly update of Project Management Plan throughout the Project.</p>
<p>SOW: Sub-paragraph 10.9, Weekly Project Status Report</p>	<p>Contractor will provide a one slide summary of key updates, task status, deliverable updates, progress against plan, and any risks, issues, and actions. It will also track changes to program KPIs.</p>	<p>Weekly submission of Project Status Report throughout the Discover (Phase 1), Design (Phase 2), and Create (Phase 3) phases of the Project.</p>
<p>SOW: Sub-paragraph 10.9, Monthly Enterprise Program/Project Manager Office (EPMO) Status Reports</p>	<p>Contractor will provide key updates, task status, deliverable and work product updates, progress against plan, any risks, issues, and actions. It will also track changes to program KPIs.</p>	<p>Monthly submission of EPMO Status Reports, beginning with Phase 4, Scale and ending with Phase 5 Sustain.</p>

**PRICING SCHEDULE  
PRETRIAL SERVICES STRATEGIC PLANNING,  
DESIGN AND IMPLEMENTATION**

**MAXIMUM CONTRACT AMOUNT: \$8,590,000**

Payments will be made as a fixed price for Pretrial Services Strategic Planning, Design and Implementation Services, as set forth below. Any costs incurred by the Contractor during the Term of this Contract in excess of the Maximum Contract Amount will be borne by the Contractor and will not be reimbursed and/or paid for by the County.

The Maximum Contract Amount may be modified pursuant to a duly approved amendment to the Contract in accordance with Section 8.1 (Amendments). Notwithstanding the foregoing, in the event the Maximum Amount is reached prior to the end of the term of the Contract, Contractor shall neither be obligated nor able to provide services that would result in charges exceeding the Maximum Amount absent a duly executed amendment in accordance with Section 8.1 (Amendments) that would increase the Maximum Amount.

**MAXIMUM BASELINE FEES FOR PROJECT PHASES**

The Maximum Amount of Baseline Fees for the Term of this Contract and the Project Phases described below will be **\$4,590,000**. This includes all of the estimated staffing **days to perform the key activities, as well as expenses. Time from Contractor’s advisory panel** will be included at no extra charge or cost. Contractor will submit monthly invoices for deliverables completed and approved by JCOD within the Five Project Phases.

**Phase One – Phase Three**

Contractor will be paid a fixed price for deliverables completed and approved.

**Phase Four – Phase Five**

Contractor will be paid on a fixed capacity basis for dedicated staffing, to allow for greater flexibility as needed to implement key programs and projects. Contractor will submit monthly invoices based on the Monthly Enterprise Program/Project Manager Office (EPMO) Status Report deliverable.

The table below provides the Maximum Baseline Fee breakdown across the Five Project Phases of work:

#	Phase	Target Duration	Deliverable	Payment Amount
1	Discover	6 weeks	Kick Off Meeting	\$28,665
			Project Management Plan	\$47,775
			Baseline Project Schedule	\$19,110
			Weekly Project Status Summary	\$95,550
			Current State Description	\$286,650

Exhibit B (Pricing Schedule)  
Pretrial Services Strategic Planning, Design and Implementation

**EXHIBIT B**

			Pretrial Services Initial Quick Wins	\$47,775
2	Design	12 weeks	Target State Journey Maps	\$143,325
			Target Operating Model	\$286,650
3	Create	12 weeks	Defined and Prioritized Pretrial Initiatives	\$156,000
			Communications Strategy	\$156,000
			Communications Plan	\$156,000
			Project Roadmap	\$312,000
4	Scale	12 Months	Monthly EPMO Status Report	\$2,154,500 (\$179,541.66 monthly)
5	Sustain	6 Months	Monthly EPMO Status Report	\$700,000 (\$116,666.66 monthly)

**OPTIONAL WORK FEES**

The Contractor will work with JCOD throughout the project to identify additional resources to onboard to the program, as necessary, for Optional Work described in **Section 10.11, Optional Work of Exhibit A (Statement of Work)**. The Maximum Amount of the Optional Work fees will not exceed **\$4,000,000**.

The Contractor can subcontract with other agencies to provide temporary staffing for any optional work, as needed, subject to prior written approval from JCOD.

Below are hourly rates for potential roles, categorized by role type, that can be provided by the Contractor directly, subject to prior written approval from JCOD.

<b>PMO / Project Management</b>	<b>Hourly Rate</b>
Project Manager	\$345
Junior Project Manager	\$295
Training Consultant	\$245
Change Management Consultant	\$245
PMO Analyst	\$190
<b>Creative Client Services</b>	<b>Hourly Rate</b>
Senior Project Manager - Creative	\$235
Project Manager - Creative	\$180
Junior Project Manager - Creative	\$140
<b>Strategic Planning and User Experience</b>	<b>Hourly Rate</b>
Strategy Manager	\$325
Senior Strategist	\$210
Junior Strategist	\$135

Exhibit B (Pricing Schedule)  
Pretrial Services Strategic Planning, Design and Implementation

**EXHIBIT B**

Content Strategist	\$275
User / Market Researcher	\$240
Design Lead	\$325
UX Design Strategist	\$230
Senior UI/UX Designer	\$225
Junior UI/UX Designer	\$180
<b>Creative Services</b>	<b>Hourly Rate</b>
Creative Director	\$310
Associate Creative Director	\$255
Senior Art Director	\$230
Art Director	\$190
Senior Copywriter	\$230
Copywriter	\$175
Assistant Copywriter	\$145
Editorial Manager / Senior Copy Editor	\$220
Copy Editor	\$190
<b>Content &amp; Production</b>	<b>Hourly Rate</b>
Senior Digital Producer	\$235
Digital Producer	\$185
Junior Digital Producer	\$145
Content Manager / Lead	\$370
Content Specialist / Strategist	\$275
Print Production Manager	\$245
Print Production Supervisor	\$185
Broadcast Production Director	\$360
Broadcast Production Manager	\$280
Broadcast Producer	\$185
<b>Media Services</b>	<b>Hourly Rate</b>
Media Director	\$340
Associate Media Director	\$245
Media Planning Supervisor	\$205
Media Planner	\$150
Media Buying Supervisor	\$205
Media Buyer	\$150
Media Research Manager	\$200
Media Research Analyst	\$145
Traffic Manager	\$200
Traffic Specialist	\$145
Senior Search Specialist	\$200
Junior Search Specialist	\$145
Senior Social Media Specialist	\$190

Exhibit B (Pricing Schedule)  
 Pretrial Services Strategic Planning, Design and Implementation

## EXHIBIT B

Junior Social Media Specialist	\$145
Senior Programmatic Media Specialist	\$190
Junior Programmatic Media Specialist	\$145

### INVOICING

Contractor will submit invoices for payment in accordance with Paragraph 5.5 of the Contract. Invoices will be submitted monthly, no later than the 15th of each month. The Contractor will retain receipts and supporting documentation for all expenses included on monthly invoices and make such records available to the County upon request.

**All invoices under this Contract must be submitted via email to:**

County of Los Angeles  
Justice, Care and Opportunities Department  
**Attn: John Franklin Sierra**  
**Principal Analyst**  
[JSierra@JCOD.lacounty.gov](mailto:JSierra@JCOD.lacounty.gov)

Exhibit B (Pricing Schedule)  
Pretrial Services Strategic Planning, Design and Implementation

***INTENTIONALLY OMITTED***



**COUNTY'S ADMINISTRATION****CONTRACT NO. JC-10002****COUNTY PROJECT DIRECTOR:**

Name: Gina Eachus  
Title: Acting Director, Office of Adult Programs  
Address: 500 W. Temple St, Suite 100  
Los Angeles, CA 90012  
Telephone: (213) 262-7899  
E-Mail Address: [GEachus@JCOD.lacounty.gov](mailto:GEachus@JCOD.lacounty.gov)

**COUNTY PROJECT MANAGER:**

Name: John Franklin Sierra  
Title: Principal Analyst  
Address: 500 W. Temple St, Suite 100  
Los Angeles, CA 90012  
Telephone: (213) 948-2826  
E-Mail Address: [JSierra@JCOD.lacounty.gov](mailto:JSierra@JCOD.lacounty.gov)

**COUNTY CONTRACT PROJECT MONITOR:**

Name: John Franklin Sierra  
Title: Principal Analyst  
Address: 500 W. Temple St, Suite 100  
Los Angeles, CA 90012  
Telephone: (213) 948-2826  
E-Mail Address: [JSierra@JCOD.lacounty.gov](mailto:JSierra@JCOD.lacounty.gov)

### CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Accenture LLP

CONTRACT NO: JC-10002

CONTRACTOR'S PROJECT MANAGER:

Name: Matthew Branco  
Title: Strategy and Consulting Manager  
Address: [REDACTED]  
[REDACTED]  
Telephone: [REDACTED]  
E-Mail Address: [REDACTED]

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Praneet Raj  
Title: Managing Director  
Address: [REDACTED]  
[REDACTED]  
Telephone: [REDACTED]  
E-Mail Address: [REDACTED]

Notices to Contractor shall be sent to the following:

Name: Praneet Raj  
Title: Managing Director  
Address: [REDACTED]  
[REDACTED]  
Telephone: [REDACTED]  
E-Mail Address: [REDACTED]

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

**NAME Accenture LLP**

**Contract No. JC-10002**

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, 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:** Praneet Raj  
Digitally signed by Praneet Raj  
Date: 2023.06.06 15:55:07  
-07'00'

**DATE:** June, 6, 2023

**PRINTED NAME:** Praneet Raj

**POSITION:** Managing Director

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

### FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

***INTENTIONALLY OMITTED***

***INTENTIONALLY OMITTED***



# CHARITABLE CONTRIBUTIONS CERTIFICATION

Accenture LLP  
Company Name

[REDACTED]  
Address

[REDACTED]  
Internal Revenue Service Employer Identification Number

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

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

**Praneet Raj** Digitally signed by Praneet Raj  
Date: 2023.06.06 15:55:39 -07'00'

Signature

June 6, 2023  
Date

Praneet Raj , Managing Director  
Name and Title of Signer (please print)

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information residing in or on Contractor's internal systems or in Contractor's physical possession against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Contract Information:** all Data and Information belonging to the County and residing in or on Contractor's internal systems or in Contractor's physical possession.
- d. **County Information:** all Data and Information belonging to the County.
- e. **Data:** a subset of Information comprised of qualitative or quantitative values.
- f. **Incident:** a suspected or successful 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.
- g. **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.

- h. **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.
- i. **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.
- j. **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.
- k. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- l. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- m. **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.
- n. **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.
- o. **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.
- p. **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.
- q. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- r. **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 Contract 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 Contract 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 Contract Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Contract Information;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Contract Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Contract Information;
- Protect against accidental loss or destruction of, or damage to, County Contract Information; and
- Safeguard County Contract Information in compliance with any applicable laws and regulations which apply to the Contractor's operation of its business or performance of the services under the Contract.

- 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 Contract 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 Contract 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 Contract 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 Contract Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses in a manner that is mutually agreed by the parties.

### 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

- 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".
- 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 reasonably 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 require the Contractor's employees to 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 Contract 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 Contract 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 Contract 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 Contract Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Contract 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 Contract Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Contract 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; provided that any County Information stored on shared IT backup media will be erased within ninety (90) days in accordance with the Contractor's standard backup procedures. 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 Contract 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 Contract Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

The County acknowledges and agrees that Contractor resources working remotely (e.g., from home) will not be subject to these physical and environmental security requirements.

## **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 for which Contractor has back-up responsibility 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 for which Contractor has back-up responsibility and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to, to the extent the Contractor has back-up responsibility: (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.

To the extent within the Contractor's scope, 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 Contract Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Contract 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:**  
Ralph Johnson  
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:**

Eric Lee  
Departmental Information Security Officer  
Justice, Care and Opportunities Department  
500 W. Temple Street, Room 100  
Los Angeles, CA 90012  
**ELee@JCOD.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, if the Incident was caused by the acts or omissions of the Contractor. 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; provided that any third parties may not directly access Contractor systems that are not dedicated to the County.
- f. Allow the County or its third-party designee at the County's election to perform mutually-agreed 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.

Subject to the limitation of liability in Section 9.9 of the Contract, the Contractor shall be liable for all damages incurred by the County and governmental fines imposed on the County, including the reasonable cost of corrective action and the reasonable cost of legally-required notifications, arising from an Incident involving County Information to the extent caused by the Contractor's breach of this Exhibit.

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to seek appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

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

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's security and privacy practices and the services 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 that subject to mutual agreement 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.

The County will provide 14 days' prior written notice of any audit and will procure that the auditor is not a competitor of the Contractor, executes a confidentiality agreement with the Contractor prior to the audit and abides by the facility's security requirements. The County will not be entitled to (i) data or information of other customers or clients of the Contractor; (ii) any cost information unless such is the basis of a billable expense; (iii) the Contractor's quality assurance reviews, contract management reports, and confidential security functions; (iv) audit third parties except to the extent the Contractor has the right to grant such right; (v) any access or testing of shared service infrastructure or environments; or (vi) any other confidential information of the Contractor that is not directly relevant for the authorized purposes of the audit. If breaches of the Contract are identified by an audit, the Contractor shall take prompt action to mitigate any such breach.

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

## 17. INSURANCE

The Contractor shall secure and maintain Professional Liability insurance with a minimum limit of **\$10,000,000** per claim and in the aggregate, addressing network security and privacy liability. Such coverage shall address Contractor's liability in the performance of services under the Contract for: (a) unauthorized access or use of a computer system or network; (b) denial of service attacks; (c) receipt or transmission of malicious code; (d) failure to protect confidential, personal or corporate information; (e) wrongful collection of confidential, personal or corporate information; and (f) violation of privacy laws, statutes or regulations in connection with an event described in (d) or (e). The Contractor shall 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.

## 18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, subject to the limitation in Section 9.9 of 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 third party 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 for any unauthorized disclosure or use of County Contract Information to the extent caused by:

- The Contractor's violation of any federal and state laws applicable to the Contractor's business in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's breach of its obligations under this Exhibit.
- The damages that the County shall be entitled to recover include (i) providing legally-required notice to individuals and governmental authorities, (ii) the reasonable costs of maintaining a call center to respond to individuals' and governmental authorities' inquiries for a period of 30 days, (iii) providing credit monitoring to affected individuals for a period of 12 months, and (iv) reasonable investigation costs.

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with the required defense, 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, which approval shall not be unreasonably withheld.