

# Information Systems Advisory Body

## County of Los Angeles



August 15, 2017

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 August 15, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

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

Dear Supervisors:

### CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND INFOR PUBLIC SECTOR, INC. FOR PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES (ALL DISTRICTS) (3-VOTES)

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

### SUBJECT

Approval of a contract between the County of Los Angeles on behalf of the Information Systems Advisory Body and Infor Public Sector, Inc. for PIX Cloverleaf Application Management Services.

### IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and authorize the Director of Information Systems Advisory Body (ISAB) to finalize and execute a contract with Infor Public Sector, Inc. (Infor) for PIX Cloverleaf Application Management Services (Contract), substantially similar to attached Contract (Attachment I), for a period of five (5) years (Initial Term) with the County's option to extend for up to an additional three one-year periods (Extended Term), for a maximum total Contract Sum of \$7,381,510 for the eight year term of the Contract.
2. Delegate authority to the Director of ISAB, or his designee, during the term of the Contract, to execute Change Notices to the Contract which elect to extend the term of the Contract for an Extended Terms and/or do not affect the scope of work, amount of payments, or any other term or condition included under the Contract.

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**CHAIR PRO TEM**  
Vacant  
ISAB Director

**ISAB**  
Vacant  
Director

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**Dr. Christopher Rogers**  
Interim Chief Medical Examiner-  
Coroner, Department of the Coroner

**Scott Minnix**  
Director, Internal Services Department

**Charles Beck**  
Chief of Police, City of Los Angeles

3. Delegate authority to the Director of ISAB or his designee, during the term of the Contract, to execute Work Orders to the Contract and amendments to such Work Orders to acquire new criminal justice interfaces to the PIX Cloverleaf software and other professional services using dollars available under the Contract Sum for such work.

4. Delegate authority to the Director of ISAB or his designee during the term of the Contract, to execute Amendments to the Contract that (a) do not materially affect the scope of work, amount of payments, or any term or condition included in the Contract, (b) provide written consent to an assignment or delegation under Paragraph 9 (Assignment) of the Contract; (c) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information; (d) implement a reduction pursuant to Paragraph 11 (Budget Reductions) of the Contract; and/or (e) implement orders from your Board or Chief Executive Officer (CEO) or designee to add or change terms and conditions in the Contract.

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

The purpose of the recommended Contract is to provide PIX Cloverleaf Application Management Services (Services) for the ongoing maintenance, enhancement and operational support of the County's existing interfaces developed and implemented using the Cloverleaf Integration Platform (PIX Cloverleaf Software) currently licensed by the County from Infor and operated by ISAB on behalf of the County justice agencies. The Contract will additionally allow the County to engage Infor to develop new interfaces among County justice agencies and to provide other professional services for the PIX Cloverleaf Software.

PIX Cloverleaf Software supports operational processes for the full justice lifecycle by transmitting and monitoring near real-time data on case transactions among 100-plus systems across over 60 agencies and departments for the County and other governmental agencies. Approximately 1.3 million datagrams are currently exchanged through PIX Cloverleaf Software each day. The County currently has additional PIX Cloverleaf Software interfaces in discussion for future development. These include but are not limited to:

1. Juvenile Automated Index (JAI) replacement Interfaces
2. Superior Court Odyssey Case Management System(s)
3. LASD Countywide Warrant System

As the need for automated data exchanges increases, the PIX Cloverleaf Software must be re-architected, re-engineered, and modernized to leverage the latest features to improve support and sustainability of interfaces. Like any enterprise software platform, PIX Cloverleaf Software also requires platform expertise to manage and maintain, including tasks such as setting up, configuring, and refactoring PIX Cloverleaf Software components, addressing change requests, applying updates and generally assuring the health and reliability of systems. With multiple applications in or nearing production, economies of scale can be realized by having a single resource group maintain those applications.

Approval of these recommended actions will provide ISAB the ability to enhance and implement the vital system upgrades that are crucial to the County criminal justice agencies.

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

The recommended action supports both the Countywide Strategic Plan, Goal III, Realize Tomorrow's Government Today, by enhancing Information Technology Platforms to securely share and exchange data to perform data-driven analytics to achieve outcomes in support of Board Priorities and other Countywide initiatives.

### **FISCAL IMPACT/FINANCING**

The maximum County obligation under the proposed Contract is \$7,381,510 over the entire Contract term, including the Initial Term of five (5) years and the Extended Term of up to three (3) additional one-year periods, which breaks down as follows: (a) \$23,816 for a site assessment and evaluation regarding the County's current PIX Cloverleaf Software architecture; (b) \$2,071,472 for maintenance and support of deployed PIX Cloverleaf Software interfaces and environments for the Initial Term; (c) \$1,478,222 for maintenance and support of deployed PIX Cloverleaf Software interfaces and environments for the Extended Term; (d) \$2,380,000 for development of new interfaces and provision of other professional services for the PIX Cloverleaf Software during the Initial Term; and (e) \$1,428,000 for development of new interfaces and provision of other professional services for the PIX Cloverleaf Software during the Extended Term. Funding is provided by the criminal justice agencies and will be provided by current budget allocations with ongoing year costs budgeted each fiscal year.

No new net County funds are being requested for this Contract. There are no other fiscal impacts.

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

After a formal solicitation, ISAB engaged in extensive negotiations with Infor regarding County's standard terms and conditions. ISAB worked closely with County Counsel, CEO Risk Management, and Chief Information Office (CIO) regarding negotiation of exceptions taken. Except as detailed in attached exceptions (Attachment II), the Contract contains all Board required and legally required provisions, such as Time Off for Voting, Jury Service Program, Safely Surrendered Baby Law, and Compliance with County's Zero Tolerance Policy on Human Trafficking.

ISAB consulted with CEO Risk Management regarding the exceptions to the general provisions for the insurance coverage terms and conditions as reflected in attached exceptions (Attachment II). The CEO Risk Management advised ISAB of the risks associated with revisions to these provisions; however, ISAB believes that this potential risk is minimal and acceptable given the services being provided.

In accordance with the Board's directive to engage outside counsel for information technology agreements exceeding \$5 million, County Counsel retained the law firm of Drukker Law to assist in the underlying solicitation and negotiation of the recommended Contract. Drukker Law, in conjunction with County Counsel, reviewed the recommended Contract. Additionally, in

accordance with the Board's policy, County Counsel will separately submit to the Board a privileged memorandum analyzing the recommended Contract.

ISAB has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract and the recommended Contract is exempt from Proposition A (County Code Chapter 2.121).

The Chief Information Office (CIO) recommends approval of this Contract (CIO Analysis attached as Attachment III). County Counsel has reviewed and approved this Contract as to form.

### **CONTRACTING PROCESS**

On December 22, 2016, the County released a Request for Proposals (RFP) for PIX Cloverleaf Application Management Services. One proposal from Infor was received by the closing date of February 10, 2017. The proposal met all RFP minimum requirements, was evaluated, and selected as a qualified proposal. The County has selected Infor based upon price, technical capability and the proposed staff.

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

This Contract will insure a collaborative, cost effective application maintenance and management strategy for the various PIX Cloverleaf Software interfaces within the County criminal justice community.

### **CONCLUSION**


The Contract will enable ISAB to improve and support the data sharing initiatives among criminal justice agencies to align with the County's Strategic Plan.

Respectfully submitted,



Fernando Angell  
Acting Director

Reviewed By,



Peter Loo  
Acting Chief Information Officer

FA:DN:pf

c: Executive Office, Board of Supervisors  
Chief Executive Officer  
County Counsel  
Internal Services Department

# ATTACHMENT I



**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
AND  
INFOR PUBLIC SECTOR, INC.  
FOR  
PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**FINAL**

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**CONTRACT**  
**BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**  
**INFOR PUBLIC SECTOR, INC.**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

This Contract, including all Exhibits and Attachments hereto, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Los Angeles (hereinafter “County”) on behalf of its Information Systems Advisory Body (hereinafter “Department” or “ISAB”) and Infor Public Sector, Inc., a California corporation (hereinafter “Contractor”), located at 13560 Morris Road, Suite 4100, Alpharetta, Georgia 30004. County and Contractor are referred to here as the “Parties,” each a “Party.”

**RECITALS**

WHEREAS, County may contract with private businesses for consulting services (as further defined in Paragraph 2 (Definitions) below, hereinafter “Services” or “PIX Cloverleaf Application Management Services”) relating to integrating, maintaining, supporting, re-architecting, migrating, analyzing, developing, deploying, testing, and other services with respect to Interfaces (as defined in Paragraph 2 (Definitions) below) developed using the PIX Cloverleaf Software (as defined in Paragraph 2 (Definitions) below) when certain requirements are met; and

WHEREAS, Contractor possesses the necessary skills, qualifications, competence, license and expertise and, therefore, is qualified to perform such Services; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the Parties agree as follows:

**1. INTERPRETATION**

**1.1 APPLICABLE DOCUMENTS**

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along with all Exhibits attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “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 this Base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Attachments according to the following descending priority.

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EXHIBIT A	–	Scope of Work
Exhibit A-1	–	Minimum Skills Requirements
Exhibit A-2	–	Expected Task 3 Tasks and Payment Milestones
Exhibit A-3	–	Sample Work Order
EXHIBIT B	–	Pricing Schedule
EXHIBIT C	–	Reserved
EXHIBIT D	–	Contractor’s EEO Certification
EXHIBIT E	–	County’s Administration
EXHIBIT F	–	Contractor’s Administration
EXHIBIT G	–	Reserved
EXHIBIT H	–	Jury Service Ordinance
EXHIBIT I	–	Safely Surrendered Baby Law
EXHIBIT J	–	Defaulted Property Tax Reduction Program Ordinance

All Work Orders executed in accordance with the terms hereof additionally form a part of this Contract. In the event of any conflict or inconsistency between this Base Contract and/or any Exhibit hereto and any executed Work Order, precedence shall be given to this Base Contract and the Exhibits hereto.

**1.2 ENTIRE CONTRACT**

This Contract, including all Exhibits hereto and all Work Orders executed in accordance with the terms hereof, 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 the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices, Work Orders, and Amendments) and signed by both Parties.

**2. 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 shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

**2.1 ACCEPTANCE; ACCEPT**

As used herein, the terms “Acceptance” and “Accept” shall mean County’s written approval in accordance with the terms of this Contract of Services (including the procedures specified in Paragraph 3.3 (Acceptance of Work) below) provided by Contractor under Task 1 of Exhibit A (Scope of Work) or under a Work Order.

**2.2 BASE CONTRACT**

As used herein, the term “Base Contract” shall have the meaning specified in Paragraph 1.1 (Applicable Documents).

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**2.3 BUSINESS DAY**

As used herein, the term “Business Day” shall mean Monday through Friday, excluding County observed holidays.

**2.4 BOARD OF SUPERVISORS; BOARD**

As used herein, the terms “Board of Supervisors” and “Board” shall mean County’s Board of Supervisors.

**2.5 CONFIDENTIAL INFORMATION**

As used herein, the term “Confidential Information” shall have the meaning specified in Paragraph 15.1 (Confidential Information).

**2.6 CONTRACT**

As used herein, the term “Contract” shall have the meaning specified in Paragraph 1.1 (Applicable Documents).

**2.7 CONTRACT SUM**

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

**2.8 CONTRACTOR**

As used herein, the term “Contractor” shall have the meaning specified in the preamble to this Base Contract.

**2.9 CONTRACTOR MATERIALS**

As used herein, the term “Contractor Materials” shall have the meaning specified in Paragraph 44 (Proprietary Rights).

**2.10 CONTRACTOR’S ADMINISTRATION**

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

**2.11 CONTRACTOR’S PROJECT DIRECTOR**

As used herein, the term “Contractor’s Project Director” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

**2.12 CONTRACTOR’S PROJECT MANAGER**

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Manager).

**2.13 COUNTY**

As used herein, the term “County” shall have the meaning specified in the preamble to this Base Contract.

**2.14 COUNTY DATA**

As used herein, the term “County Data” shall mean all County records, data, and information from time to time collected, recorded, stored, accessed, altered, retrieved, transferred, and/or otherwise used by the PIX Cloverleaf Software system, including but not limited to criminal

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justice records, information, and data; all other County records, data, and information to which Contractor may from time to time have access during the course of performance of Services and/or other work hereunder; and all Personal Data included in any such records, data, and information.

**2.15 COUNTY MATERIALS**

As used herein, the term “County Materials” shall have the meaning specified in Paragraph 44 (Proprietary Rights).

**2.16 COUNTY’S CONTRACT MANAGER**

As used herein, the term “County’s Contract Manager” shall have the meaning specified in Paragraph 6.2 (County’s Contract Manager).

**2.17 COUNTY’S FISCAL YEAR**

As used herein, the term “Fiscal Year” shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

**2.18 COUNTY’S PROJECT DIRECTOR**

As used herein, the term “County’s Project Director” shall have the meaning specified in Paragraph 6.3 (County’s Project Director).

**2.19 COUNTY’S PROJECT MANAGER**

As used herein, the term “County’s Project Manager” shall have the meaning specified in Paragraph 6.4 (County’s Project Manager).

**2.20 CUSTOM INTERFACES**

As used herein, the term “Custom Interfaces” shall mean custom interfaces for the Software that are developed by Contractor for County hereunder based upon business and technical requirements provided by County.

**2.21 DAY(S)**

As used herein, the term “day(s)”, whether singular or plural, shall mean calendar day(s), unless otherwise specified.

**2.22 DEFICIENCY; DEFICIENCIES**

As used herein, the term “Deficiency(ies)” or “deficiency(ies),” whether singular or plural, shall mean, as applicable, any material (i) malfunction, error or defect in the design, development, implementation, materials, workmanship and/or Services provided by Contractor under this Contract; or (ii) failure to meet or comply with, or deviation from, the requirements of this Contract, including the Statement of Work and/or any Work Order hereunder, mutually agreed upon standards, industry standards or any other representations or warranties by Contractor under this Contract regarding the Services relating to any Work Order or any other Services or work provided by Contractor hereunder.

**2.23 DELIVERABLES(S)**

As used herein, the terms “Deliverable(s)” and “deliverable(s)”, whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Scope of Work) and any applicable Work Order.

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**2.24 DEPARTMENT; ISAB**

As used herein, the terms “Department” and “ISAB” shall specified in the preamble to this Base Contract.

**2.25 DIRECTOR; ISAB DIRECTOR**

As used herein, the terms “Director” and “ISAB Director” shall mean and refer to the Director of ISAB.

**2.26 EFFECTIVE DATE**

As used herein, the term “Effective Date” shall mean the date as of which this Contract has been executed by an authorized officer of both Parties and has been approved by the Board.

**2.27 EXISTING INTERFACES**

As used herein, the term “Existing Interfaces” shall mean all interfaces for the Software that were developed by or on behalf of County prior to the Effective Date.

**2.28 FIXED BLENDED HOURLY RATE**

As used herein, the term “Fixed Blended Hourly Rate” shall be the blended hourly rate specified in Exhibit B (Pricing Schedule).

**2.29 INTERFACES**

As used herein, the term “Interfaces” shall mean the Existing Interfaces and the New Interfaces.

**2.30 NEW INTERFACES**

As used herein, the term “New Interfaces” shall mean Custom Interfaces and all other interfaces for the Software, including, but not limited to, interfaces constituting Contractor Materials, that are provided by Contractor to County hereunder.

**2.31 PARTIES; PARTY**

As used herein, the terms “Parties” and “Party” shall have the meanings given to such terms in the preamble to this Contract.

**2.32 PERSONAL INFORMATION**

As used herein, the term “Personal Information” shall mean information provided to a Party by or at the direction of the other Party, or to which access was provided to Contractor in the course of Contractor’s performance under this Contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information.

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**2.33 PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES; SERVICES**

As used herein the terms “PIX Cloverleaf Application Management Services” and “Services” shall mean the Software-related professional services that Contractor will provide County as contemplated under this Contract and/or any Work Order, including, but not limited to, as described in the Statement of Work.

**2.34 PIX CLOVERLEAF SOFTWARE; SOFTWARE**

As used herein the terms “PIX Cloverleaf Software” and “Software” shall mean the Proactive Information eXchange Cloverleaf integration software platform operated and maintained by ISAB for its criminal justice member agencies, with respect to which Contractor shall provide Services under this Contract.

**2.35 PRICING SCHEDULE**

As used herein, the term “Pricing Schedule” shall mean the pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).

**2.36 PROJECT PLAN**

As used herein, the term “Project Plan” shall mean a plan for performance of any Services by Contractor under this Contract pursuant to an agreed upon Work Order.

**2.37 RESOURCE**

As used herein, the term “Resource” shall mean any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.

**2.38 SKILLS REQUIREMENTS**

As used herein, the term “Skills Requirements” shall mean technical and other skills Contractor, including each Resource providing Services under the Contract, is required to possess in order to perform all Services specified in this Contract, including Attachment A.1 (Skills Requirements).

**2.39 STATE**

As used herein, the term “State” shall mean the State of California, United States of America.

**2.40 STATEMENT OF WORK; SCOPE OF WORK; SOW**

As used herein, the terms “Statement of Work”, “SOW” and “Scope of Work” shall mean and refer to the tasks, subtasks, deliverables, goods, Services and other work set forth in Exhibit A (Scope of Work), including all Attachments thereto, or any Work Order or otherwise provided by Contractor to County under the terms of the Contract.

**2.41 TASK(S)**

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Scope of Work) and any applicable Work Order.

**2.42 TASK 3 DOLLARS**

As used herein, the term “Task 3 Dollars” shall mean the dollar amount identified on Exhibit B (Pricing Schedule) as the Task 3 Dollars, which is the pool of dollars available for (a) all tasks, subtasks, deliverables, goods, Services, and other work described in Task 3 of Exhibit A (Scope of Work) which may be provided by Contractor during the term of the Contract pursuant to Work



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Orders executed hereunder, and (b) reimbursement of Contractor's expenses incurred in accordance with Paragraph 5.2.

**2.43 WORK ORDER**

As used herein, the term "Work Order" shall mean each Work Order under Paragraph 3.2 (Work Order Work) that is executed by the Parties in accordance with Paragraph 8.3 (Work Orders).

**2.44 WORK PRODUCT**

As used herein, the term "Work Product" shall have the meaning set forth in Paragraph 44 (Proprietary Rights).

**3. WORK**

**3.1 SCOPE OF WORK**

In exchange for County's payment to Contractor of the applicable fees arising under the Contract and invoiced by Contractor in accordance with the terms hereof, Contractor shall on a timely basis provide, complete, deliver and implement PIX Cloverleaf Application Management Services set forth in this Contract, including Exhibit A (Scope of Work) and any Work Orders executed hereunder. Contractor shall perform all such Services in accordance with Exhibit A (Scope of Work) with all Exhibits thereto, any executed Work Orders, and any other applicable provisions set forth in the Contract, at the applicable rates and prices specified in Exhibit B (Pricing Schedule) and any other pricing terms agreed to by the Parties in accordance with the terms of the Contract or Work Order executed hereunder.

**3.2 WORK ORDER WORK**

From time to time during the term of this Contract, County may request that Contractor provide Services and other work of the type described in Task 3 of Exhibit A (Scope of Work). Contractor shall thereafter provide County with (a) a proposed fixed price for such Services and other work using the Fixed Blended Hourly Rate; (b) a proposed payment schedule for such Services and other work incorporating all applicable payment milestones from A-2 (Expected Task 3 Tasks and Payment Milestones); (c) a proposed scope of work incorporating all applicable tasks and deliverables from Exhibit A-2 (Expected Task 3 Tasks and Payment Milestones); and (d) a proposed Project Plan. The Parties shall thereafter mutually negotiate a Work Order with respect to such Services and other work using Exhibit A-3 (Sample Work Order), which shall incorporate the agreed-upon fixed price, payment schedule, scope of work, and Project Plan. In the event the Parties agree upon a Work Order, it shall be executed pursuant to Paragraph 8.3 (Work Orders). The maximum amount authorized under this Contract for all Services and other work to be performed pursuant to Work Orders under this Paragraph 3.2 is the Task 3 Dollars; it is understood and agreed that the Parties shall not execute a Work Order if such Work Order would exceed the then-available Task 3 Dollars. Contractor shall invoice County for each payment milestone indicated in the payment schedule of a Work Order, and each such invoice shall be payable by County, in accordance with Paragraph 5.6 (Invoices and Payments).

**3.3 ACCEPTANCE OF WORK**

All Services and other work provided by Contractor under Task 1 and/or Work Orders must be completed by Contractor and Accepted by County based on the criteria specified in the Scope or Work or Work Order, as applicable. When Contractor has completed a deliverable or Service

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specified under Task 1 or a Work Order, Contractor shall provide written notification to County's Project Director, with a copy to County's Contract Manager and Project Manager, that such Service or other deliverable is being finally submitted to County. The County shall, within ten (10) business days after Contractor's delivery of such written notice, or such other period as may be specified in a Work Order ("Acceptance Period"), either indicate the County's Acceptance of such deliverable or Service or give Contractor written notice specifying any deficiencies of such deliverable or Service against the designated Acceptance criteria for such deliverable or activity as specified in the Statement of Work and/or Work Order, as applicable. If provided such notice of deficiencies, Contractor shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Contractor shall resubmit the deliverable or perform the activity for the County's review and Acceptance as set forth above (with a new Acceptance Period beginning). Acceptance shall be indicated by the written approval of County's Project Director or designee and shall not be unreasonably withheld or delayed. If the County fails to provide written notice of any deficiencies (or written Acceptance) within the Acceptance Period, as provided above, Contractor shall provide written notice of such failure to County's Project Director, with a copy to County's Contract Manager and Project Manager, with a new five (5) business day Acceptance Period beginning. If the County fails to provide written notice of any deficiencies (or written Acceptance) within this new Acceptance Period, such deliverable or Service shall be deemed conclusively accepted at the end of such Acceptance Period. In no event shall County be liable or responsible for any payment prior to such Acceptance.

Notwithstanding the foregoing, the timelines for County's Acceptance of Contractor's Services or other work and Contractor's curing of the problems shall not revise the dates for completion of Services and other work in any Project Plan absent written agreement by the Parties in accordance with the terms hereof.

### **3.4 UNAUTHORIZED WORK**

Contractor shall not provide any tasks, subtasks, deliverables, goods, Services or other work to County other than those specified in this Contract.

## **4. TERM OF CONTRACT**

**4.1** The term of this Contract shall commence upon the Effective Date and shall continue for five (5) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract ("Contract Term").

**4.2** The County shall have the option to extend the Contract Term for up to three (3) additional one-year periods, for a maximum total Contract Term of eight (8) years. Each such extension option may be exercised at the discretion of the ISAB Director as authorized by the Board. In the event the ISAB Director desires to renew the Contract by exercising an option term, the County shall provide Contractor with a written notice of intent to renew the Contract no less than 90 calendar days prior to the expiration of the then current Contract Term. The option to renew shall be set forth in a mutually agreed upon Change Notice pursuant to Paragraph 8 (Change Notices, Work Orders, and Amendments). In the event of any renewal of the Contract Term, the Task 2 Services shall be deemed to be extended for the applicable renewal period, and the County shall pay all applicable fees and expenses for such Services in accordance with the terms hereof, subject to an annual fee increase set forth in Exhibit B (Pricing Schedule).

**4.3** Contractor shall use commercially reasonable efforts to notify County when this Contract is within six (6) months from the expiration of the Contract Term as provided for hereinabove.

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Upon occurrence of this event, Contractor shall use commercially reasonable efforts to send written notification to County's Contract Manager, with a copy to County's Project Director, at the address set forth in Exhibit E (County's Administration).

**5. CONTRACT SUM**

- 5.1** The Contract Sum under this Contract shall be the maximum total monetary amount that may be payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work under this Contract, including (a) those described in Tasks 1 and 2 of Exhibit A (Scope of Work) to be provided by Contractor during the term of the Contract, (b) the Task 3 Dollars, and (c) all applicable taxes, if any. The Contract Sum is as set forth on Exhibit B (Pricing Schedule).
- 5.2** Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall only be entitled to reimbursement of out-of-pocket travel, lodging, and meal costs incurred during the course of performance of work hereunder which have been pre-approved in writing by County's Project Director or designee and are in accordance with County's Travel Expense Reimbursement Guidelines.
- 5.3** The Contract Sum referred to in Paragraph 5.1 shall be deemed to include all applicable California and other state and local sales/use taxes on all Services and other work provided by Contractor to County pursuant to or otherwise due as a result of this Contract, including, but not limited to, any product of Services, to the extent applicable. All applicable California sales/use taxes, if any, shall be paid directly by Contractor to the State or other taxing authority. In addition, Contractor shall be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which County does not hold title.
- 5.4** Contractor shall use commercially reasonable efforts to maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall use commercially reasonable efforts to send written notification to County's Contract Manager, with a copy to County's Project Director, at the address set forth in Exhibit E (County's Administration).
- 5.5 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT**
- Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract other than for Services agreed to in writing in accordance with this Contract or applicable law. Payment by County for services rendered after expiration/ termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor.
- 5.6 INVOICES AND PAYMENTS**
- 5.6.1** Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Scope of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this

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Contract. Contractor shall invoice County for deliverables and Services provided as follows: (a) under Task 1 of Exhibit A (Scope of Work), upon Contractor's completion and County's Acceptance of such deliverables and Services; (b) under Task 2 of Exhibit A (Scope of Work), annually in advance; and (c) under a Work Order, for each payment milestone indicated on the payment schedule of such Work Order upon Contractor's completion and County's Acceptance of all deliverables and Services associated with such payment milestone.

5.6.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and any applicable Work Order and shall contain the information set forth in Exhibit A (Scope of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, Services, and/or other work for which payment is claimed. Contractor's fees for Services and other work provided hereunder, including the Fixed Blended Hourly Rate, shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.

5.6.3 Contractor shall submit all invoices to County's Project Director, with a copy to County's Contract Manager, within sixty (60) calendar days of each of the following: (a) for deliverables and Services under Task 2 of Exhibit A (Scope of Work), the start of each annual period for such deliverables and Services; (b) for deliverables and Services under Task 1 of Exhibit A (Scope of Work), County's Acceptance of all such deliverables and Services; and (c) for each payment milestone indicated on the payment schedule of a Work Order, County's Acceptance of all deliverables and Services associated with such payment milestone. All invoices shall be submitted by email to County's Project Director and Contract Manager at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form agreed upon by the Parties and shall meet the following requirements:

- (a) Invoices must contain the Contract Number.
- (b) Invoices must contain the Contractor's name, address and phone number.
- (c) Invoices must include the number(s) and description of the Work Order and/or other Services being invoiced.

#### 5.6.4 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Director prior to any payment thereof. Such approval may only be withheld or delayed on the basis of Contractor's failure to perform Services in accordance with this Contract or to submit such invoices in accordance with this Contract, including but not limited to this Paragraph 5.6 (Invoices and Payments).

#### 5.6.5 INVOICE DISCREPANCIES

County's Project Director shall review each invoice for discrepancies. With respect to any invoices which are disputed in good faith, County's Project Director shall, within 30 calendar days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of issues and disputed charges. Contractor shall review the issues and disputed charges and send a written explanation correcting the issues and detailing the basis for the charges within 30 calendar days of receipt of County's notice of discrepancies and disputed

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charges. If County's Project Director does not agree with the corrections or the explanation given by Contractor, issues and disputed charges shall be resolved in accordance with the Dispute Resolution Procedure in Paragraph 38 (Dispute Resolution Procedure).

**5.6.6 PAYMENT OF INVOICES**

Each invoice will be paid by County within forty-five (45) days following the date of such invoice, subject to Paragraph 5.6.5 (Invoice Discrepancies).

**6. ADMINISTRATION OF CONTRACT – COUNTY**

**6.1 COUNTY'S ADMINISTRATION**

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter "County's Administration"), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County's Administration). No member of County's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices, Work Orders, and Amendments). Unless otherwise specified, reference to each of the persons identified in Exhibit E (County's Administration) shall also include his/her designee. County shall notify Contractor in writing of any change in the names or addresses shown.

**6.2 COUNTY'S CONTRACT MANAGER**

County's Contract Manager shall be responsible for maintaining fully-executed copies of the Contract and all Change Notices, Work Orders, and Amendments thereto on behalf of the County, and for day-to-day management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates and licenses, permits, and accreditations under the Contract; receiving notices under the Contract; and acting on behalf of the County in the specified role under the Dispute Resolution Procedure.

**6.3 COUNTY'S PROJECT DIRECTOR**

County's Project Director will be responsible for ensuring that the objectives of this Contract are met. County's Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods services and other work provided by or on behalf of Contractor.

**6.4 COUNTY'S PROJECT MANAGER**

County's Project Manager will be responsible for ensuring that the technical, business and operational standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County's Project Manager shall have full authority to supervise Contractor's performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County's Project Manager will on a regular basis interface with Contractor's Project Manager. County's Project Manager will report to County's Project Director regarding Contractor's performance with respect to the technical, business and operational standards and requirements of this Contract.

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## **7. ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR’S ADMINISTRATION**

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 7 below, is set forth in Exhibit F (Contractor’s Administration). No member of Contractor’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices, Work Orders, and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All Resources provided by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

### **7.2 CONTRACTOR’S PROJECT DIRECTOR**

Contractor’s Project Director shall be a full-time employee of Contractor who shall be responsible for Contractor’s overall performance of the Services under the Contract and ensuring Contractor’s compliance with this Contract. Contractor’s Project Director shall be available to meet and confer with County’s Project Director and County’s Project Manager, as requested by County Project Director or County Project Manager, in person or by phone to review project progress and discuss project coordination.

### **7.3 CONTRACTOR’S PROJECT MANAGER**

Contractor’s Project Manager shall be a full-time employee of Contractor who shall be responsible for Contractor’s day-to-day activities related to this Contract. Contractor’s Project Manager shall interface with County’s Project Manager and County’s Project Director on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Scope of Work).

### **7.4 CONTRACTOR’S STAFF**

Contractor shall provide qualified staff, including any and all Resources, providing any Services or other work under the Contract. Contractor shall not use any staff based outside of the United States of America to perform any Services requiring such staff to come on County’s site, to have any access to any production County Data, and/or to have access to any of County’s production environments for its electronic systems.

Contractor shall remove and use commercially reasonable efforts to replace any staff working on this Contract when reasonably and in good faith requested to do so by County, based upon performance or reported instances of malfeasance, impropriety or violation of Contractor or County rules by the staff as outlined in Paragraph 7.6 (Rules and Regulations). Requests will be submitted to Contractor by County in writing stating the reasons for the requested removal.

### **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

7.5.1 Each of Contractor’s staff who during the course of performance of Services or other work hereunder will come on County’s site, have any access to production County Data, and/or have access to any of County’s production environments for its electronic systems, as determined by County in its sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State,

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local and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract for failure to pass a background investigation or if County receives a subsequent disqualifying factor.
- 7.5.3 County will request Contractor to advise the Contractor's staff member who received a subsequent disqualifying factor that such staff member may contact the County immediately to receive a copy of the Criminal Offender Record Information obtained from the Department of Justice through County's background investigation.
- 7.5.4 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to use commercially reasonable efforts to replace such staff so as to complete all Services and other work in accordance with the terms and conditions of this Contract.

## **7.6 RULES AND REGULATIONS**

During the time when Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations, provided that the same are provided by County to Contractor reasonably in advance of such assignment. In the event that County determines that an employee, subcontractor or agent of Contractor has violated any applicable rule or regulation, County shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Services in accordance with Paragraph 7.4 (Contractor's Staff) and upon receipt of written notice from County that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee, subcontractor or agent may adversely affect the provision of Services. Upon removal of any employee, subcontractor or agent, Contractor shall replace the employee, subcontractor or agent in accordance with Paragraph 7.4 (Contractor's Staff), using commercially reasonable efforts to minimize disruption of Services hereunder.

## **7.7 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.7.1 The County shall provide all staff assigned to this Contract with a photo ID badge when on the County premises in accordance with the County specifications. Specifications may change at the discretion of the County and the County shall provide the Contractor with such new specifications as required. The format and content of the badge is subject to the County's Project Director's approval prior to the Contractor implementing the use of the ID badge. The Contractor staff, while on duty in a County facility or on its grounds, shall prominently display the photo ID badge on the upper part of the body. Contractor personnel may be asked by a County representative to

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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.

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

7.7.3 If ISAB requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo ID badge at the time of removal from working on the Contract.

## **8. CHANGE NOTICES, WORK ORDERS, AND AMENDMENTS**

### **8.1 GENERAL**

No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. Any such revisions shall be accomplished only as provided in this Paragraph 8.

### **8.2 CHANGE NOTICES**

For any change which does not affect the scope of work, amount of payments, or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and an authorized representative of Contractor. Notwithstanding the foregoing, the ISAB Director or designee is specifically authorized to execute Change Notices exercising an option term as provided for in Paragraph 4.2.

### **8.3 WORK ORDERS**

All agreed-upon Work Orders under Paragraph 3.2 (Work Order Work) and amendments thereto may be signed on behalf of County by County's Project Director or designee and an authorized representative of Contractor.

### **8.4 AMENDMENTS**

Except as otherwise provided in this Contract, for any change which affects the scope of work, amount of payments, or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by the ISAB Director or designee and an authorized representative of Contractor. Notwithstanding the foregoing, the ISAB Director or designee is specifically authorized to execute Amendments on behalf of County without additional preauthorization by County's Board of Supervisors as follows: (a) do not materially affect the scope of work, amount of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Paragraph 9 (Assignment); and/or (c) implement a reduction pursuant to Paragraph 11 (Budget Reductions).

### **8.5 BOARD ORDERS**

County's Board of Supervisors, 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. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the ISAB Director.



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**9. ASSIGNMENT**

- 9.1** Contractor shall not assign its rights under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment without such consent shall be null and void. Such written consent shall not be unreasonably withheld or delayed. For purposes of this Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the Parties.
- 9.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 9.3** Any assignment of this Contract made by Contractor without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

**10. AUTHORIZATION WARRANTY**

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

**11. BUDGET REDUCTIONS**

In the event that 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, 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 and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Any such reduction shall be accomplished through a mutually agreed upon Amendment pursuant to Paragraph 8 (Change Notices, Work Orders, and Amendments). Except as set forth in the preceding sentence, or as otherwise provided in this Contract, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

**12. COMPLIANCE WITH APPLICABLE LAWS**

In performing the Services and other work under this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

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### **13. COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

### **14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

#### **14.1 JURY SERVICE PROGRAM**

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

#### **14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY**

14.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

14.2.2 For purposes of this Paragraph 14, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the 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 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written

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

14.2.4 Contractor's violation of this Paragraph 14 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 Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **15. CONFIDENTIALITY AND SECURITY**

### **15.1 CONFIDENTIAL INFORMATION**

- 15.1.1 Each Party (a "receiving party") shall maintain the confidentiality of all non-public information provided to it by the other Party (a "disclosing party") in connection with this Contract, and that is identified by the disclosing party as, or would be reasonably understood by the disclosing party to be, confidential and/or proprietary, including without limitation the events and circumstances which occur during the course of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Paragraph 15.1 and Paragraph 15.2 (Disclosure of Information). Without limiting the foregoing, (a) the County's Confidential Information shall include all County Data and other County Materials, and (b) Contractor's Confidential Information shall include all Work Product.
- 15.1.2 Notwithstanding Paragraph 15.1.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the receiving party; (b) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to the receiving party; and/or (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information.
- 15.1.3 Each Party shall inform all of its officers, employees, agents and subcontractors hereunder of the confidentiality provisions of this Contract. Each Party shall restrict access to Confidential Information only to persons and entities who need the Confidential Information to perform official duties under this Contract and, in the case of County, as permitted by the license granted in Paragraph 44.3. Contractor shall ensure that each Resource and any other person and entity performing work for or on behalf of Contractor shall sign and adhere to a written agreement containing confidentiality terms which are at least as restrictive as, and not inconsistent with, the terms of this Paragraph 15.1 or 15.2 (Disclosure of Information) prior to commencing any work under the Contract.
- 15.1.4 Notwithstanding anything herein to the contrary, each receiving party acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which such party discloses Confidential Information of the originally disclosing party.
- 15.1.5 County's compliance with this provision is subject in all respects to Paragraph 45 (Public Records Act).

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## 15.2 DISCLOSURE OF INFORMATION

- 15.2.1 With respect to any Confidential Information obtained by a receiving party pursuant to the Contract, such party shall: (a) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to the disclosing party a written notification regarding all requests for disclosure of any such Confidential Information made by any third party other than the receiving party's officers, employees, agents, or subcontractors with respect to which the receiving party shall have complied with this Paragraph 15; (c) not disclose, except as otherwise specifically permitted by the Contract, any such Confidential Information to any person or organization other than the disclosing party without the disclosing party's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, except as otherwise specified in this Contract, return all such Confidential Information to the disclosing party or maintain such Confidential Information according to the written procedures sent to the receiving party by the disclosing party for this purpose. Additionally, the receiving party shall be permitted to disclose Confidential Information of the disclosing party: (i) to the minimum extent necessary to enforce its rights under this Contract; and (ii) in the course of a regulatory examination, audit or inspection.
- 15.2.2 Without limiting the generality of the preceding paragraph, in the event a receiving party receives any court or administrative agency order, service of process, or request by any person or entity (other than such receiving party's professionals) for disclosure of any Confidential Information, the receiving party shall promptly notify (to the extent permitted by law) the disclosing party. Thereafter, the receiving party shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the receiving party shall use commercially reasonable efforts to delay such compliance and cooperate with the disclosing party to obtain relief from such obligations to disclose until the disclosing party shall have been given a reasonable opportunity to obtain such relief.
- 15.2.3 County's compliance with this provision is subject in all respects to Paragraph 45 (Public Records Act).

## 15.3 SECURITY

### 15.3.1 SECURITY POLICY

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "Information Security Policy"). The Information Security Policy will be communicated to all Contractor personnel and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

### 15.3.2 SYSTEM SECURITY

Notwithstanding anything to the contrary herein, Contractor shall provide all Services hereunder utilizing security technologies and techniques in accordance with the industry standards, Contractor's best practices and applicable County security policies, procedures and requirements set forth in this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of systems and networks.

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Without limiting the generality of the foregoing, Contractor shall implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies which are intended to prevent the introduction of any disabling device into the PIX Cloverleaf Software system and other County systems.

#### 15.3.3 ACCESS CONTROL

Contractor shall implement formal procedures to control access to its systems, services, and data, 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 properly configured firewalls;
- B. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- C. Applications will include access control to limit user access to information and application system functions; and
- D. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with Contractor's incident response policies and Paragraph 15.3.5 (Security Incident).

#### 15.3.4 SYSTEM DATA SECURITY

Contractor hereby acknowledges the right of privacy of all persons as to whom there exists in any County Data. Without limiting Paragraphs 15.1 and 15.2, Contractor shall protect, secure and keep confidential all such County Data in compliance with all applicable federal, state and local laws, rules, and regulations relating to confidentiality and information security. Additionally, Contractor shall not use County Data for any purpose or reason other than to fulfill its obligations under this Contract. Further, Contractor shall not remove or transfer production County Data off of County's electronic systems without ISAB Director's prior written authorization.

#### 15.3.5 SECURITY INCIDENT

With respect to any unauthorized use or disclosure of County Data within Contractor's possession, custody, or control of which Contractor becomes aware ("Security Incident"), Contractor shall provide prompt notification to the designated County security contact by telephone and subsequently via written notice of such potential or actual Security Incident. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Contractor shall take appropriate remedial measures intended to prevent the re-occurrence of such Security Incident and shall reasonably cooperate with the County to provide notifications to individuals affected by such Security Incident in accordance with applicable laws.

### 15.4 EQUITABLE REMEDY

Each Party acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the disclosing party, and therefore, that upon any such breach or any threat thereof, the disclosing party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent

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jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

**16. CONFLICT OF INTEREST**

**16.1** No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

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

**17. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should Contractor require additional or replacement Resources after the Effective Date to perform the Services set forth herein, Contractor shall use commercially reasonable efforts to give consideration for such 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 term of this Contract who are referred to Contractor by County.

**18. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**18.1** Should Contractor require additional or replacement Resources after the Effective Date, Contractor shall use commercially reasonable efforts to give consideration for any such openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position who are referred to Contractor by County.

**18.2** In the event that both equally qualified laid-off County employees and GAIN/GROW participants are available for hiring, Contractor shall use commercially reasonable efforts to give laid-off County employees first consideration over GAIN/GROW participants; provided further that Contractor is not precluded from hiring the GAIN/GROW participants over the laid-off County employees.

**19. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**19.1 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 County's policy to conduct business only with responsible contractors.

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**19.2 CHAPTER 2.202 OF THE COUNTY CODE**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

**19.3 NON-RESPONSIBLE CONTRACTOR**

County may debar a Contractor in accordance with the procedures outlined in Chapter 2.202 of the County Code and/or otherwise developed by County in accordance with such ordinance.

**19.4 SUBCONTRACTORS OF CONTRACTOR**

These terms of this Paragraph 19 shall also apply to subcontractors of County contractors.

**20. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also use commercially reasonable efforts to encourage its subcontractors performing any material portion of the Services, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

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**21. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM**

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

**21.2** If required by County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor’s duty under this Contract to comply with all applicable provisions of law, Contractor shall (a) fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees; and (b) fully comply with all lawfully served wage and earnings assignment orders and notices of assignment. In the event that Contractor fails to comply with applicable state and federal reporting requirements regarding employees, or fails to implement lawfully served wage and earnings assignment orders or notices of assignment, the same shall constitute a default under this Contract, and Contractor’s failure to cure the default within 90 days of notice by the County shall subject this Contract to termination. Contractor acknowledges that failure to comply with these requirements may be cause for debarment.

**22. CONTRACTOR’S 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 this 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.

**23. COUNTY’S QUALITY ASSURANCE PLAN**

County or its agent will evaluate Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract.



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**24. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS**

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

**25. EMPLOYMENT ELIGIBILITY VERIFICATION**

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. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**26. FACSIMILE REPRESENTATIONS**

County and Contractor hereby agree to regard facsimile or other electronic representations of original signatures of authorized officers of each Party, when appearing in appropriate places on the Amendments, Change Notices, and Work Orders prepared pursuant to Paragraph 8 (Change Notices, Work Orders, and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the Parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

**27. FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

**28. FORCE MAJEURE**

- 28.1** Neither Party shall be liable for such Party’s delay in performing its obligations under and in accordance with this Contract, if such delay 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 28 as “force majeure events”).
- 28.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit

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Contractor to meet the required performance schedule. As used in this Paragraph 28, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 28.3** 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.

**29. GOVERNING LAW, JURISDICTION AND VENUE**

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

**30. INDEPENDENT CONTRACTOR STATUS**

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

- 30.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all Contractor personnel performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

**31. INDEMNIFICATION**

- 31.1** Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its special districts, elected officials, officers, agents, employees and volunteers (“County Indemnities”), from and against any and all liability for personal injury, death, and property damage, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor’s directors’, officers’, employees’, subcontractors’ and other agents’ gross negligence or intentional misconduct arising from and/or relating to this Contract, except for loss or damage arising from the sole negligence or intentional misconduct of the County Indemnities.

- 31.2** Any legal defense(including negotiations for settlement) pursuant to Contractor’s indemnification obligations under this Paragraph 31 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, (i) the County must promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County must reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) County shall have the right to participate in any such defense at its sole cost and

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expense.

## **32. INSURANCE**

### **32.1 GENERAL**

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 32, including Paragraph 32.3 (Insurance Requirements), of this Base 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. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

### **32.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY**

- 32.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 32.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 32.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall at a minimum provide the full name of each insurer providing coverage and its NAIC (National Association of Insurance Commissioners) number, and identify any applicable endorsements.
- 32.2.4 Neither County's failure to obtain, nor 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 Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 32.2.5 Certificates and copies of any required endorsements shall be sent to County's Contract Manager, with a copy to County's Project Director, at the address set forth in Exhibit E (County's Administration).
- 32.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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### 32.3 INSURANCE REQUIREMENTS

#### 32.3.1 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its special districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. Subject to the applicable provisions of Paragraph 65 (Limitation of Liability), the full policy limits and scope of protection shall apply to County and its Agents as an additional insured, even if they exceed 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.

#### 32.3.2 INSURER FINANCIAL RATINGS

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

#### 32.3.3 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

#### 32.3.4 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, 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. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 32.3.5 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

#### 32.3.6 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

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

#### 32.3.7 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall include the Effective Date of this Contract. Contractor understands and agrees it shall

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maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**32.3.8 APPLICATION OF EXCESS LIABILITY COVERAGE**

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**32.3.9 SEPARATION OF INSUREDS**

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

**32.3.10 ALTERNATIVE RISK FINANCING PROGRAMS**

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

**32.4 CANCELLATION OF OR CHANGES IN INSURANCE**

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

**32.5 FAILURE TO MAINTAIN INSURANCE**

Contractor's failure to maintain or to provide reasonably acceptable evidence that it maintains required insurance policies and limits or breach of its material obligations under this Paragraph 32 (Insurance) shall constitute a material breach of this Contract, upon which County immediately may suspend or terminate this Contract.

**32.6 INSURANCE COVERAGE REQUIREMENTS**

**32.6.1 GENERAL LIABILITY**

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

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### 32.6.2 AUTOMOBILE LIABILITY

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

### 32.6.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

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

### 32.6.4 TECHNOLOGY PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

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

### 32.6.5 PRIVACY/NETWORK SECURITY (CYBER) LIABILITY

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$5 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **33. INTELLECTUAL PROPERTY INDEMNIFICATION**

**33.1** Contractor shall indemnify, hold harmless and defend County Indemnities 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 a third party claim against the County that any of the Work Product infringes any third party's patent, copyright, trade secret, or any other intellectual property right. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

**33.2** In the event any Work 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, Contractor, at its sole option and expense, may either:

- Procure for County all rights to continued use of the infringing Work Product; or

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- Replace the infringing Work Product; or
  - Modify the infringing Work Product so that it is free of claims; or
  - In the event the first three bulleted options are not possible, discontinue County's use of such infringing Work Product and refund to County an appropriate portion of the fees paid for the infringing Work Product based on the County's prior use of such Work Product.

**33.3** Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the infringing Work Product, either alone or in combination with other items not supplied by Contractor, in a manner for which the infringing Work Product was not designed nor intended, other than as recommended in writing in advance by Contractor.

**33.4** Contractor's obligations under this indemnification are expressly conditioned on the following: (i) County must promptly notify Contractor of any such claim; (ii) County must, in writing, grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise so long as such settlement or compromise does not result in payment of money by County or an admission of guilt by County (if County chooses to represent its own interests in any such action, County may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) County must reasonably cooperate with Contractor to facilitate the settlement or defense of the claim.

**33.5** Contractor will not have any liability hereunder to the extent the claim arises from (a) any modification of such Work Product by, on behalf of, or at the request of County (unless approved in writing in advance by Contractor); or (b) the use or combination of such Work Product with any computer, computer platform, operating system and/or data base management system other than provided by Contractor (unless approved in writing in advance by Contractor).

**33.6** THE FOREGOING SETS FORTH CONTRACTOR'S EXCLUSIVE OBLIGATION AND LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

**34. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Contract Manager, with a copy to County's Project Director, at the address set forth in Exhibit E (County's Administration) upon request.

**35. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

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and regulations.

- 35.2** Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 35.3** Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35.4** 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.
- 35.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 35.6** If Contractor violates any provisions of this Paragraph 35 with respect to performance of Services under this Contract, such violation shall grounds upon which County may terminate or suspend this Contract. Without limiting the County's right to otherwise enforce the terms of this Paragraph 35 or Contractor's right to challenge such determination in accordance with applicable law and/or regulations, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations with respect to performance of Services under this Contract shall constitute a finding that Contractor has violated the anti-discrimination provisions of this Contract.
- 35.7** The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract with respect to performance of Services under this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**36. NON-EXCLUSIVITY**

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

**37. 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 materially delay the timely performance of this Contract, that Party shall use commercially reasonable efforts to promptly give notice thereof, including all relevant information with respect thereto, to the other Party.



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## **38. DISPUTE RESOLUTION PROCEDURE**

- 38.1** It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.
- 38.2** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 38 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 38.3** In the event of any dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to County's Contract Manager and Project Manager and Contractor's Project Manager for the purpose of endeavoring to resolve such dispute.
- 38.4** In the event that the County's Contract Manager and Project Manager and Contractor's Project Manager are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 38.5** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the ISAB Director or designee. These persons shall have ten days to attempt to resolve the dispute.
- 38.6** 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.
- 38.7** All disputes utilizing this dispute resolution procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three levels described in this Paragraph 38, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.
- 38.8** Notwithstanding any other provision of this Contract, a Party's right to terminate this Contract or to seek injunctive relief, shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of the Party's rights and shall not be deemed to impair any claims that the such Party may have against the other or rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 38.9** Contractor shall bring to the attention of the County's Contract 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.

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**39. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall use commercially reasonable efforts to (i) notify its employees, and (ii) require each subcontractor performing any material portion of the Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws.

**40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall use commercially reasonable efforts to (i) notify and provide to its employees, and (ii) require each subcontractor performing any material portion of the Services to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**41. NOTICES**

**41.1** All notices or demands required or permitted to be given or made under this Contract, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of electronic mail transmission if followed by timely confirmation mailing.

**41.2** The notices and envelopes containing same to County shall be addressed to the applicable Parties as identified in Exhibit E (County's Administration).

**41.3** The notices and envelopes containing same to Contractor shall be addressed to the applicable Parties as identified in Exhibit F (Contractor's Administration).

**41.4** Addresses may be changed by either Party giving ten (10) day's prior written notice thereof to the other. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

**42. PROHIBITION AGAINST INDUCEMENT AND PERSUASION**

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither Party shall in any way intentionally induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists against any hiring action initiated through a public announcement.

**43. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS**

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's Services rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

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#### **44. PROPRIETARY RIGHTS**

- 44.1** Contractor owns and will own all right, title and interest, including copyright and other intellectual property rights, to all materials, software, New Interfaces, tools, technical information, and other work product, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals generated from the Services (“Work Product”). Contractor shall use commercially reasonable efforts to plainly and prominently mark any and all Work Product as “trade secret,” “confidential,” or “proprietary,” provided that Contractor’s failure to so mark such Work Product shall not prejudice Contractor’s ownership rights in such Work Product.
- 44.2** Contractor additionally owns and will own all right, title and interest, including copyright and other intellectual property rights, to any and all materials, software, tools, and technical information, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals, (i) which are acquired or developed, or were originally acquired or developed, by Contractor outside the scope of this Contract and (ii) which Contractor desires to use in connection with the Services (“Contractor Materials”). Contractor shall use commercially reasonable efforts to plainly and prominently mark any Contractor Materials as “trade secret,” “confidential,” or “proprietary,” provided that Contractor’s failure to so mark such Contractor Materials shall not prejudice Contractor’s ownership rights in such Contractor Materials. Any and all Contractor Materials that Contractor uses hereunder shall constitute Work Product.
- 44.3** Subject to the terms and conditions of this Services Agreement, Contractor grants County a perpetual, non-exclusive, non-transferable license to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product for County’s internal business purposes for installation, development, test, production, support, archival, emergency restart, and disaster recovery purposes. This license includes, but is not limited to, the ability (a) to operate the Work Product on the PIX Cloverleaf Software or any other platform, and (b) to allow third parties to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product as is necessary to provide application management services for the PIX Cloverleaf Software (or any other applicable platform on which the Work Product is operated) of the type described in the Scope of Work, provided that, with respect to clause (b), County obligates such third parties in writing to maintain the confidentiality of the Work Product pursuant to a written agreement containing confidentiality terms which are at least as onerous as, and not inconsistent with, the terms of Paragraphs 15.1 (Confidential Information) and 15.2 (Disclosure of Information).
- 44.4** County shall be the sole owner of all right, title and interest, including copyright and other intellectual property rights, in and to all County Data. As between County and Contractor, ownership of Existing Interfaces (and any configuration files and documentation related thereto) shall be as provided in one or more agreements as may exist between the Parties (or their respective predecessor’s in interest), notwithstanding any modifications that Contractor may make to such Existing Interfaces in connection with the Services under this Contract, provided further that such modifications (but not the Existing Interfaces) shall be deemed to be Work Product under this Contract.

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## **45. PUBLIC RECORDS ACT**

- 45.1** Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 47 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) used in the solicitation process for this Contract, may be regarded as public records in accordance with California Government Code Section 6250 et seq. ("California Public Records Act"), unless an exemption applies under the California Public Records Act. County shall give reasonable advance notice to Contractor (to the extent permitted by law) and reasonably consult with Contractor in the event it receives a request for disclosure under the California Public Records Act of any of Contractor's documents and information; provided, however, that County is in no way required to violate its obligations under the California Public Records Act in order to comply with its obligation to provide reasonable advance notice to and to reasonably consult with Contractor.
- 45.2** If Contractor reasonably and in good faith considers any of its documents and information, including, but not limited to, its Confidential Information, to be exempt from disclosure under the California Public Records Act, Contractor shall use commercially reasonable efforts to plainly and prominently mark it as "trade secret," "confidential," or "proprietary," prior to its submission to County, although Contractor may identify and plainly and prominently mark additional documents and information as "trade secret," "confidential," or "proprietary," during the consultation described in Paragraph 45.1.
- 45.3** In the event County is required to defend an action on a Public Records Act request for any of Contractor's documents and information, whether or not marked "trade secret," "confidential" or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- 45.4** Notwithstanding Paragraph 15 (Confidentiality and Security), County will not be liable to Contractor for any disclosure made by or on behalf of County pursuant to a request under the California Public Records Act of any of Contractor's documents and information, including but not limited to Work Product, that are not plainly and prominently marked as described in Paragraph 45.2 above, provided that County has complied with its obligation under Paragraph 45.1 regarding reasonable advance notice.

## **46. PUBLICITY**

- 46.1** Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director or designee. County shall not unreasonably withhold written consent.
- 46.2** Contractor may, without the prior written consent of County, indicate in its proposals and sales

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materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 46 shall apply.

**47. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

- 47.1** Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. Contractor agrees to make available to the County copies of or electronic access to such records. All such material shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time.
- 47.2** In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 47.3** 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 County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be repaid by Contractor to County by cash payment. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 47.4** Failure on the part of Contractor to comply in any material respect with any of the provisions of this Paragraph 47 shall constitute grounds upon which County may terminate or suspend this Contract.

**48. RECYCLED BOND PAPER**

Contractor acknowledges that it is the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, by using recycled-content paper to the maximum extent possible.

**49. SUBCONTRACTING**

- 49.1** Provision of Resources and/or other staff used to directly perform Services under this Contract may not be subcontracted by Contractor without the advance written approval of County, such approval not to be unreasonably withheld or delayed. Any such attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 49.2** If Contractor desires to subcontract provision of Resources and/or other staff used to directly perform Services under this Contract, Contractor shall provide the following information

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promptly upon County's request:

- (a) A description of the work to be performed by the subcontractor; and
  - (b) Other pertinent information and/or certifications reasonably requested by County.
- 49.3** Contractor shall indemnify and hold 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 Contractor employees.
- 49.4** Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 49.5** County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
- 49.6** Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 49.7** Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage.

**50. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the applicable requirements set forth in Paragraph 21 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute grounds upon which County may terminate or suspend this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.202.

**51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM**

Failure of Contractor to maintain compliance with the applicable requirements set forth in Paragraph 22 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute grounds upon which County may terminate or suspend this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

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**52. TERMINATION FOR CONVENIENCE**

- 52.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent. Notwithstanding the foregoing, County may only terminate Services under Task 2 of Exhibit A (Scope of Work) pursuant to this Paragraph 52 by giving written notice of termination no less than thirty (30) days prior to the start of the next annual period, such termination to be effective at 11:59 p.m. Pacific Time on the last day of the then-current annual period.
- 52.2** After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice; and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 52.3** In the event of a termination by County pursuant to this Paragraph 52, County shall remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred in accordance with Paragraph 5.2 of this Contract through the effective date of termination.

**53. SUSPENSION OF WORK; TERMINATION BY CONTRACTOR FOR FAILURE TO PAY INVOICES**

- 53.1** In the event County fails to pay one or more invoices within the timeframe required by Paragraph 5.6.6 (Payment of Invoices), and County has not cured such failure within forty-five (45) days (or such longer period of time as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure, then Contractor may suspend performance of Services related to the invoice(s) for which County has failed to pay.
- 53.2** If County has not cured such failure within thirty (30) days of the start of Contractor's suspension of performance under Paragraph 53.1, then Contractor may terminate this Contract and/or the applicable Work Order effective immediately upon written notice given to County.
- 53.3** If County cures such failure within thirty (30) days of the start of Contractor's suspension of performance under Paragraph 53.1, Contractor shall immediately recommence performance of the suspended Services and shall continue such performance in accordance with the terms of this Contract.

**54. TERMINATION FOR DEFAULT**

- 54.1** County may, by written notice to Contractor, terminate the whole or any part of this Contract and/or any Work Order, if, in the judgment of County, Contractor materially fails to perform or comply with the requirements of the Statement of Work or any Work Order or otherwise materially breaches this Contract and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor shall not be entitled to any cure

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period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

**54.2** If, after County has given notice of termination under the provisions of this Paragraph 54, it is determined that Contractor was not in default under the provisions of this Paragraph 54, or that the default was excusable under the provisions of this Paragraph 54, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 52 (Termination for Convenience).

**54.3** Contractor may, by written notice to County, terminate the whole or any part of this Contract and/or any Work Order, if, in the judgment of Contractor, County materially breaches this Contract (other than with respect to a failure by County to pay invoices for which the procedure set forth in Paragraph 53 (Suspension of Work; Termination by Contractor for Failure to Pay Invoices) and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within sixty (60) days (or such longer period as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure or breach, except that County shall not be entitled to any cure period, and Contractor may terminate immediately, in the event that County's failure to perform or comply is not reasonably capable of being cured.

## **55. TERMINATION FOR IMPROPER CONSIDERATION**

**55.1** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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 Contractor's performance pursuant to this Contract.

**55.2** Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

## **56. TERMINATION FOR INSOLVENCY**

**56.1** County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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



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

**56.2** Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Contract, County may elect to retain its rights under the Contract, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Contract. The foregoing shall survive the termination or expiration of the Contract for any reason whatsoever.

**57. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE**

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

**58. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

**59. EFFECT OF TERMINATION**

**59.1** In the event County terminates this Contract in whole or in part as provided herein, then:

1. Contractor shall promptly return to County any and all originals and copies of County's Confidential Information and the County Materials that relate to that portion of the Contract and work terminated by County. Upon County's request therefor, Contractor shall provide a written certification from an authorized officer certifying Contractor's compliance with this requirement; and
2. Contractor shall transfer and deliver to County all completed Work Product and all Work Product in progress, in a media reasonably requested by County; and
3. Contractor and County shall continue the performance of this Contract to the extent not terminated; and
4. Except as otherwise provided herein, receiving party shall return all copies of all Confidential Information of the disclosing party in a media reasonably requested by the disclosing party. Upon a disclosing party's request therefor, the receiving party shall provide a written certification from an authorized officer certifying the receiving party's compliance with this requirement; and
5. Contractor shall maintain all records required to be maintained by Contractor under Paragraph 47 (Record Retention and Inspection/Audit Settlement); and

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6. In the event Contractor terminates under Paragraph 53.2 or Paragraph 54.3, County shall remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred in accordance with Paragraph 5.2 of this Contract through the effective date of termination; and
  7. In the event County terminates under Paragraph 54.1 as a result of Contractor's failure to perform Services in accordance with the terms hereof directly relating to Contractor's performance of such Services, Contractor shall reimburse County for all prepaid fees that have not yet been earned by Contractor.
- 59.2** For 90 calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), County may request Contractor to provide services in the form of Work Order work to assist County to transition operations from Contractor to County or to County's designated third party ("Transition Services"). The Transition Period may be modified as agreed upon in writing by the Parties pursuant to a Work Order. Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services using the rates set forth in Exhibit B (Pricing Schedule) for Work Order work. Upon execution of a mutually agreed Work Order for such Transition Services, Contractor shall provide the County with all of the Transition Services as provided in such Work Order. This Paragraph 59.2 shall control over any conflicting provisions of Paragraphs 3.4 (Unauthorized Work) or 5.5 (No Payment for Services Provided Following Expiration/Termination of Contract).

**60. TIME OFF FOR VOTING**

Contractor shall use commercially reasonable efforts to notify its California-based employees, and shall use commercially reasonable efforts to require each subcontractor performing any material portion of the Services, if any, to notify and provide to its employees, information regarding the California time off for voting law (California Elections Code Section 14000), which efforts may include not less than ten (10) calendar days before every statewide election, posting 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 meeting the applicable requirements of California Elections Code Section 14000.

**61. 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 shall not be affected thereby.

**62. WAIVER**

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 62 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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**63. WARRANTY AGAINST CONTINGENT FEES**

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 Contractor for the purpose of securing business.

For breach of this warranty, County shall have the right to terminate and/or suspend this Contract.

**64. WARRANTIES**

**64.1 WARRANTIES REGARDING TASK 3 SERVICES**

Contractor warrants to County that, for the period beginning on the specific date of the applicable Work Order and continuing for ninety (90) days after the completion of Services and other work pursuant to that Work Order, Contractor will render all Services (and related Work Product) which are part of Task 3 of Exhibit A (Scope of Work) without material Deficiencies. If County notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services and re-provide such Work Product in compliance with the foregoing warranty. If despite its reasonable efforts, Contractor is unable to provide County with such Services and/or Work Product in compliance with the foregoing warranty, then Contractor shall, subject to the limitations set forth in Paragraph 65 (Limitation of Liability), provide County with a credit in an appropriate amount equal to the portion of the fees paid with respect to the Deficient portion of the applicable Services and/or Work Product, which credit may be applied by County toward any other fees then-payable or to be payable during the Term of this Contract or any expenses then-reimbursable or to be reimbursable during the Term of this Contract; provided, however, that at the expiration or termination of this Contract, Contractor shall promptly pay to County in cash the remaining balance of credits. The foregoing remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations, for breach of the warranty contained in this Paragraph 64.1. After the applicable warranty period, Contractor's obligations to correct Deficiencies with the Services and Work Product are as set forth in Task 2 of Exhibit A (Scope of Work).

**64.2 GENERAL WARRANTIES**

Contractor represents, warrants, covenants and agrees that throughout the term of this Contract:

1. Contractor warrants that the Services will be performed using reasonable care and skill and according to the technical specifications, configurations, standards, functions and/or requirements as may be specified in the applicable Statement of Work, and/or any applicable Work Order and in a professional and workmanlike manner and consistent with generally accepted industry standards.
2. All documentation delivered under this Contract shall be in accordance with applicable County standards as may be specified in any applicable Work Order.
3. In performance of its Services under the Contract, Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus," "lockup," "time bomb," or "key lock," "worm," device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or

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accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Contract, nor shall contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County's systems.

**64.3 WARRANTY PASS-THROUGH**

Contractor shall pass through to County to the fullest extent authorized, any applicable warranty or indemnity offered by any manufacturer of any third party software product that forms a part of the Services and which are provided by Contractor under this Contract.

**64.4 DISCLAIMER OF OTHER WARRANTIES**

Other than as expressly set forth in this Paragraph 64, elsewhere in this Contract, and/or in any Work Order, Contractor makes no other warranties whatsoever, express or implied, with regard to any Services or other work provided under this Contract and/or any Work Order, in whole or in part. Contractor explicitly disclaims all warranties of non-infringement, merchantability and of fitness for a particular purpose.

**65. LIMITATION OF LIABILITY**

**65.1 THE TOTAL LIABILITY OF EACH PARTY AND ITS RESPECTIVE AFFILIATES AND CONTRACTORS IN CONNECTION WITH THIS CONTRACT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED \$1,350,000.**

**65.2 IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE SAKE OF CLARITY, BUT WITHOUT LIMITING WHAT WOULD OTHERWISE BE CHARACTERIZED AS DIRECT DAMAGES, THE FOLLOWING COSTS, TO THE EXTENT ACTUALLY INCURRED BY A PARTY AS A RESULT OF THE OTHER PARTY'S UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION SHALL BE DEEMED TO BE DIRECT DAMAGES: (I) THE COSTS OF PROVIDING NOTICE TO AFFECTED PERSONS AS REQUIRED BY APPLICABLE LAW; (II) THE COST OF ESTABLISHING AND OPERATING A CALL CENTER TO FIELD INQUIRIES RELATED TO SUCH BREACH FOR AT LEAST 90 DAYS (OR LONGER AS REQUIRED BY APPLICABLE LAW); AND (III) THE COST OF PROVIDING CREDIT MONITORING SERVICES TO AFFECTED PERSONS AS REQUIRED BY APPLICABLE LAW.**

**65.3 PARAGRAPH 65.1 SHALL NOT APPLY TO (A) INDEMNIFICATION OBLIGATIONS ARISING UNDER PARAGRAPHS 31 (INDEMNIFICATION) OR 33 (INTELLECTUAL PROPERTY INDEMNIFICATION); (B) DAMAGES, LOSSES, OR LIABILITIES (COLLECTIVELY IN THIS PARAGRAPH 65.3, "DAMAGES") ARISING FROM A PARTY'S UNAUTHORIZED DISCLOSURE OF PERSONAL INFORMATION DUE TO A**

---

BREACH OF OBLIGATIONS UNDER PARAGRAPH 15 (CONFIDENTIALITY AND SECURITY) RESULTING FROM SUCH PARTY'S FAILURE TO ADHERE TO PARAGRAPH 15 (CONFIDENTIALITY AND SECURITY) AND/OR ITS DOCUMENTED SECURITY POLICIES AND PROCEDURES (IN WHICH CASE SUCH PARTY'S LIABILITY FOR DAMAGES SHALL BE FURTHER LIMITED TO A MAXIMUM OF \$5,000,000); (C) DAMAGES RESULTING FROM A PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (D) DAMAGES RESULTING FROM A PARTY'S INTENTIONAL MISCONDUCT; AND (E) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW.

**65.4** THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN PARAGRAPH 64.1 (WARRANTY REGARDING TASK 3 SERVICES) AND THIS PARAGRAPH 65 (LIMITATION OF LIABILITY) WILL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS CONTRACT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

**66. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING**

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**67. RIGHTS AND REMEDIES NOT EXCLUSIVE**

Except as otherwise expressly stated herein, the rights and remedies of the provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**68. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which when taken together shall constitute one in the same document.

**69. NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of this Contract, the Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract, except that this provision shall not be construed to diminish the Contractor's indemnification obligations hereunder.

**70. SURVIVAL**

The provisions in the following Paragraphs shall survive the expiration or termination of this Agreement for any reason:

- 1 Interpretation

---

3.2	Work Order Work
3.3	Acceptance of Work
3.4	Unauthorized Work
5	Contract Sum
8	Change Notices, Work Orders, and Amendments
15	Confidentiality and Security
29	Governing Law, Jurisdiction and Venue
31	Indemnification
32	Insurance
33	Intellectual Property Indemnification
38	Dispute Resolution Procedure
41	Notices
44	Proprietary Rights
45	Public Records Act
46	Publicity
47	Record Retention and Inspection/Audit Settlement
49.3	
59	Effect of Termination
61	Validity
62	Waiver
64	Warranties
65	Limitation of Liability
67	Rights and Remedies Not Exclusive
69	No Third Party Beneficiaries
70	Survival


---

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:  
INFORMATION SYSTEMS ADVISORY BODY

By   
Fernando Angell, Acting Director

CONTRACTOR:  
INFOR PUBLIC SECTOR, INC.

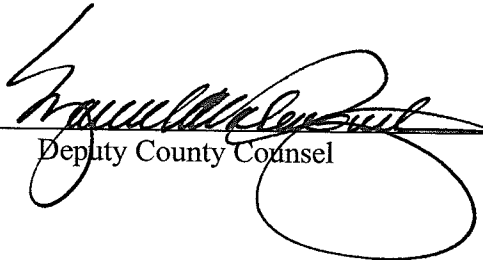
By   
Signature

Brad Steiner  
Print Name

Title VP & Deputy General Counsel

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy County Counsel

---

**EXHIBIT A**  
**SCOPE OF WORK**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**



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**1. GENERAL**

**1.1 INTRODUCTION**

This Exhibit A (“Scope of Work” or “SOW”), which is part of the Statement of Work, sets forth the scope of work in the contract for Los Angeles County’s (“County”) PIX Cloverleaf Application Management Services (as further described herein, "Services") described herein for all Infor Corporation Proactive Information eXchange Cloverleaf integration software platform (as further defined in the Contract referenced below, “PIX Cloverleaf Software” or “Software”) based applications operated by the County’s Information System Advisory Body (“ISAB”) justice department member agencies.

This Scope of Work is attached to that certain Contract entered into as of \_\_\_\_\_, 2017 (together with all Exhibits and Attachments thereto, the “Contract”), by and between the County and Inform Public Sector, Inc., a California corporation (“Contractor”). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

**1.2 OVERVIEW**

PIX Cloverleaf Software supports operational processes for the full justice lifecycle by transmitting and monitoring near real-time data on case transactions among 100-plus systems across over 60 agencies and departments for the County and other governmental agencies. Approximately 1.3 million datagrams are currently exchanged through PIX Cloverleaf Software each day. The County currently has additional PIX Cloverleaf Software Interfaces in discussion for future development. These include but are not limited to:

1. Juvenile Automated Index (JAI) replacement Interfaces
2. Superior Court Odyssey Case Management System(s)
3. LASD Countywide Warrant System

Like any enterprise software platform, PIX Cloverleaf Software requires platform expertise to manage and maintain, including tasks such as setting up, configuring, and refactoring PIX Cloverleaf Software components, addressing change requests, applying updates and generally assuring the health and reliability of systems. With multiple applications in or nearing production, economies of scale can be realized by having a single resource group maintain those applications.

The Services described in this SOW are designed to maintain County’s PIX Cloverleaf Software production systems from end-user administration through application enhancement and system upgrades. Contractor will work with County resources to ensure that the systems are managed and maintained as designed and are kept up-to-date with the latest releases and features of Infor Corporation’s (“Infor”) Cloverleaf integration software platform (“Cloverleaf”) base product. Consultants must have knowledge of best practices for keeping a production system up-to-date and must be able to develop and maintain high availability and business continuity strategies.

This Scope of Work shall include, but not be limited to, the following Services:

- Conducting an initial assessment and site evaluation of the current ISAB PIX Cloverleaf Software environments to identify areas where re-architecture and/or re-engineering is needed.
- Assisting ISAB member agencies with the day to day maintenance and support of PIX Cloverleaf Software Interfaces.
- Providing PIX Cloverleaf Software Interface management and monitoring services.

*EXHIBIT A – SCOPE OF WORK*

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- Providing on-going support and management assistance of current system operation environments.
- Re-architecting and migrating Existing Interfaces to use leverage appropriate PIX Cloverleaf Software tools and components.
- Providing system analysis, development, deployment, testing, and support for new PIX Cloverleaf Software Interfaces.

**2. MINIMUM QUALIFICATIONS**

The Contractor shall provide Resources to perform Services under this Agreement who meet each of the requirements set forth in the attached *Exhibit A1 (Minimum Skills Requirements)*, which are incorporated herein by reference.

**3. CONSULTANT RESPONSIBILITIES**

Under the direction of County’s Project Manager, the Contractor shall perform the tasks as set forth in the Statement of Work, including this SOW.

The Contractor shall work closely with ISAB in the technical maintenance and support of justice Interfaces using PIX Cloverleaf Software and providing some Interface development services for the existing PIX Cloverleaf Software deployed by ISAB. The Contractor will perform the Interface development and technical support tasks as directed by County’s Project Manager, provided that engagement of Contractor to perform work under Task 3 must be in accordance with Paragraph 3.2 (Work Order Work) of the Base Contract.

Contractor’s responsibilities and qualifications shall include, but not be limited to:

- Contractor must be available to address production support issues 24 hrs /365 days a year.
- Each Resource used by Contractor shall have proven experience and execution skills, including excellent written and interpersonal skills, ability to work creatively and analytically in a problem-solving environment and excellent client relationship skills.

**4. SCOPE OF SERVICES**

The selected Contractor will be required to provide at a minimum the Services specified in this *Section 4* below.

**TASK 1 CATEGORY: Site Assessment and Evaluation**

- Provide an enterprise site evaluation in the areas of:
  - a. PIX Cloverleaf Software Architecture and Design Best Practices
  - b. Security
  - c. Integration Standards
  - d. Performance / Capacity Planning
  - e. Monitoring and Management Best Practices
  
- Provide a written report on the findings and recommendations which will be reviewed with the County in detail. The report will contain, at a minimum:
  - a. Documentation regarding the client’s Cloverleaf environments.
  - b. Results and recommendations across all identified areas of evaluation.
  - c. An Executive Summary, graphically grading different categories at a glance.

- d. Statistical performance data benchmarks on the production environment.

**TASK 2 CATEGORY: Maintain and Support Deployed Interfaces and Environments**

For support and maintenance of the current PIX Cloverleaf Software environments, tasks to be performed by the Contractor shall include but are not limited to the following:

- User administration
- Proactive 24/7 monitoring to include:
  - Regular monitoring and health checks to keep application up and running
  - Suggest and implement best practices in technical areas
- Software patch installation and testing
- Error troubleshooting and resolution
- Resending / replaying necessary messages
- Identify, document and resolve security issues
- Interface modification, testing, and deployment
- Monitoring Interfaces for performance issues
- Monitor the overall health and status of the PIX Cloverleaf Software environments
- Migrate identified Interface components to adhere to recommended architecture and to utilize appropriate PIX Cloverleaf Software components and tools
- Engage with Infor Xtreme Support for product defects and/or issues and coordinate and supervise all activities with Infor up to and including defect/issue resolution
- Document and maintain a support knowledge base for best practices and common issue resolution
- Maintain and deploy mutually agreed set of Alerts across production Interfaces, which will be designed to let support staff know when there are problems with the PIX Cloverleaf Software environments. Alerts will be configured to initially perform self-healing actions to resolve the issue. Contractor’s response to Alerts will correspond to the issue table below.
- Maintain all necessary or desirable communication with (and as requested by) County’s Project Manager during the course of performance of all Services
- Provide project management and coordination services including status calls, project planning and issue tracking
- Create and maintain an Contractor support contact and escalation point document
- Create and maintain production issues and resolution log
- Respond to production issues according to the following service levels:

Issue Level	Phone or email response time*	Issue Resolution
Critical (One or more agencies are unable to use one or more components of PIX Cloverleaf	< 1 hour	Continuously work with ISAB team until a path to resolution is agreed upon with ISAB and

**EXHIBIT A – SCOPE OF WORK**

Issue Level	Phone or email response time*	Issue Resolution
Software)		resolution is achieved
High (One or more agencies’ use of one or more components of PIX Cloverleaf Software is significantly impacted)	≤ 2 hours	4 hours to agree to resolution with ISAB; continuously work on resolution until resolution is achieved
Medium (One or more agencies’ use of one or more components of PIX Cloverleaf Software is impacted in a less severe manner that does not constitute a Critical or High Issue Level)	≤ 4 hours	8 hours to agree to resolution with ISAB; continuously work on resolution during normal business hours until resolution is achieved
Low (A question concerning use or implementation of one or more components of PIX Cloverleaf Software; a desire to revise performance of one or more components of PIX Cloverleaf Software in a cosmetic manner)	≤ 8 hours	24 hours to agree to resolution with ISAB; resolution to be achieved no later than end of next calendar month, unless otherwise mutually agreed upon by project managers

\* For purposes of this Scope of Work, Contractor’s response time obligation is met at the point in time when Contractor has assigned a Resource or other staff member to work on an issue and the Resource or other staff member has engaged work on such issue in accordance with this Scope of Work.

**TASK 3 CATEGORY: New Interface Development and Other Professional Services**

For New Interface development or other PIX Cloverleaf Software related services requested by the County, work will be provided by Contractor pursuant to Work Orders entered into in accordance with Paragraph 8.3 (Work Orders) of the Contract. Tasks that may be performed by the Contractor shall include but are not limited to the following:

- Conduct project kick off meeting
- Provide project management services for New Interface development
- Analysis of customer business processes
- Validate and document business flows and processing rules
- Preparation of Interface design specifications
- Complete and document data mapping and translation rules
- Identify, document and resolve security issues

- Develop adapters to relevant agency systems
- Build Interfaces within PIX Cloverleaf Software platform
- Creation of unit test scenarios
- Creation of Microsoft PowerPoint presentations
- Creation of Visio Professional diagrams
- Testing of all aspects of Interface
- Deployment to test and production environments
- Stable operation of Interface(s) in production environment for 15 days or ready for production use for greater than 90 days
- Maintain all necessary or desirable communication with (and as requested by) County's Project Manager during the course of performance of all Services

Exhibit A2 to this Scope of Work lists anticipated tasks, deliverables, and payment milestones for each New Interface development project under this Task 3.

In addition to New Interface development, the Services provided Contractor under this Task 3 may include other professional services related to the PIX Cloverleaf Software that are not included under Task 2.

**5. CREDITS REGARDING TASK 2 SERVICES**

During each calendar month of each annual period during the Term of the Contract, if the PIX Cloverleaf Software experiences any production issues of Issue Level Critical with respect to which Contractor fails to meet its response time obligations regarding such issue(s), County shall, at its election, be entitled to a credit for each such issue in an amount equal to \$4,000, up to a maximum amount of \$24,000 annually. Notwithstanding the foregoing, for each annual period during the Term of the Contract, County shall not be entitled to assess a credit under this Section 5 regarding the first Issue Level Critical occurring during such annual period with respect to which Contractor fails to meet its response time obligations regarding such issue.

County may apply any and all credits received under this Section 5 toward any other fees then-payable or to be payable during the Term of this Contract or any expenses then-reimbursable or to be reimbursable during the Term of this Contract; provided, however, that at the expiration or termination of this Contract, to the extent that no other fees will be payable or no other expenses will be reimbursable, in each case, during the Term of this Contract, Contractor shall promptly pay to County in cash the remaining balance of credits.

## **EXHIBIT A1**

### **MINIMUM SKILLS REQUIREMENTS**

This Exhibit A1 is attached to that certain Contract entered into as of August 15, 2017 (together with all Exhibits and Attachments thereto, the "Contract"), by and between the County of Los Angeles ("County") and Inform Public Sector, Inc., a California corporation ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

The Contractor must be able to provide the required number of Resources to provide Services under the Contract during the Contract Term, each of which Resource must meet the following minimum qualifications:

1. Cloverleaf Intermediate (Level 2) or higher certification.
2. Four (4) years of architecture, development, and technical support experience with Infor Corporation's Cloverleaf Software Version 6.x or higher within the last six (6) years in at least 1 medium to large scale project (integration environment processing over 100,000 messages/day and at least 100 interfaces) that was deployed in a customer's production environment.
3. Two (2) years of development experience (within the last five (5) years) with the Cloverleaf Tool Command Language (TCL) API and programming model.
4. Two (2) years of experience (within the last five (5) years) with XML data structures and technologies including XML/XSD/XSLT/XPATH.
5. Two (2) years of experience (within the last five (5) years) in developing SOAP or REST Web Services using the Cloverleaf Application Adapter framework (CAA-WS).
6. Two (2) years of experience (within the last five (5) years) integrating with data sources using Data Integrator.
7. One (1) year of experience (within the last three (3) years) with Cloverleaf security configuration using Security Server.
8. One (1) year of experience (within the last three (3) years) with Cloverleaf monitoring/alert tools such as Global Monitor.
9. One (1) year of experience (within the last three (3) years) with secure File Transfer Protocols such as FTP/SFTP/FTPS using Secure Messenger.
10. One (1) year of experience (within the last three (3) years) with shell scripting in a UNIX operating environment.



## EXHIBIT A2

### EXPECTED TASK 3 TASKS AND PAYMENT MILESTONES

This Exhibit A2 is attached to that certain Contract entered into as of August 15, 2017 (together with all Exhibits and Attachments thereto, the "Contract"), by and between the County of Los Angeles ("County") and Inform Public Sector, Inc., a California corporation ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

For new interface development under Task 3 of Exhibit A (Scope of Work), it is anticipated that the scope of work required attached to a Work Order for such work under Paragraph 3.2 (Work Order Work) of the Base Contract, will include Contractor's performance of some or all of the following tasks where appropriate. It is also anticipated that the payment schedule required to be attached to a Work Order for such work will identify the milestones upon Contractor's completion and County's Acceptance of which the Contractor will invoice the County and County will make payments in accordance with Paragraph 5.6 (Invoices and Payments) of the Base Contract. These anticipated milestones are indicated with an asterisk (\*) in the deliverable/task list below.

- Conduct project kick off meeting (\*)
- Provide project management services for New Interface development
- Analysis of customer business processes
- Validate and document business flows and processing rules
- Preparation of Interface design specifications
- Complete and document data mapping and translation rules (\*)
- Identify, document and resolve security issues
- Develop adapters to relevant agency systems
- Build Interfaces within PIX Cloverleaf Software platform (\*)
- Creation of unit test scenarios
- Creation of Microsoft Power Point presentations
- Creation of Visio Professional diagrams
- Testing of all aspects of Interface
- Deployment to test and production environments
- Stable operation of Interface(s) in production environment for 15 days or ready for production use for greater than 90 days (\*)
- Maintain all necessary or desirable communication with (and as requested by) County's Project Manager during the course of performance of all Services

**EXHIBIT A3**  
**SAMPLE WORK ORDER**

**SEE ATTACHED**

The Infor logo, consisting of the word "infor" in white lowercase letters on a red square background.

# Infor Consulting Fixed Price Services Work Order

**CUSTLEGALNAME**

**CUSTPROPNAME**

Submitted by:

**CPNAME, CPTITLE**

Phone: **CPPHONE**

Email: **CPEMAIL**

**DUE DATE**

#### Infor Statement of Proprietary Information

The material contained in this Services Work Order represents proprietary information pertaining to Infor products and methods.

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The Infor logo, consisting of the word "infor" in white lowercase letters on a red square background.

*Proprietary to Infor (US), Inc.*

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## Introduction

This Work Order ("Work Order") is subject to all terms and conditions of the Contract for PIX Cloverleaf Application Management Services between Infor Public Sector, Inc. ("Contractor") and the County of Los Angeles ("County") with an Effective Date of DATE (together with its Exhibits, the "Contract" or "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of the Services Agreement control over this Work Order. Absent Infor's signature below, the offer specified in this Work Order expires if not executed by County on or before DATE.

<b>Effective date of this Work Order:</b>	
<b>Work Order Number:</b>	
<b>Prepared By:</b>	
<b>Project Name:</b>	

## Project Overview

<NOTE: Enter High Level description of Project Approach> Example: County intends to engage Contractor to develop a Custom Interface for its X and Y systems as further described below. This section may be relatively short – or several paragraphs.>

# 1.0 Project Scope

(If applicable a brief statement of that is included in the scope in each of the areas below – It is recommended to set a specific number of hours allocated to each of the areas below – If not applicable – delete the sub-section)

## 1.1 Overview of Services

## 1.2 Interfaces and other Work Product Included in the Project Scope

**CUSTSHORTNAME** Interface/Work Product List and Description:

- Product X
- Product Y
- Product Z

### License Scope Assumptions and **CUSTSHORTNAME** Obligations

(Representative Examples- Note that specifying a specific Interface version creates a delivery requirement, and Rev Rec needs to be informed):

- Installation and Initiation
- Elaboration
- Construction
- Transition
- Data Migration and Conversion Allocation
- Interface/Integration Scope
- Extensions and Modifications Scope
- Reports Scope
- Project Training Scope
- Technical Infrastructure Scope
- Go-Live Scope
- Security Scope

## 2.0 Project Approach

### 2.1 Implementation Approach – Infor Deployment Method

Contractor's Deployment Method will be used as the overall governing methodology for all Project related work for the County Project activities associated with implementing the scope described herein.

### 2.2 Project Governance

*(Briefly describe how this Project will be managed and who has the primary responsibility for the Project management activities)*

**Project Change Control Process:** Deviations that arise during the proposed Project will be managed using the Project Change Control Process outlined below. Changes could include, but are not limited to, changes in costs, timing, scope, or deliverables. For the avoidance of doubt, any agreed-upon change resulting from this Change Control Process shall be effectively only if executed in accordance with the applicable provisions of Paragraph 8 (Change Notices, Work Orders, and Amendments) of the Services Agreement.

The Change Control Process will be invoked before any unplanned or out of scope work is executed or any work is completed outside County's regular business hours. Any additional effort/costs as a result of such work would be subject to the following Change Control Process.

If either party believes that a change to this Work Order is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a County initiated Change Request, Infor will evaluate the feasibility of the Change Request as soon as practical following receipt and determine the impact to the Project cost and timelines. In instances where specialized resources are requested, but not contained, within the original Project scope, the quoted rate will be established at Infor's then current rate for such services. Infor shall provide County a written statement (a "Change Response") describing in detail:

- Any additional Services to be performed as a result of the Change Request.
- The estimated cost associated with such additional Services.
- Any other information relating to the Change Request that may reasonably be requested by County.

County shall respond promptly to any Contractor-initiated Change Request. If County approves an Contractor-initiated Change Request or a Change Response, with such approval to be in writing and in accordance with Paragraph 8 (Change Notices, Work Orders, and Amendments) of the Services Agreement, such Change Request or Change Response shall be deemed to be a "Change Order." Any duly executed Change Order shall be attached to this Work Order.

The Contractor's Project Manager and the County's Project Director or designee shall be authorized to administer any Change Order. The estimated Project schedule shall be adjusted accordingly for each Change Order. If County rejects an Contractor-initiated Change Request, or any Change Response, Contractor and County shall proceed to fulfill their obligations as originally agreed under this Work Order.

### 2.3 Project Deliverables and Services Required for Project Completion

The following are the deliverables and Services that are required for Project completion. Although all deliverables and Services are subject to Acceptance, the deliverables or Services listed below that are identified with an \* as the subset of deliverables and Services which are subject to Acceptance required for payment:



<NOTE: The deliverable or activity must be tangible, measurable and include a defined description and acceptance criteria. The acceptance criteria are the "pass/fail" metrics for each deliverable or Service identifying what triggers acceptance. Listed below are representative Contractor Deployment Method Project-related documents. In some cases, the Bid manager may have a time-boxed activity such as X days of Testing support, Y days of Post-Production support, for example.>

EXAMPLE: List of Deliverables and Services by Infor Deployment Methodology Phase.

(List and describe the Project deliverables)

- Conduct project kick off meeting (\*)
- Provide project management services for New Interface development
- Analysis of customer business processes
- Validate and document business flows, and processing rules
- Preparation of Interface design specifications
- Complete and document data mapping and translation rules (\*)
- Identify, document and resolve security issues
- Develop adapters to relevant agency systems
- Build Interfaces within PIX Cloverleaf Software platform (\*)
- Creation of unit test scenarios
- Testing of all aspects of Interface
- Deployment to test and production environments
- Stable operation of Interface(s) in production environment for 15 days or ready for production use for greater than 90 days (\*)
- Maintain all necessary or desirable communication with (and as requested by) County's Project Manager during the course of performance of all Services

## 2.4 Acceptance Process

Each deliverable set forth in **Section 2.3**, "Project Deliverables and Services Required for Project Completion", shall be subject to the Acceptance procedures specified in Paragraph 3.3 of the Services Agreement.

## 2.5 Project Roles and Responsibilities

There are a number of activities that are required to be completed in timely manner by the County in order for the Project to stay on track. A delay in County actions (e.g. availability of key users, executive sponsorship, key decisions, development, migration, timely execution of tasks, timely sign-offs, etc.), may impact execution of Project tasks by County and may result in a Change Order.

### Resource Assumptions and County Obligations:

(Representative Examples)

- County acknowledges that all Project timelines are subject to the timely provision of resources and performance of obligations.
- If applicable, **COUNTY** will provide, at no charge to Contractor, personnel to carry out administrative functions on behalf of the County Project team, as is reasonably required by Contractor. Contractor will notify County in advance of what is required for particular work. County may choose to assign multiple people to cover the required tasks.



- If applicable, the core Project team, including Contractor and County team members, will be co-located at a single County location for all on-site Project work. Contractor and County will discuss and agree in advance whether and what on-site Project work is required.
- County Core Team Members: County and Contractor will discuss and agree in advance on the County staff that will need to be reasonably accessible on County business days and during County business hours County in order for Contractor to complete the Project. These individuals will be qualified to define requirements for their respective disciplines and will be empowered to make process and policy decisions, including deliverable signoffs as specified in the Services Agreement, and will engage other subject matter experts as needed. There will also need to be a technical resource to serve as an advisor for all technical activities in this Project. This should allow the Contractor Technical Resource to transfer knowledge and ownership of technical tasks to the County's technical team, which should result in decreased Contractor involvement over time
- County subject matter experts (SMEs): In addition to County core team members, County and Contractor will discuss and agree in advance on the County SMEs that will be required from affected areas of the business to participate in business process requirements reviews and design workshops and validation of test results. County will ensure these resources are identified in advance and are reasonably available during County business days and during County business hours to participate in meetings workshops and test events as defined in the Project work plan in order to keep the Project on schedule.
- Contractor staffing requirements will be determined solely by Contractor. Infor may also, at its sole discretion, use subcontractors in performing Services under this Work Order, provided that Infor does so in accordance with Paragraph 49 (Subcontracting) of the Services Agreement.

## 3.0 General Project Assumptions and County Obligations

<NOTE: Listed below are overall Project assumptions or County obligations. Additional specific functional or technical Project assumptions are distributed throughout the FP template under the Scope sub-sections such as Licensed Software, Conversions, Integrations, Training, etc.> Note that we have merged assumptions and obligations in the same section to avoid confusion that sometimes exists regarding whether an item is an assumption or an obligation. Please also note that other assumption and obligations sections exist in this SOW that are specific in nature, therefore this particular section should only include those that are universal for the Project as a whole.>

- Any additional requirement(s) not specified in this Work Order, or identified during the course of the Project will be addressed using the Project Change Control Process described in Section 2.2 hereof.
- For Services provided at County location, County will provide facilities for Contractor personnel. This includes, but not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, network printers, photocopiers, telephones, stationaries, whiteboards, internet and remote VPN connection.
- Some tasks may be performed offsite by Contractor and County staff members. Contractor and County staff will have remote access to County network and systems as necessary to perform such Project activities.
- County will coordinate facilities and availability of County resources for all required testing of Contractor deliverables or Services prior to deployment.
- All Project activities will be conducted either remotely or at County's site. Contractor may conduct onsite quality assurance reviews over the course of the Project. County will be invited to participate in the reviews if they are conducted. Contractor will provide a verbal debrief to the County at the conclusion of each review. <Note: Only if paid QA service is not part of the SWO>
- After the Project initiation, County and Contractor will meet and finalize activities required to accomplish the objectives of this Project, develop a Project plan, timeline, and milestones by both parties. It is possible that as the result of this meeting the proposed Project scope may change. This scope change may result in additional responsibilities for each party. In that case, this Work Order will be modified with a Change Order in accordance with Section 2.2 hereof, independent of whether or not there will be any funding changes. <Note: As applicable to the particular SWO>

# 4.0 Payment Milestone Schedule

County agrees to pay Contractor the fixed price of \$<insert amount and currency> for the deliverables and Services described in this Work Order. Upon Contractor's completion of the deliverables, Work Products or Services associated with each Milestone as set forth herein, and County's Acceptance of such work, the corresponding fee for such Milestone specified below becomes due and Contractor shall invoice County in accordance with Paragraph 5.6 (Invoices and Payments) of the Services Agreement. County shall pay thereafter such fee as set forth below in accordance with Paragraph 5.6 (Invoices and Payments) of the Services Agreement.

Example Payment Milestone Schedule: <NOTE: the associated deliverables below should be defined in prior Section 2.4 Project Deliverables. This will minimize risk of the County misunderstanding of what the Milestone is since it has been specifically defined earlier in the Work Order. Bid Manager can choose to include which specific deliverables defined in Section 2.4 need to be included in Payment Milestone Schedule below.> Please refer to FP guidelines in the PMO website

Payment Milestone	Associated Deliverable, Work Product or Activity	Acceptance Criteria (if applicable)	Completion Date	Amount
1	Deliverable X		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$ x00,000.
2	Deliverable Y		X weeks after Project start OR X weeks after previous deliverable or Milestone.	\$ x00,000.
3	Deliverable Z		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$ x00,000.
N				
TOTAL*				\$ x00,000.
[TOTAL*, including TAXES-if geographically required]**				\$ x00,000.



All amounts are in US Dollars

\*\*Include all applicable taxes tax "

If required and not otherwise specified, any testing or acceptance criteria will be jointly agreed by Contractor and County.

Each invoice is payable in accordance with Paragraph 5.6 (Invoices and Payments) of the Services Agreement.

Fees <do, or do not> include travel and living expenses, which are in addition to the stated fees, and billed separately as they are incurred in accordance with Section 5.2 of the Services Agreement.

Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly via the Project Change Control Process set forth in Section 2.2 hereof.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

**CONTRACTOR:** \_\_\_\_\_

**COUNTY:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

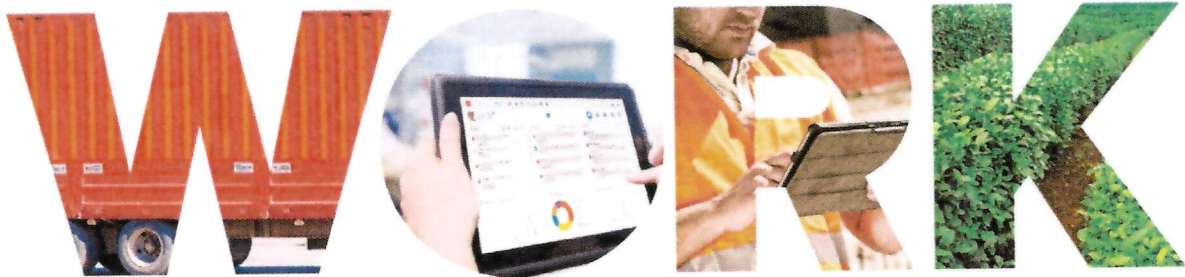
Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



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**EXHIBIT B**  
**PRICING SCHEDULE**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**

**EXHIBIT B**

**PRICING SCHEDULE**

This Exhibit B is attached to that certain Contract entered into as of August 15, 2017 (together with all Exhibits and Attachments thereto, the "Contract"), by and between the County of Los Angeles ("County") and Inform Public Sector, Inc., a California corporation ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

**1. CONTRACT SUM**

Description	Firm Fixed Price
Task 1 Category - Site Assessment and Evaluation	\$23,816.00

Description	Contract Term					Grand Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Task 2 – Maintain and Support Deployed Interfaces and Environments*	\$382,200	\$398,112	\$414,024	\$430,560	\$446,576	\$2,071,472

*\*Maintenance and support will be payable annually, in advance. Fees are firm and fixed as indicated above for Contract Term.*

Description	Optional Years			Grand Total
	Year 6	Year 7	Year 8	
Task 2 – Maintain and Support Deployed Interfaces and Environments**	\$468,904.80	\$492,350.04	\$516,967.54	\$1,478,222

*\*\*Requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Base Contract. Fees are firm and fixed as indicated above for each option to renew.*

Description	Contract Term					Grand Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Task 3 Dollars for Task 3 – New Interface Development and Other Professional Services***	\$476,000	\$476,000	\$476,000	\$476,000	\$476,000	\$2,380,000

**\*\*\*Engagement of Contractor to provide Services and other work of the type described in Task 3 of Exhibit A (Scope of Work) requires execution of a Work Order in accordance with Paragraph 3.2 (Work Order Work) of the Base Contract. Task 3 Dollars may be used to reimburse costs and expenses in accordance with Paragraph 5.2 of the Base Contract and to pay any taxes indicated in a Work Order.**

Description	Optional Years			Grand Total
	Year 6	Year 7	Year 8	
Task 3 Dollars for Task 3 – New Interface Development and Other Professional Services** ***	\$476,000	\$476,000	\$476,000	\$1,428,000

**\*\*Requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Base Contract. Fees are firm and fixed as indicated above for each option to renew.**

**\*\*\*Engagement of Contractor to provide Services and other work of the type described in Task 3 of Exhibit A (Scope of Work) requires execution of a Work Order in accordance with Paragraph 3.2 (Work Order Work) of the Base Contract. Task 3 Dollars may be used to reimburse costs and expenses in accordance with Paragraph 5.2 of the Base Contract and to pay any taxes indicated in a Work Order.**

Contract Sum	Total Contract Amount
Grand Total including all Tasks and Optional Years	\$7,381,510



**2. FIXED HOURLY RATE**

All Services to be provided pursuant to and in accordance with to Paragraph 3.2 (Work Order Work) shall be provided at the Fixed Hourly Rate of (a) \$190.40 per hour for Years 1 through 5 and (b) \$199.92 for Years 6 through 8.

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**EXHIBIT C**

**[RESERVED]**

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**EXHIBIT D**  
**CONTRACTOR'S EEO CERTIFICATION**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**REQUIRED FORMS - EXHIBIT 8**  
**PROPOSER'S EEO CERTIFICATION**

Infor Public Sector, Inc.  
Company Name


13560 Morris Road, Suite 4100, Alpharetta, GA 30004  
Address

94-2913642  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( X )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( X )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( X )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( X )	( )

  
Signature

2/9/17  
Date

Lindsay Pritchard, Associate General Counsel  
Name and Title of Signer (please print)

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**EXHIBIT E**  
**COUNTY'S ADMINISTRATION**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**

CONTRACT NO. \_\_\_\_\_

**1. DIRECTOR:**

Name: \_\_\_\_\_  
Title: Director  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403-6501  
Facsimile: None  
E-Mail Address: @isab.lacounty.gov

**2. COUNTY'S CONTRACT MANAGER:**

Name: Fernando Angell  
Title: Assistant Director  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403-6505  
Facsimile: None  
E-Mail Address: fangell@isab.lacounty.gov

**3. COUNTY'S PROJECT DIRECTOR:**

Name: Duane Nguyen  
Title: Director, Integration Services  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403- 6527  
Facsimile: None  
E-Mail Address: dnguyen@isab.lacounty.gov

**4. COUNTY'S PROJECT MANAGER:**

Name: Duane Nguyen  
Title: Director, Integration Services  
Address: 12750 Center Court Drive  
Cerritos, CA 90703

Telephone: 562-403-6527  
Facsimile: None  
E-Mail Address: dnguyen@isab.lacounty.gov

**5. ADDRESS FOR NOTICES:**

Name: \_\_\_\_\_  
Title: Director  
Address: 12750 Center Court Drive  
Cerritos, CA 90703  
Telephone: 562-403-6501  
Facsimile: None  
E-Mail Address: @isab.lacounty.gov

With a copy via e-mail to County's Project Director and Contract Manager as indicated above.

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**EXHIBIT F**  
**CONTRACTOR'S ADMINISTRATION**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**



CONTRACT NO. \_\_\_\_\_

**1. CONTRACTOR'S PROJECT DIRECTOR:**

Name: James McPheron  
Title: Sr Director, Consulting Practice  
Address: 13560 Morris Road, #4100  
Alpharetta, Georgia 30004  
Telephone: 469-420-3630  
Facsimile: None  
E-Mail Address: james.mcpheron@infor.com

**2. CONTRACTOR'S CONTRACT MANAGER:**

Name: Mary Ann McLester  
Title: Client Partner  
Address: 13560 Morris Road, #4100  
Alpharetta, Georgia 30004  
Telephone: 214-394-4843  
Facsimile: None  
E-Mail Address: maryann.mclester@infor.com

**3. CONTRACTOR'S PROJECT MANAGER:**

Name: Michele Parrott  
Title: Project Manager  
Address: 13560 Morris Road, #4100  
Alpharetta, Georgia 30004  
Telephone: 614-937-3450  
Facsimile: None  
E-Mail Address: michele.parrott@infor.com

**4. ADDRESS FOR NOTICES TO CONTRACTOR:**

Name: General Counsel

Title: \_\_\_\_\_  
Address: 40 General Warren Boulevard  
Suite 110, Malvern, PA 19355  
Telephone: None  
Facsimile: None  
E-Mail Address: None

With a copy via e-mail to Contractor's Project Director and Project Manager as indicated above.

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**EXHIBIT G**

**[RESERVED]**

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**EXHIBIT H**  
**JURY SERVICE ORDINANCE**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**

**Title 2 ADMINISTRATION**  
**Chapter 2.203.010 through 2.203.090**  
**CONTRACTOR EMPLOYEE JURY SERVICE**

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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**EXHIBIT I**  
**SAFELY SURRENDERED BABY LAW**  
**FOR**  
**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

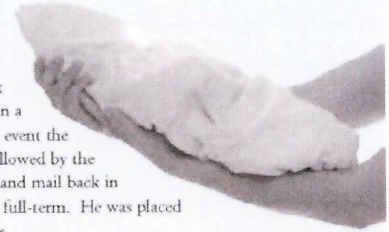
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafea.org](http://www.babysafea.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

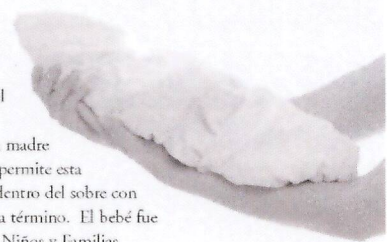
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



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**EXHIBIT J**

**DEFAULTED PROPERTY TAX REDUCTION  
PROGRAM ORDINANCE**

**FOR**

**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

**SEE ATTACHED**

## **Title 2 ADMINISTRATION**

### **Chapter 2.206**

#### **DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

##### **2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

##### **2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

- 1. Chief Executive Office delegated authority agreements under \$50,000;
- 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
- 3. A purchase made through a state or federal contract;
- 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
- 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
- 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
- 7. Program agreements that utilize Board of Supervisors' discretionary funds;
- 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
- 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
- 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
- 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.070 Enforcement and remedies.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)



**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES CONTRACT  
NEGOTIATED TERMS AND CONDITIONS**

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
1.	Contract Paragraph 4.3	Term of Contract: Notification of expiration of Contract Term. Provision modified to specify that Contractor shall use commercially reasonable efforts to send written notification when Contract Term is within 6 months of expiration.
2.	Contract Paragraph 5.4	Contract Sum: Notification of 75 percent of total Contract Sum. Provision modified to specify that Contractor shall use commercially reasonable efforts (a) to maintain a system of record keeping that will allow Contractor to determine when it has reached the 75 percent of the total Contract Sum; and (b) to send written notification of the same to the County's Project Director.
3.	Contract Paragraph 5.6.6	Payment of Invoices: Provision added to obligate the County to pay within 45 calendar days of receipt of invoice.
4.	Contract Paragraph 15	Confidentiality: Provision modified (a) to make a mutual obligation; and (b) to remove a specific reference to County's directives, guidelines, and policies.
5.	Contract Paragraph 11	Budget Reductions: Provision modified to specify a reduction would be accomplished pursuant to an Amendment to the Contract.
6.	Contract Paragraph 17	Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List: Provision modified to specify the Contractor will use commercially reasonable efforts to give consideration to candidates that are referred by the County.
7.	Contract Paragraph 18	Consideration of Hiring GAIN/GROW Program Participants: Provision modified to specify the Contractor will use commercially reasonable efforts to give consideration to candidates that are referred by the County and to allow Contractor to hire GAIN/GROW participants over County laid-off employees.
8.	Contract Paragraph 20	Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law: Provision modified to specify the Contractor will use commercially reasonable efforts to encourage subcontractors to post the Safely Surrendered Baby Law poster.

**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES CONTRACT  
NEGOTIATED TERMS AND CONDITIONS**

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
9.	Contract Paragraph 31	Indemnification: Provision modified to provide that the Contractor will indemnify the County for personal injury, death, and property damage caused by the Contractor's or its agents' gross negligence or intentional misconduct.
10.	Contract Paragraph 32.3	<p>Insurance Requirements:</p> <p>32.3.6 Deductibles and Self-Insured Retentions (SIRs): Provision modified to remove the County's ability to require the Contractor to reduce or eliminate deductibles and self-insured retentions or to provide a bond to guarantee it.</p> <p>Former 32.11 County Review and Approval of Insurance Requirements: Removed provision in which County reserved right to review and adjust insurance requirements.</p> <p>32.5 Failure to Maintain Insurance: Provision modified to limit County's termination for breach of material obligations under Paragraph 32 (Insurance) and to remove the ability for the County to purchase required insurance and deduct premium cost from sums due to the Contractor.</p>
11.	Contract Paragraph 33	Intellectual Property Indemnification: Provision modified to provide that Contractor will indemnify the County for third party claims and to provide that Contractor's obligation regarding intellectual property infringement are limited to the rights set out in Paragraph 33.
12.	Contract Paragraph 35	Nondiscrimination and Affirmative Action: Provision modified (a) to remove the County's ability to specifically access the Contractor's employment records; and (b) to specify the County may terminate or suspend the Contract if the Contractor has violated Paragraph 35 or has been determined to have violated federal or state anti-discrimination laws by the Federal EEOC or the California FEHC, in each case, with respect to the people performing under this Contract.
13.	Contract Paragraph 39	Notice to Employees Regarding the Federal Earned Income Credit: Provision modified to specify Contractor shall use commercially reasonable efforts to notify its employees and its subcontractors' employees of the Federal Earned Income Credit.

**PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES CONTRACT  
NEGOTIATED TERMS AND CONDITIONS**

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
14.	Contract Paragraph 40	Notice to Employees Regarding the Safely Surrendered Baby Law: Provision modified to specify Contractor shall use commercially reasonable efforts to notify and provide its employees and its subcontractors' employees of the Safely Surrendered Baby Law fact sheet.
15.	Contract Paragraph 44	Proprietary Rights: Provision modified to state Contractor owns work product and County has a broad perpetual license to use all work product generated by Contractor under the Contract.
16.	Contract Paragraph 48	Recycled Bond Paper: Provision modified for Contractor to acknowledge the Board of Supervisors' policy regarding use of recycled bond paper.
17.	Contract Paragraph 52	Termination for Convenience: Provision modified to limit County's ability to terminate maintenance services for convenience to the end of an annual period.
18.	Contract Paragraph 53	Suspension of Work; Termination by Contractor for Failure to Pay Invoices: Provision added to allow Contractor to suspend performance for a 30-day period if County fails to pay an invoice when due and does not cure such failure within 45 days of receipt of Contractor's written notice of failure. If County does not cure the failure to pay by the end of the suspension period, Contractor may terminate with respect to the suspended services.
19.	Contract Paragraph 54	Termination for Default: Provision modified to include ability of the Contractor to terminate the portion of the Contract related to the subject material breach if the County materially breaches (other than failure to pay which is covered under Paragraph 53) and does not cure such breach within 60 calendar days of the County's receipt of written notice of breach.
20.	Contract Paragraph 60	Time Off for Voting: Provision modified to specify Contractor will use commercially reasonable efforts to notify California-based employees and to require subcontractors to provide notice to their employees of the California time off for voting law.
21.	Contract Paragraph 65	Limitation of Liability: Provision added (a) to limit each party's liability to \$1,350,000; (b) to specify that neither party will be liable for incidental, consequential, and other similar damages; and (c) to specify that the liability cap of \$1,350,000 shall not apply to either party's (i) indemnification obligations, (ii) unauthorized disclosure of personal information (which damages are further limited to a maximum of \$5,000,000), (iii) breach of the other party's intellectual property rights, (iv) intentional misconduct, and (v) liability for damages to the extent limitation or exclusion is not permitted by applicable law.



PETER LOO

ACTING CHIEF INFORMATION OFFICER

Office of the CIO  
**CIO Analysis**

NUMBER:

**CA 17-13**

DATE:

8/2/17

Attachment III

SUBJECT:

**CONTRACT BETWEEN THE COUNTY OF LOS ANGELES AND INFOR PUBLIC SECTOR, INC. FOR PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES**

RECOMMENDATION:

Approve                       Approve with Modification                       Disapprove

CONTRACT TYPE:

New Contract                       Sole Source  
 Amendment to Contract #:                       Other: Describe contract type.

CONTRACT COMPONENTS:

Software                       Hardware  
 Telecommunications                       Professional Services

SUMMARY:

Department Executive Sponsor: Fernando Angell, Acting Director, ISAB

Description: The Information Systems Advisory Body (ISAB) is requesting authorization to: 1) finalize and execute a contract with Infor Public Sector Inc. (Infor), for PIX Cloverleaf Application Management Services, for a term of five (5) years with three one-year options; and 2) execute Contract Change Notices to exercise optional periods.

Contract Amount: \$7,381,510

Funding Source: ISAB Operating Budget

Legislative or Regulatory Mandate

Subvended

**Strategic and Business Analysis**

**PROJECT GOALS AND OBJECTIVES:**

The proposed Contract, will enable the County to acquire: 1) ongoing maintenance and support services for existing County interfaces developed and implemented using the Cloverleaf Integration Platform (PIX Cloverleaf Software); and 2) optional professional services to develop new interfaces and other enhancements.

**BUSINESS DRIVERS:**

The PIX Cloverleaf Software supports the transmitting and monitoring of near real-time case transaction data among 100-plus systems across over 60 agencies and departments. Approximately 1.3 million datagrams are currently exchanged through PIX Cloverleaf Software each day.

The current PIX system architecture uses a custom codebase, making maintenance and support difficult, developing new interfaces very time consuming, and requires skilled support resources that are difficult to obtain. This Board request will allow the County to: 1) acquire resources with appropriate skillsets to support PIX Cloverleaf technology and provide ongoing maintenance and support; 2) develop new interfaces using PIX

Cloverleaf software to support business needs (e.g., Juvenile Automated Index, Superior Court Odyssey Case Management System, and Sheriff Countywide Warrant System); and 3) re-architect these interfaces to take advantage of Cloverleaf's technology and best practices, which will simplify system support and streamline development of future interfaces.

**PROJECT ORGANIZATION:**

ISAB is driving this project programmatically. The project has a dedicated Information Technology Specialist II assigned as the project manager for this project.

**PERFORMANCE METRICS:**

The Contract Statement of Work identifies task and deliverables for: Project Management, Project Schedule, Change Control Process, and metrics for remote production support available 24/7 365 days a year. New development and system enhancements will be performed under pre-approved, not-to-exceed Work Orders.

**STRATEGIC AND BUSINESS ALIGNMENT:**

The Contract supports the Countywide Strategic Plan Goal III, Strategy 2.1, Enhance Information Technology Platforms to Securely Share and Exchange Data. PIX Cloverleaf Software platform is an enterprise messaging platform that supports the operational processes of justice departments and agencies. This Contract will provide platform expertise to manage and maintain interfaces, configuring and refactoring Cloverleaf components, addressing change requests, applying updates, and generally assuring the health and reliability of the system.


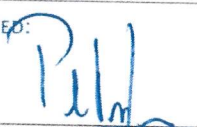
**PROJECT APPROACH:**

Infor will provide development, maintenance and support services for the PIX Cloverleaf Software platform. The Contract scope of work includes: an assessment of the current ISAB Cloverleaf environment to identify areas where re-architecture and/or re-engineering, as appropriate; providing maintenance and support of PIX Cloverleaf interfaces; deploying new PIX Cloverleaf interfaces in production environment; and providing technical support for system upgrades.

**ALTERNATIVES ANALYZED:**

ISAB issued a Request for Proposals for PIX Cloverleaf Application Management Services in December 2016 and only one proposal was received from Infor by the proposal submission deadline. The proposal met all RFP minimum requirements, and Infor was selected based upon price, technical capability and the proposed staff.

<b>Technical Analysis</b>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The first version of PIX, PIX 1.0, was a mainframe data exchange system with custom code in Assembly, COBOL, and CICS transactions. PIX 2.0 expanded data exchanges with non-mainframe systems, including Unix-based applications. The codebase continued to be custom-built with C and TCL. The latest version, PIX 3.0, incorporated Cloverleaf integration technology. This Contract will provide PIX Cloverleaf Application Management Services for the ongoing maintenance, enhancement and operational support of the County's existing interfaces developed and implemented using PIX Cloverleaf Software; allow ISAB to engage Infor to develop new interfaces among County justice departments/agencies; and provide other enhancements using the PIX Cloverleaf Software.</p>												
<b>Financial Analysis</b>	<p>BUDGET:</p> <p><b>One-time cost</b></p> <table data-bbox="527 871 1299 955"> <tr> <td>PIX assessment and evaluation</td> <td style="text-align: right;">\$ 23,816</td> </tr> <tr> <td><b>Total one-time costs</b></td> <td style="text-align: right;"><b>\$ 23,816</b></td> </tr> </table> <p><b>Ongoing annual maintenance costs:</b></p> <table data-bbox="527 1050 1299 1134"> <tr> <td>8 years of annual maintenance &amp; support</td> <td style="text-align: right;">\$3,549,694</td> </tr> <tr> <td><b>Total annual maintenance costs</b></td> <td style="text-align: right;"><b>\$3,549,694</b></td> </tr> </table> <p><b>Professional services</b></p> <table data-bbox="527 1228 1339 1312"> <tr> <td>As needed professional services</td> <td style="text-align: right;">\$3,808,000 (1)</td> </tr> <tr> <td><b>Total ongoing annual cost</b></td> <td style="text-align: right;"><b>\$3,808,000</b></td> </tr> </table> <p><b>Total contract costs:</b> <span style="float: right;"><b>\$7,381,510</b></span></p> <p>Notes:</p> <p>(1) As needed professional serves Work Orders will be based on a not-to-exceed Maximum Fixed Price calculated based on the Fixed Hourly Rate of \$190.40 per hour for Years 1 through 5 and \$199.92 for Years 6 through 8. Pool dollars will be used to effectively integrate, migrate, and improve over 100 existing interfaces by leveraging the core components of the Cloverleaf Integration Suite.</p>	PIX assessment and evaluation	\$ 23,816	<b>Total one-time costs</b>	<b>\$ 23,816</b>	8 years of annual maintenance & support	\$3,549,694	<b>Total annual maintenance costs</b>	<b>\$3,549,694</b>	As needed professional services	\$3,808,000 (1)	<b>Total ongoing annual cost</b>	<b>\$3,808,000</b>
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<b>Risk Analysis</b>	<p><b>RISK MITIGATION:</b></p> <p>The negotiated agreement included the following exceptions:</p> <ol style="list-style-type: none"> <li>1. The Contractor will own all rights, title and interest, including copyright and other intellectual property rights to all materials and software developed under the agreement. The County will be granted a perpetual, non-exclusive and non-transferable license to the software and work products. While this provision does not impede County's use of the developed software and deliverables, the Contractor retains full ownership of all software and deliverables.</li> <li>2. The contractor may suspend work (maintenance and support services and/or software development) if the County fails to pay invoices beyond 120 days. This provision poses some risk to continued support and maintenance of PIX in the event that payment is not received by Contractor beyond 120 days from the time an invoice is issued.</li> <li>3. The Acting Chief Information Officer (CIO) has reviewed the Agreement and did not identify any IT security or privacy related issues.</li> </ol>
<b>CIO Approval</b>	<p><b>PREPARED BY:</b></p> <p>  <hr/> Fred Nazarbegian, Sr. Associate CIO</p> <p style="text-align: right;">8-2-17  <hr/> Date</p> <p><b>APPROVED:</b></p> <p>  <hr/> Peter Loo, Acting Chief Information Officer</p> <p style="text-align: right;">8/2/17  <hr/> Date</p>

Please contact the Office of the CIO (213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov)) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>