County of Los Angeles
CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: August 15, 2019
TIME: 1:00 p.m. – 2:30 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

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

1. **Call to order – Mark Baucum/Gevork Simdjian**

2. **Public Comment**
(2 minutes each speaker)

3. **INFORMATIONAL ITEM(S):**
(5 minutes)

   A) Board Letter:
   COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2019/20 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS
   CEO – Irish Wong, CEO Principal Analyst

   B) Board Letter:
   APPROVAL OF MASTER AGREEMENT TEMPLATE FOR AS-NEEDED TEMPORARY STAFFING SERVICES AND DELEGATED AUTHORITY TO ENTER INTO MASTER AGREEMENTS WITH TEMPORARY STAFFFING VENDORS
   RR/CC – Dean Logan, Registrar-Recorder/County Clerk or designee

   C) Board Letter:
   REQUEST APPROVAL TO ENTER INTO A MOU AGREEMENT BETWEEN THE DEPARTMENT OF REGISTRAR RECORDER/COUNTY CLERK AND THE CITY OF SANTA BARBARA
   RR/CC – Dean Logan, Registrar-Recorder/County Clerk or designee

   D) Board Letter:
   APPROVAL OF CONTRACT WITH SCANNER HOLDINGS CORPORATION (IBML) FOR IBML SCANNER TALLY MAINTANENCE AND SUPPORT SERVICES
   RR/CC – Dean Logan, Registrar-Recorder/County Clerk or designee

CONTINUED ON PAGE 2

E) Board Letter:
APPROVAL OF CONTRACT WITH MYTIME, INC. FOR APPOINTMENT AND CUSTOMER FLOW SYSTEM
RR/CC – Dean Logan, Registrar-Recorder/County Clerk or designee

F) Board Letter:
APPROVAL OF AMENDMENT NUMBER 9 TO SOLE SOURCE AGREEMENT WITH THE CHUDY GROUP, LLC DBA TCGRx
DHS – Christopher Kinney, Administrative Services Manager III

G) Board Letter:
ENFORCEMENT OF THE CITY OF SANTA MONICA'S MINIMUM WAGE ORDINANCE
DCBA – Albert Navas, Administrative Deputy

H) RESPONSES TO THE 2018-2019 CIVIL GRAND JURY FINAL REPORT RECOMMENDATIONS
CEO – Cheri Thomas, Senior Manager

4.

PRESENTATION/DISCUSSION ITEMS:

A) FOLLOW-UP ON VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) ITEMS
RR/CC – Aaron Nevarez, Registrar-Recorder/ County Clerk Division Manager

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:
(5 minutes)

The August 22nd and 29th Operations Cluster meetings have been cancelled.

The next regularly scheduled meeting will be held on September 5, 2019.

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS	
DEPARTMENT	CHIEF EXECUTIVE OFFICE	
SUBJECT	COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE FISCAL YEAR 2019-2020 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
PROGRAM		
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: Included in the FY 2019-2020 Adopted Budget	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	IMPLEMENT THE FISCAL YEAR 2019-2020 ADOPTED BUDGET AND OTHER CLASSIFICATION ACTIONS	
BACKGROUND (include internal/external issues that may exist)	• Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 24, 2019. • Creation of one new non-represented classification of Head Deputy District Attorney, Employee Relations (9279) within the Office of the District Attorney to replace the unclassified classification of Head Deputy District Attorney, Employee Relations (UC) (9958). • Deletion of four (4) classifications: 1. Contract Administrator (3962) (Represented) 2. Chief, Administrative Services, Agricultural Commissioner/Weights and Measures (0025) (Non-Represented) 3. Medical Director, MD, Mental Health (4567) (Non-Represented) 4. Program Specialist VI, Auditor-Controller (0718) (Non-Represented)	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Irish Wong, Principal Analyst, CEO (213) 893-7818, iwong@ceo.lacounty.gov	

CEO SEPTEMBER 3, 2019
FISCAL YEAR 2019-2020 ADOPTED
BUDGET LETTER SUMMARY

Contact Information
CEO Classification: Irish Wong
Contact information: (213) 893-7818 iwong@ceo.lacounty.gov

This Board Letter includes:

- Implementation of Adopted Budget allocations which were approved in-concept by the Board on June 24, 2019.
- Creation of one new non-represented classification of Head Deputy District Attorney, Employee Relations (9279) within the Office of the District Attorney to replace the unclassified classification of Head Deputy District Attorney, Employee Relations (UC) (9958).
- Deletion of four (4) classifications:
    1. Contract Administrator (3962) (Represented)
    2. Chief, Administrative Services, Agricultural Commissioner/Weights and Measures (0025) (Non-Represented)
    3. Medical Director, MD, Mental Health (4567) (Non-Represented)
    4. Program Specialist VI, Auditor-Controller (0718) (Non-Represented)

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
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SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

September 3, 2019

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS
TO IMPLEMENT THE FISCAL YEAR 2019-2020 ADOPTED BUDGET
AND OTHER CLASSIFICATION ACTIONS
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the departmental staffing provisions by implementing classification actions related to the approval of Fiscal Year (FY) 2019-2020 Adopted Budget. It will implement other routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions. In addition, this letter and accompanying ordinance will update the departmental staffing provisions by adding one (1) new classification; by deleting three (3) non-represented classifications and one (1) represented classification; and by changing the title for three (3) represented classifications.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to update the departmental staffing provisions to reflect positions allocated, deleted, and transferred in the FY 2019-2020 Adopted Budget to implement routine technical adjustments and corrections to reflect earlier Board-approved budget and classification actions.

2. Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add one (1) classification in the District Attorney's Office and to delete three (3) non-represented classifications in the Departments of Agricultural Commissioner/ Weights and Measures, Auditor-Controller and Mental Health.

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3. Approve in the Classification Plan the deletion of one (1) vacant represented classification and the title change of three (3) represented classifications. Both actions have been approved by the Employee Relations Commission (ERCOM).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The actions recommended in this letter were approved, in concept, by your Board of Supervisors (Board) as part of the FY 2019-2020 Adopted Budget on June 24, 2019. Since that time, we have been working to gather and analyze the required information to determine and allocate the appropriate classification and level of new positions. This letter implements these specific changes to the departmental staffing provisions.

Your Board's approval of this ordinance will fulfill the Charter requirement to provide, by ordinance, for the number of County employees. It will also provide the authority for County departments to fill new positions allocated in the FY 2019-2020 Adopted Budget, delete positions no longer needed, and make other adjustments as necessary. These recommendations are a routine part of the annual budget process.

New Classification

We are recommending the Head Deputy District Attorney, Employee Relations (Item No. 9279) be established to replace the unclassified Head Deputy District Attorney, Employee Relations (UC) (Item No. 9278) classification. The new classification reports to a Bureau Chief, District Attorney (UC) (Item No. 9958) and manages the Employee Relations Division of the District Attorney's Office. The classified status is reflective of the reporting relationship and the Charter provisions.

Deleted Classifications

In conjunction with our continuing goal of reducing classifications, we are recommending the deletion of three (3) non-represented classifications and one (1) represented classification from the County Classification Plan (Attachment A). The represented class has been approved for deletion by ERCOM and the affected department has been informed and concurs with this action. This recommendation is consistent with the County's strategy to reduce the number of obsolete classifications.

Title Changes

The titles of three (3) represented classifications in the Department of Consumer and Business Affairs have been approved for title change by ERCOM to match the Department's existing name (Attachment A).

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Routine Adjustments and Corrections

Routine adjustments and corrections are being made to the staffing provisions of various County departments. These adjustments include position deletions and adjusting entries from previous classification actions such as classification studies, reorganizations, and mid-year allocations.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal I – Operational Effectiveness. Specifically, it will address the Service Excellence and Organizational Effectiveness Strategy to improve the quality of the workforce, to achieve departmental operational efficiencies, and to maintain consistency in personnel practices throughout the County.

FISCAL IMPACT/FINANCING

The cost of and financing for the new position recommendations have been included in the FY 2019-2020 Adopted Budget. There is no cost associated with any other actions in this ordinance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Article III, Section 11(3) of the Charter of the County of Los Angeles, the Board of Supervisors is "to provide, by ordinance, for the number of assistants, deputies, clerks, attaches, and other persons employed in the service of the County." The County Charter also authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code has been approved as to form by County Counsel.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these recommendations will enable departments to effect personnel actions associated with the FY 2019-2020 Adopted Budget and other classification actions. Ultimately, this will help to enhance the quality of services provided to the public.

Respectfully submitted,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:MM:MTK
PAC:IW:KP:mmg

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Chief Information Office
Human Resources
Affected Departments

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - FY 19-20 ADOPTED BUDGET\FY 19-20 ADOPTED BUDGET - BOARD LETTER (REVISED FINAL DRAFT).Docx

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ATTACHMENT A

CLASSIFICATION RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	Item No.	Title	Recommend Salary Schedule and Level
Savings/ Megaflex	9279	Head Deputy District Attorney, Employee Relations	N23 S17

NON-REPRESENTED CLASSIFICATIONS RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
0025	Chief, Administrative Services, Agricultural Commissioner/Weights and Measures
4567	Medical Director, MD, Mental Health
0718	Program Specialist VI, Auditor-Controller

REPRESENTED CLASSIFICATION RECOMMENDED FOR DELETION FROM THE CLASSIFICATION PLAN

Item No.	Title
3962	Contract Administrator

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ATTACHMENT A

REPRESENTED CLASSIFICATIONS RECOMMENDED FOR TITLE CHANGE IN THE CLASSIFICATION PLAN

Item No.	Current Title	Recommended New Title
1662	Consumer Affairs Representative I	Consumer and Business Affairs Representative I
1663	Consumer Affairs Representative II	Consumer and Business Affairs Representative II
1664	Consumer Affairs Representative III	Consumer and Business Affairs Representative III

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ANALYSIS

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by:

- Adding and establishing the salary for one (1) employee classification;
- Deleting three (3) employee classifications; and
- Adding, deleting, and/or changing certain employee classifications and numbers of ordinance positions in the departments of Agricultural Commissioner/Weights and Measures, Alternate Public Defender, Arts and Culture, Assessor, Beaches and Harbors, Chief Executive Officer, Child Support Services, Children and Family Services, Consumer and Business Affairs, District Attorney, Fire, Health Services, Human Resources, Internal Services, LA County Library, Mental Health, Parks and Recreation, Public Defender, Public Health, Public Social Services, Public Works, Registrar-Recorder/County Clerk, and Sheriff.

MARY C. WICKHAM
County Counsel

By:
RICHARD D. BLOOM
Principal Deputy County Counsel
Labor & Employment Division

RDB:

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ORDINANCE NO. _____

An ordinance amending Title 6 – Salaries of the Los Angeles County Code to add and establish the salary for one (1) employee classification; delete three (3) employee classifications; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments as a result of the budget process for FY 2019-2020.

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

SECTION 1. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to add the following class:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
9279	HEAD DEPUTY DA,EMPL RELATIONS	*	N23	S17
		10/01/19	N23	S17
		01/01/20	N23	S17
		10/01/20	N23	S17
		01/01/21	N23	S17

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective date for the salary or salary schedule and level in the space provided for the classification added to Section 6.28.050 of the County Code.

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SECTION 2. Section 6.28.050 (Tables of Classes of Positions with Salary Schedule and Level) is hereby amended to delete the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY OR SALARY SCHEDULE AND LEVEL	
~~0025~~	~~CHF,ADMIN SERVS,AG COMM/WTS & MEAS~~	~~10/01/2018~~ ~~10/01/2019~~ ~~10/01/2020~~	~~N23~~ ~~N23~~ ~~N23~~	~~S11~~ ~~S11~~ ~~S11~~
~~4567~~	~~MEDICAL DIRECTOR,MD,MENTAL HEALTH~~	~~10/01/2018~~ ~~10/01/2019~~ ~~10/01/2020~~	~~N42~~ ~~N42~~ ~~N42~~	~~E24~~ ~~E24~~ ~~E24~~
~~0718~~	~~PROGRAM SPECIALIST VI,AUDITOR-CONT~~	~~10/01/2018~~ ~~10/01/2019~~ ~~10/01/2020~~	~~N23~~ ~~N23~~ ~~N23~~	~~S13~~ ~~S13~~ ~~S13~~

SECTION 3. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>2331A</u>	<u>1</u>	<u>WAREHOUSE WORKER I</u>

SECTION 4. Section 6.32.010 (Agricultural Commissioner/Weights and Measures) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~3~~	<u>4</u>	ADMINISTRATIVE SERVICES MANAGER I
0009A	~~126~~	<u>137</u>	AGRIC/WEIGHTS & MEAS INSPECTOR II
0011A	~~49~~	<u>50</u>	AGRIC/WEIGHTS & MEAS INSPECTOR III

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SECTION 5. Section 6.33.010 (Alternate Public Defender) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~9248A~~	~~22~~	~~DEPUTY PUBLIC DEFENDER II~~
~~9251A~~	~~57~~	~~DEPUTY PUBLIC DEFENDER III~~
~~9251N~~	~~7~~	~~DEPUTY PUBLIC DEFENDER III~~
~~9252A~~	~~108~~	~~DEPUTY PUBLIC DEFENDER IV~~
~~9252N~~	~~11~~	~~DEPUTY PUBLIC DEFENDER IV~~
~~9259A~~	~~5~~	~~DIVISION CHIEF,PUBLIC DEFENDER~~
~~9253A~~	~~18~~	~~HEAD DEPUTY PUBLIC DEFENDER~~
~~9253N~~	~~1~~	~~HEAD DEPUTY PUBLIC DEFENDER~~

SECTION 6. Section 6.33.010 (Alternate Public Defender) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9255A	22	DEPUTY ALTERNATE PUBLIC DEFENDER II
9256A	57	DEPUTY ALTERNATE PUBLIC DEFENDER III
9256N	7	DEPUTY ALTERNATE PUBLIC DEFENDER III
9257A	108	DEPUTY ALTERNATE PUBLIC DEFENDER IV
9257N	11	DEPUTY ALTERNATE PUBLIC DEFENDER IV
9261A	5	DIVISION CHIEF,ALTERNATE PUBLIC DEFENDER

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9258A	18	HEAD DEPUTY,ALTERNATE PUBLIC DEFENDER
9258N	1	HEAD DEPUTY,ALTERNATE PUBLIC DEFENDER

SECTION 7. Section 6.36.010 (Department of Arts and Culture) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8814A	~~6~~	7	SR PROG ASSOCIATE,ARTS AND CULTURE

SECTION 8. Section 6.38.010 (Assessor) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2657A~~	~~2~~	~~DATA CONTROL CLERK~~
~~3608A~~	~~1~~	~~ENGINEERING AID III~~
~~1138B~~	~~10~~	~~INTERMEDIATE CLERK~~
~~1138O~~	~~4~~	~~INTERMEDIATE CLERK~~
~~1176F~~	~~1~~	~~INTERMEDIATE SUPERVISING CLERK~~
~~1970B~~	~~3~~	~~PRINCIPAL APPRAISER~~
~~1140F~~	~~5~~	~~SENIOR CLERK~~

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SECTION 9. Section 6.38.010 (Assessor) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0578A	~~4~~	3	ACCOUNT CLERK II
2584A	~~12~~	8	INFORMATION TECHNOLOGY AIDE
1138A	~~202~~	182	INTERMEDIATE CLERK
2214A	~~3~~	2	INTERMEDIATE TYPIST-CLERK
1140A	~~203~~	201	SENIOR CLERK
2585A	~~7~~	6	SENIOR INFORMATION TECHNOLOGY AIDE
1968F	~~3~~	1	SUPERVISING APPRAISER

SECTION 10. Section 6.42.010 (Department of Beaches and Harbors – Beaches) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8798A	~~3~~	4	RECREATION SERVICES SUPERVISOR

SECTION 11. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2482F~~	~~1~~	~~STUDENT PROF WORKER,INFO TECH~~

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SECTION 12. Section 6.50.010 (Department of the Chief Executive Officer) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0827A	~~16~~	17	ANALYST,CEO
0819A	~~21~~	22	CHIEF PROGRAM SPECIALIST,CEO
0835A	~~6~~	7	EMERGENCY MANAGEMENT COORD III,CEO
0830A	~~107~~	105	PRINCIPAL ANALYST,CEO
0816A	~~16~~	18	PROGRAM SPECIALIST II,CEO
2058A	~~7~~	5	REAL PROPERTY AGENT II
0829A	~~64~~	67	SENIOR ANALYST,CEO
2564A	~~9~~	10	SR INFO TECHNOLOGY CONSULTANT,CIO
2059A	~~15~~	14	SENIOR REAL PROPERTY AGENT
8242F	~~3~~	2	STUDENT WORKER
0836A	~~4~~	5	SUPVG EMERGENCY MGMT COORD,CEO

SECTION 13. Section 6.53.010 (Department of Children and Family Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2545A~~	~~1~~	~~IT TECHNICAL SUPPORT ANALYST I~~

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SECTION 14. Section 6.53.010 (Department of Children and Family Services) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2584A	2	INFORMATION TECHNOLOGY AIDE
2585A	1	SENIOR INFORMATION TECHNOLOGY AIDE
2547A	1	SENIOR IT TECHNICAL SUPPORT ANALYST
2551A	2	SENIOR OPERATING SYSTEMS ANALYST

SECTION 15. Section 6.53.010 (Department of Children and Family Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~111~~	112	ADMINISTRATIVE SERVICES MANAGER I
9088A	~~44~~	45	CHILDREN SERVICES ADMINISTRATOR III
2591A	~~15~~	13	INFORMATION SYSTEMS ANALYST II
2546A	~~3~~	2	IT TECHNICAL SUPPORT ANALYST II
2214A	~~967~~	965	INTERMEDIATE TYPIST-CLERK
2525A	~~23~~	21	SENIOR APPLICATION DEVELOPER

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SECTION 16. Section 6.55.010 (Child Support Services Department) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
8242F	1	STUDENT WORKER

SECTION 17. Section 6.55.010 (Child Support Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1003A	~~7~~	8	ADMINISTRATIVE SERVICES MANAGER II
2214A	~~224~~	222	INTERMEDIATE TYPIST-CLERK
2161A	~~23~~	22	LEGAL OFFICE SUPPORT ASSISTANT II

SECTION 18. Section 6.60.010 (Department of Consumer and Business Affairs) is hereby amended to change the title of the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1662A	2	~~CONSUMER AFFAIRS REPRESENTATIVE I~~ CONSUMER & BUSINESS AFFAIRS REP I
1662F	5	~~CONSUMER AFFAIRS REPRESENTATIVE I~~ CONSUMER & BUSINESS AFFAIRS REP I
1662O	2	~~CONSUMER AFFAIRS REPRESENTATIVE I~~ CONSUMER & BUSINESS AFFAIRS REP I
1663A	11	~~CONSUMER AFFAIRS REPRESENTATIVE II~~ CONSUMER & BUSINESS AFFAIRS REP II

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1663F	1	~~CONSUMER AFFAIRS REPRESENTATIVE II~~ CONSUMER & BUSINESS AFFAIRS REP II
1663N	4	~~CONSUMER AFFAIRS REPRESENTATIVE II~~ CONSUMER & BUSINESS AFFAIRS REP II
1664A	42	~~CONSUMER AFFAIRS REPRESENTATIVE III~~ CONSUMER & BUSINESS AFFAIRS REP III
1664N	17	~~CONSUMER AFFAIRS REPRESENTATIVE III~~ CONSUMER & BUSINESS AFFAIRS REP III

SECTION 19. Section 6.70.010 (District Attorney) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2602A	1	IT SECURITY ANALYST

SECTION 20. Section 6.70.010 (District Attorney) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9273N	~~33~~	32	DEPUTY DISTRICT ATTORNEY III

SECTION 21. Section 6.76.010 (Fire Department – Executive) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1003N	1	ADMINISTRATIVE SERVICES MANAGER II

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SECTION 22. Section 6.76.018 (Fire Department – Emergency Medical Services) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5512A	1	PHARMACIST

SECTION 23. Section 6.76.018 (Fire Department – Emergency Medical Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0888A	~~2~~	1	ADMINISTRATIVE ASSISTANT II

SECTION 24. Section 6.77.010 (Department of Public Health) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2489A~~	~~1~~	~~COMPUTER EQUIPMENT OPERATOR~~
~~2490A~~	~~1~~	~~COMPUTER SYSTEM OPERATOR~~
~~1407A~~	~~1~~	~~MEDICAL RECORDS CONSULTANT~~
~~5455C~~	~~1~~	~~PHYSICIAN SPECIALIST(MEGAFLEX)~~
~~2183A~~	~~1~~	~~SENIOR MEDICAL STENOGRAPHER~~

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SECTION 25. Section 6.77.010 (Department of Public Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4784A	1	DIETITIAN
6411A	3	FOOD SERVICE WORKER
5701N	2	HLTH FACILITIES CONSULTANT,NURSING
8326A	1	LIBRARY ASSISTANT I
0904N	1	MANAGEMENT ASSISTANT
5884N	10	SUBSTANCE ABUSE COUNSELOR

SECTION 26. Section 6.77.010 (Department of Public Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0647N	~~24~~	25	ACCOUNTANT II
5712N	~~1~~	2	ASST CHF,HLTH FACILITIES INSPN DIV
5233A	~~6~~	7	ASSISTANT PROGRAM SPECIALIST,PHN
4595A	~~22~~	25	ASSISTANT STAFF ANALYST,HLTH SERVS
5678A	~~50~~	51	CHIEF ENVIRONMENTAL HEALTH SPEC
5672A	~~210~~	221	ENVIRONMENTAL HEALTH SPECIALIST III
5673A	~~26~~	27	ENVIRONMENTAL HEALTH SPECIALIST IV
5668A	~~33~~	34	ENVIRONMENTAL HEALTH TECHNICIAN
4848A	~~22~~	24	HEALTH EDUCATOR

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4798N	~~1~~	3	HLTH FACIL CONSULT,DIET FOOD SERV
5864N	~~2~~	4	HLTH FACILITIES CONS,OCCUP THERAPY
5535N	~~4~~	5	HLTH FACILITIES CONSULT,PHARMACY
5707N	~~145~~	200	HEALTH FACILITIES EVALUATOR,NURSING
5710N	~~4~~	8	HEALTH FACILITIES PROG MGR,NURSING
4727A	~~11~~	22	HEALTH PROGRAM ANALYST I
4729A	~~14~~	20	HEALTH PROGRAM ANALYST II
4731A	~~8~~	10	HEALTH PROGRAM ANALYST III
4541A	~~2~~	3	HEALTH PROGRAM MANAGER I
2591N	~~15~~	16	INFORMATION SYSTEMS ANALYST II
2546N	~~4~~	10	IT TECHNICAL SUPPORT ANALYST II
2214A	~~209~~	210	INTERMEDIATE TYPIST-CLERK
9038A	~~2~~	3	MENTAL HEALTH CLINICAL SUPERVISOR
5476N	~~3~~	4	PHYSICIAN SPECIALIST(NON MEGAFLEX)
2526N	~~2~~	3	PRINCIPAL APPLICATION DEVELOPER
8973A	~~16~~	17	RESEARCH ANALYST III,BEHAVIOR SCI
2095N	~~5~~	7	SECRETARY II
9019N	~~1~~	5	SENIOR CLINICAL SOCIAL WORKER
2593N	~~5~~	8	SENIOR INFORMATION SYSTEMS ANALYST
2547N	~~8~~	10	SENIOR IT TECHNICAL SUPPORT ANALYST
5456N	~~6~~	7	SENIOR PHYSICIAN
2216N	~~80~~	86	SENIOR TYPIST-CLERK
4593A	~~41~~	43	STAFF ANALYST,HEALTH

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4593N	~~43~~	45	STAFF ANALYST,HEALTH
0907N	~~12~~	27	STAFF ASSISTANT I
0913N	~~17~~	18	STAFF ASSISTANT II
5709N	~~10~~	16	SUPVG HLTH FACILITIES EVALUATOR,NSG
8712A	~~2~~	3	SUPERVISING PSYCHOLOGIST
8594A	~~2~~	3	SUPVG REHABILITATION COUNSELOR
2331A	~~4~~	5	WAREHOUSE WORKER I

SECTION 27. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~4108N~~	~~2~~	~~DEPARTMENTAL FACILITIES PLANNER I~~
~~1753A~~	~~1~~	~~SUPERVISING STATISTICAL ANALYST~~

SECTION 28. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4229A	2	CONTRACT PROGRAM MONITOR
1517A	1	DISASTER SERVICES SPECIALIST
4231A	1	SUPVG CONTRACT PROGRAM MONITOR
8712A	1	SUPERVISING PSYCHOLOGIST

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SECTION 29. Section 6.78.010 (Department of Health Services – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4586A	~~3~~	4	ADMR,CONTRACT PROGS SPECIAL SERVS
4595N	~~4~~	3	ASSISTANT STAFF ANALYST,HLTH SERVS
5457A	~~1~~	2	CHIEF PHYSICIAN I
5513A	~~6~~	7	CLINICAL PHARMACIST
8697A	~~2~~	4	CLINICAL PSYCHOLOGIST II
1759A	~~4~~	5	EPIDEMIOLOGIST
1757A	~~3~~	5	EPIDEMIOLOGY ANALYST
2214A	~~69~~	68	INTERMEDIATE TYPIST-CLERK
6035A	~~3~~	4	PATIENT TRANSPORTATION SUPVR I
5476A	~~19~~	20	PHYSICIAN SPECIALIST (NON MEGAFLEX)
9035A	~~9~~	11	PSYCHIATRIC SOCIAL WORKER II
4594A	~~41~~	42	SENIOR STAFF ANALYST,HEALTH
4593A	~~141~~	143	STAFF ANALYST,HEALTH
8243F	~~11~~	10	STUDENT PROFESSIONAL WORKER I
2482F	~~3~~	5	STUDENT PROF WORKER,INFO TECH

DRAFT

SECTION 30. Section 6.78.030 (Department of Health Services – Managed Care Services) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1138A	~~17~~	16	INTERMEDIATE CLERK

SECTION 31. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~4803A~~	~~2~~	~~NUTRITIONIST II~~

SECTION 32. Section 6.78.055 (Department of Health Services – Harbor Care South) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
4979A	~~6~~	5	BLOOD GAS LABORATORY TECHNICIAN I
5513A	~~23~~	26	CLINICAL PHARMACIST
1138A	~~243~~	242	INTERMEDIATE CLERK
2214A	~~142~~	141	INTERMEDIATE TYPIST-CLERK
5595A	~~7~~	6	ORTHOPEDIC TECHNICIAN

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5504A	~~46~~	70	PHARMACY TECHNICIAN
5474F	~~16~~	15	PHYSICIAN,MD(NON MEGAFLEX)
5411M	~~101~~	109	PHYSICIAN,POST GRADUATE(2ND YEAR)
5411M	~~77~~	78	PHYSICIAN,POST GRADUATE(4TH YEAR)
5411M	~~41~~	42	PHYSICIAN,POST GRADUATE(6TH YEAR)
5411M	~~1~~	2	PHYSICIAN,POST GRADUATE(7TH YEAR)
5476A	~~315~~	316	PHYSICIAN SPECIALIST(NON MEGAFLEX)

SECTION 33. Section 6.78.060 (Department of Health Services – LAC+USC Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	**NO. OF ORDINANCE POSITIONS**		**TITLE**
4895A	~~131~~	130	CLINICAL LABORATORY SCIENTIST I
5513A	~~31~~	32	CLINICAL PHARMACIST
2209A	~~9~~	8	MEDICAL TRANSCRIBER TYPIST
5408M	~~175~~	177	PHYSICIAN,POST GRADUATE(1ST YEAR)
5411M	~~188~~	189	PHYSICIAN,POST GRADUATE(3RD YEAR)
5476A	~~50~~	51	PHYSICIAN SPECIALIST(NON MEGAFLEX)
1140A	~~89~~	88	SENIOR CLERK
1352A	~~2~~	1	STATISTICAL CLERK

DRAFT

SECTION 34. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~7072A~~	~~1~~	~~DARKROOM ATTENDANT~~

SECTION 35. Section 6.78.065 (Department of Health Services – Rancho Los Amigos) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1138A	~~69~~	68	INTERMEDIATE CLERK
6834A	~~5~~	4	INTERMEDIATE LAUNDRY WORKER
5512A	~~14~~	17	PHARMACIST
5504A	~~17~~	20	PHARMACY TECHNICIAN
5411M	~~17~~	14	PHYSICIAN,POST GRADUATE(7TH YEAR)

SECTION 36. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~7521A~~	~~1~~	~~MILLWRIGHT~~
~~5608A~~	~~1~~	~~OPTHALMOLOGY TECHNICIAN~~

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SECTION 37. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
5575A	1	RENAL DIALYSIS EQUIPMENT TECHNICIAN

SECTION 38. Section 6.78.070 (Department of Health Services – Olive View-UCLA Medical Center) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
6257A	~~5~~	6	CARPENTER
6471A	~~7~~	6	ELECTRICIAN
1138A	~~113~~	111	INTERMEDIATE CLERK
5286A	~~19~~	20	NURSE MANAGER
5512A	~~23~~	27	PHARMACIST
5504A	~~40~~	46	PHARMACY TECHNICIAN
4981A	~~6~~	5	PHLEBOTOMY TECHNICIAN II
7745A	~~2~~	3	REFRIGERATION MECHANIC
5134A	~~311~~	313	REGISTERED NURSE II

DRAFT

SECTION 39. Section 6.78.090 (Department of Health Services – Ambulatory Care Network) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
5090A	~~131~~	132	CLINIC LICENSED VOCATIONAL NURSE I
5513A	~~1~~	2	CLINICAL PHARMACIST
8103A	~~11~~	13	COMMUNITY HEALTH WORKER
1138A	~~65~~	64	INTERMEDIATE CLERK
2214A	~~258~~	253	INTERMEDIATE TYPIST-CLERK
5121A	~~104~~	105	NURSE PRACTITIONER
5512A	~~61~~	63	PHARMACIST
5504A	~~46~~	72	PHARMACY TECHNICIAN
5135A	~~64~~	65	REGISTERED NURSE III

SECTION 40. Section 6.80.010 (Department of Human Resources) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~5458A~~	~~1~~	~~CHIEF PHYSICIAN II~~
~~1913N~~	~~1~~	~~HUMAN RESOURCES ANALYST IV~~
~~2214F~~	~~100~~	~~INTERMEDIATE TYPIST-CLERK~~

DRAFT

SECTION 41. Section 6.80.010 (Department of Human Resources) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1137F	150	OFFICE SUPPORT ASSISTANT

SECTION 42. Section 6.80.010 (Department of Human Resources) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1911A	~~18~~	17	HUMAN RESOURCES ANALYST II
1913A	~~67~~	68	HUMAN RESOURCES ANALYST IV
1890A	~~14~~	13	PERSONNEL ASSISTANT
1914A	~~36~~	35	PRINCIPAL ANALYST,HUMAN RESOURCES
1916A	~~12~~	13	SENIOR HUMAN RESOURCES MANAGER
1891A	~~23~~	24	SENIOR PERSONNEL ASSISTANT

SECTION 43. Section 6.81.010 (Internal Services Department) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
1078A	1	ADMINISTRATIVE MANAGER X,ISD

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SECTION 44. Section 6.81.010 (Internal Services Department) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0978A	~~4~~	5	PROGRAM MANAGER II
0907A	~~8~~	9	STAFF ASSISTANT I

SECTION 45. Section 6.86.010 (Department of Mental Health) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~8252F~~	~~13~~	~~YOUTH WORKER~~

SECTION 46. Section 6.86.010 (Department of Mental Health) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
4594A	1	SENIOR STAFF ANALYST,HEALTH
8252M	13	YOUTH WORKER

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SECTION 47. Section 6.86.010 (Department of Mental Health) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8697A	~~266~~	276	CLINICAL PSYCHOLOGIST II
8697N	~~10~~	11	CLINICAL PSYCHOLOGIST II
8103A	~~361~~	360	COMMUNITY HEALTH WORKER
8103N	~~73~~	74	COMMUNITY HEALTH WORKER
4707A	~~11~~	8	DEPUTY DIRECTOR,MENTAL HEALTH(UC)
2214A	~~473~~	476	INTERMEDIATE TYPIST-CLERK
2214N	~~10~~	11	INTERMEDIATE TYPIST-CLERK
9002A	~~257~~	261	MEDICAL CASE WORKER II
9038A	~~277~~	276	MENTAL HEALTH CLINICAL SUPERVISOR
5278A	~~185~~	182	MENTAL HEALTH COUNSELOR,RN
5278N	~~8~~	9	MENTAL HEALTH COUNSELOR,RN
4741A	~~57~~	58	MENTAL HLTH PROGRAM MANAGER II
4735A	~~239~~	238	MENTAL HEALTH PSYCHIATRIST
4735N	~~1~~	2	MENTAL HEALTH PSYCHIATRIST
9035A	~~1236~~	1255	PSYCHIATRIC SOCIAL WORKER II
8162N	~~1~~	2	PSYCHIATRIC TECHNICIAN II
8973A	~~4~~	6	RESEARCH ANALYST III,BEHAVIOR SCI
2096A	~~74~~	75	SECRETARY III
2216A	~~122~~	124	SENIOR TYPIST-CLERK
8712A	~~50~~	52	SUPERVISING PSYCHOLOGIST

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SECTION 48. Section 6.94.010 (Department of Parks and Recreation) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0354A	~~95~~	97	GROUNDS MAINTENANCE WORKER II
8796H	~~879~~	880	RECREATION SERVICES LEADER

SECTION 49. Section 6.104.010 (Public Defender) is hereby amended to delete the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~2160N~~	~~2~~	~~LEGAL OFFICE SUPPORT ASSISTANT I~~
~~2161N~~	~~2~~	~~LEGAL OFFICE SUPPORT ASSISTANT II~~
~~1849A~~	~~1~~	~~SENIOR DEPARTMENTAL PERSONNEL TECH~~

SECTION 50. Section 6.104.010 (Public Defender) is hereby amended to add the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
9201A	1	CONSTITUTIONAL POLICING ADVR,SH(UC)

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SECTION 51. Section 6.104.010 (Public Defender) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9263A	~~4~~	5	ASSISTANT PUBLIC DEFENDER(UC)
9246A	~~10~~	4	DEPUTY PUBLIC DEFENDER I
9248N	~~5~~	1	DEPUTY PUBLIC DEFENDER II
9251N	~~15~~	14	DEPUTY PUBLIC DEFENDER III
2901N	~~4~~	1	INVESTIGATOR II,PD
2111A	~~4~~	5	MANAGEMENT SECRETARY V
9232N	~~12~~	10	PARALEGAL
9233N	~~15~~	13	SENIOR PARALEGAL

SECTION 52. Section 6.106.010 (LA County Library) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1002A	~~14~~	15	ADMINISTRATIVE SERVICES MANAGER I
2214A	~~18~~	16	INTERMEDIATE TYPIST-CLERK

SECTION 53. Section 6.108.010 (Department of Public Social Services) is hereby amended to delete the following class and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
~~8250M~~	~~2~~	~~CAREER DEVELOPMENT INTERN~~

DRAFT

SECTION 54. Section 6.108.010 (Department of Public Social Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
8013A	~~5~~	6	ASST DIR OF PUBLIC SOCIAL SERVS(UC)
8021A	~~324~~	325	HUMAN SERVICES ADMINISTRATOR I
2110A	~~6~~	7	MANAGEMENT SECRETARY IV
2095A	~~153~~	154	SECRETARY II
9051A	~~832~~	824	SOCIAL WORKER
8243F	~~10~~	7	STUDENT PROFESSIONAL WORKER I

SECTION 55. Section 6.109.010 (Department of Public Works) is hereby amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
2550A	1	OPERATING SYSTEMS ANALYST
2594A	1	PRINCIPAL INFO SYSTEMS ANALYST

SECTION 56. Section 6.109.010 (Department of Public Works) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0647A	~~33~~	34	ACCOUNTANT II
4141A	~~15~~	14	CAPITAL PROJECTS MANAGER,PW

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3435A	~~139~~	141	CIVIL ENGINEER
3424A	~~29~~	28	CIVIL ENGINEERING ASSISTANT
3652A	~~12~~	11	CIVIL ENGINEERING TECHNICIAN
4229A	~~8~~	9	CONTRACT PROGRAM MONITOR
6541A	~~3~~	2	ELECTRONICS COMMUNICATIONS TECH
2214A	~~85~~	83	INTERMEDIATE TYPIST-CLERK
3430A	~~170~~	166	PRINCIPAL CIVIL ENGINEERING ASST
2061A	~~3~~	2	PRINCIPAL REAL PROPERTY AGENT
3743A	~~4~~	6	REGIONAL SEWER MAINTENANCE SUPT
2095A	~~13~~	12	SECRETARY II
2097A	~~46~~	44	SECRETARY IV
3436A	~~109~~	110	SENIOR CIVIL ENGINEER
3428A	~~197~~	194	SENIOR CIVIL ENGINEERING ASSISTANT
4197A	~~62~~	57	SENIOR CONSTRUCTION INSPECTOR
0913A	~~31~~	32	STAFF ASSISTANT II
4231A	~~2~~	4	SUPVG CONTRACT PROGRAM MONITOR
3530A	~~2~~	1	SUPVG TELECOM SYSTEMS ENGINEER
2471A	~~4~~	2	SUPERVISING TITLE EXAMINER I
3893A	~~25~~	24	SURVEY PARTY CHIEF I
3528A	~~2~~	1	TELECOMMUNICATIONS SYSTEMS ENGINEER
3919A	~~4~~	3	VALUATION ENGINEER II

DRAFT

SECTION 57. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby amended to change the number of ordinance positions for the following class:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
9315H	~~92~~	95	ELECTION ASSISTANT III,NC

SECTION 58. Section 6.120.010 (Sheriff – Administration) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0648A	~~17~~	18	ACCOUNTANT III
1066A	~~2~~	1	ASSISTANT DIVISION DIRECTOR,SHERIFF
1138A	~~27~~	25	INTERMEDIATE CLERK
2214A	~~50~~	49	INTERMEDIATE TYPIST-CLERK
2719A	~~24~~	26	LIEUTENANT
2104A	~~3~~	2	SENIOR SECRETARY V
8242F	~~99~~	98	STUDENT WORKER

SECTION 59. Section 6.120.012 (Sheriff – Custody) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2719A	~~110~~	108	LIEUTENANT
2216A	~~20~~	21	SENIOR TYPIST-CLERK

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SECTION 60. Section 6.120.014 (Sheriff – General Support Services) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1555A	~~5~~	6	AUTO FINGERPRINT IDENT SYS OPNS SUP
4128A	~~5~~	4	FACILITIES PROJECT MANAGER II
1229A	~~55~~	54	OPERATIONS ASSISTANT II,SHERIFF
4132A	~~2~~	1	PRINCIPAL FACILITIES PROJECT MGR

SECTION 61. Section 6.120.018 (Sheriff – Patrol Clearing Account) is hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
2708A	~~3813~~	3812	DEPUTY SHERIFF
2719A	~~183~~	182	LIEUTENANT
2717A	~~664~~	665	SERGEANT

SECTION 62. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[628050KPCEO]

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BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Registrar-Recorder/County Clerk	
SUBJECT	REQUEST APPROVAL OF MASTER AGREEMENT TEMPLATE FOR AS-NEEDED TEMPORARY STAFFING SERVICES AND DELEGATED AUTHORITY TO ENTER INTO MASTER AGREEMENTS WITH TEMPORARY STAFFING VENDORS	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: The annual aggregate cost for all MAs is not to exceed $7.254 million up to a maximum amount over the potential total term of $54.405 million.	Funding source: There is currently $2.097 million in the Department's FY 2019-20 Adopted Budget to fund the costs of these as-needed services. The difference of $5.157 million was requested in RRCC's FY 19-20 Supplemental Changes Budget Request as part of the Voting Solutions for All People (VSAP) request. Funds to finance the MAs option years will be requested through the annual budget process.
	TERMS (if applicable): The MAs will commence upon execution by all Parties for a period of five (5) years unless extended or sooner terminated in-whole or in-part, with two (2) one-year and six (6) one-month extension options, for an aggregate term of seven (7) years and six (6) months.	
	Explanation:	
PURPOSE OF REQUEST	The RR/CC is seeking qualified vendors to enter into MAs with the County to provide as-needed technical and non-technical staffing services in support of County-administered elections and the Department's successful implementation of the Voting Solutions for All People (VSAP).	
BACKGROUND (include internal/external issues that may exist)	VSAP will increase the County's election/voting period from one (1) day to eleven (11) days and will replace traditional polling places with Vote Centers (VC), necessitating a considerable increase in the Department's temporary workforce during election cycles. The Department requires the services of Contractors for the placement of temporary personnel in the Department's headquarters and warehouse locations prior to, during, and after an	

	election, as well as at drop box locations, permanent ballot collection centers, and VCs throughout the County of Los Angeles (County) during each voting period. Assignment durations for as-needed technical staffing services will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day and evening hours, as well as weekdays, weekends and holidays, and may require overtime that will be coordinated with the County Project Manager for each assignment. The Department will be responsible for the MAs and issuance of subsequent WOS to all qualified vendors. Each WOS shall include the Statement of Work which illustrates work performed. The MA does not guarantee any contractor any minimum amount of work and costs will only be incurred as services are requested through WOS. Payment for work will be on an hourly basis and subject to the maximum compensation specified in each individual WOS. Contractors will be contacted and informed of specific services required via WOS. The assigned work will be on a rotational basis; however, the RR/CC or designee has the discretion to assign work to any of its contractors.
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Dean C. Logan Registrar-Recorder/County Clerk (562) 462-2716 dlogan@rrcc.lacounty.gov Rita Figueroa Registrar-Recorder/County Clerk (562) 462-2636 rfigueroa@rrcc.lacounty.gov

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 3, 2019

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

Dear Supervisors:

REQUEST APPROVAL OF MASTER AGREEMENT TEMPLATE FOR AS-NEEDED TEMPORARY STAFFING SERVICES AND DELEGATED AUTHORITY TO ENTER INTO MASTER AGREEMENTS WITH TEMPORARY STAFFING VENDORS
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)

SUBJECT:

The Registrar-Recorder/County Clerk (RR/CC) requests approval of the attached Master Agreement (MA) template #19-003 (Attachment I) as well as delegated authority to enter into future MAs with temporary staffing vendors.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached MA template. The MAs are for a base term of five (5) years with two (2) one-year and six (6) one-month extension options, with work assigned on an as-needed and intermittent basis, for a potential seven (7) year, six (6) month total term. The annual aggregate cost for all MAs is not to exceed $7.254 million up to a maximum amount over the potential total term of $54.405 million.

2. Delegate authority to the RR/CC, or designee, to enter into substantially similar MAs with each of the nine (9) qualified contractors (Attachment II) that submitted a Statement of Qualifications (SOQ) for as-needed temporary staffing services in response to the Department's Request for Statement of Qualifications (RFSQ) #19-003.

3. Delegate authority to the RR/CC, or designee, to increase the annual MA amount, up to an additional ten (10) percent, of the maximum potential contract sum for unforeseen additional work within the scope of these MAs. Delegate authority to the RR/CC, or designee, to execute additional MAs substantially similar to the template during the seven (7) year, six (6) month term outlined in the agreement with qualified contractors that submit SOQs and meet the requirements listed in RFSQ #19-003.

4. Delegate authority to the RR/CC, or designee, to execute Amendments to MAs that are within the scope of the MAs, including, but not limited to, extensions of the MA term, any enhancement of services, changes in Board policies or County requirements, and revisions which materially affect the scope of work or any term or condition included in the MOU, provided County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or designee, to terminate MAs within ten (10) days after the notice is sent.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The RR/CC is seeking qualified vendors to enter into MAs with the County to provide as-needed technical and non-technical staffing services in support of County-administered elections and the Department's successful implementation of the Voting Solutions for All People (VSAP).

VSAP will increase the County's election/voting period from one (1) day to eleven (11) days and will replace traditional polling places with Vote Centers (VC), necessitating a considerable increase in the Department's temporary workforce during election cycles.

The Department requires the services of Contractors for the placement of temporary personnel in the Department's headquarters and warehouse locations prior to, during, and after an election, as well as at drop box locations, permanent ballot collection centers, and VCs throughout the County of Los Angeles (County) during each voting period.

Assignment durations for as-needed technical staffing services will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day and evening hours, as well as weekdays, weekends and holidays, and may require overtime that will be coordinated with the County Project Manager for each assignment.

Assignment durations for as-needed non-technical staffing services will be for a period of not to exceed ninety (90) days per Government Code 31000.4, with shifts to include day and evening hours, as well as weekdays, weekends and holidays, and may require frequent overtime that will be coordinated with the County Project Manager for each assignment.

The solicitation will remain open until the needs of the Department are met. All SOQs or response documents to the solicitation received after the initial due date will be reviewed as

they arrive to the Department.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. II, Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering entities supporting vibrant communities.

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/ FINANCING:

The total annual cost of the recommended MA shall not exceed $7.254 million, which inclues $4,351 million for as-needed technical staffing services and $2.903 million for non-technical staffing. The MA does not guarantee any contractor any minimum amount of work and costs will only be incurred as services are requested through Work Order Statements (WOS). Payment for work will be on an hourly basis and subject to the maximum compensation specified in each individual WOS.

There is currently $2.097 million in the Department's FY 2019-20 Adopted Budget to fund the costs of these as-needed services. The difference of $5.157 million was requested in RRCC's FY 19-20 Supplemental Changes Budget Request as part of the Voting Solutions for All People (VSAP) request. Funds to finance the MAs option years will be requested through the annual budget process.

Contractors are required to submit a Pricing Sheet as part of the requirements of their SOQ that lists hourly and overtime rates. Approval of the MA template will allow the Department to issue WOS to qualified contractors for as-needed temporary staffing services at the rates specified in the SOQ Pricing Sheet for each contractor.

The pricing under this MA shall include all contractor's fees for supplying staffing to perform as-needed temporary staffing as well as all applicable taxes and administrative costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Department will be responsible for the MAs and issuance of subsequent WOS to all qualified vendors. Each WOS shall include the Statement of Work which illustrates work performed.

The MA does not guarantee any contractor any minimum amount of work and costs will only be incurred as services are requested through WOS. Payment for work will be on

an hourly basis and subject to the maximum compensation specified in each individual WOS.

The MAs will commence upon execution by all Parties for a period of five (5) years unless extended or sooner terminated in-whole or in-part, with two (2) one-year and six (6) one-month extension options, for an aggregate term of seven (7) years and six (6) months.

Contractors will be contacted and informed of specific services required via WOS. The assigned work will be on a rotational basis; however, the RR/CC or designee has the discretion to assign work to any of its contractors.

Three (3) of the initial nine (9) recommended qualified contractors are certified as Local Small Business Enterprises (LSBE)

The MA contains County's standard provisions regarding contractor obligations and compliance with all Board of Supervisors, Chief Executive Office (CEO), and County Counsel requirements. Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, and the Safely Surrender Baby Law.

The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended MA as to form. CEO has reviewed and approved this Board letter. County Counsel has reviewed this Board letter and has approved the attached MA template as to form.

CONTRACTING PROCESS:

The Department issued RFSQ #19-003 on May 22, 2019, through the County's Open Bids and Solicitations website for SOQs from contractors that could provide As-Needed Temporary Staffing Services. Additionally, RFSQ release letters were sent to two-hundred fourteen (214) viable staffing service agencies found via Internet search. The RFSQ was also placed on social media via the Department's Facebook and Twitter accounts as well as the Department's VSAP website.

Ten (10) SOQs were received by the initial submission deadline on June 21, 2019 from 22nd Century Technologies, Inc., Howroyd Wright Employment Agency (dba Apple One Employment Services), Bridget Y. Horan Consulting, LLC, Good People, Inc., CathyJon Enterprises, Inc. (dba HB Staffing), Impex Technologies, Inc., JM Temporary Services and Affiliates (JM Staffing), LA Business Personnel, Inc., Staffmark Investment, LLC, and TekSystems. No contractors were disqualified.

The Department is recommending approval of the Master Agreement template and delegated authority to enter into agreements with nine (9) of the ten (10) initial contractors. An agreement with the remaining initial company may be executed once all requested updates to the original SOQ submission is made and fully vetted. The RFSQ will remain

open throughout the term of the agreement and subsequent MAs will be executed with qualified contractors.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The County of Los Angeles is the largest election jurisdiction in the United States with over five (5) million registered voters and counting. The Department is responsible for conducting Countywide and Statewide elections as well as Special Elections for State, Federal, and County vacancies, school districts, and special districts upon request. Approval of the MA template and delegated authority to enter into MAs with temporary staffing agencies will help alleviate the considerable increase of the Department's temporary workforce during election cycles.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF:VW:jw

Enclosure

c: Chief Executive Officer
County Counsel

MASTER AGREEMENT #19-003

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

AND

CONTRACTOR

FOR

AS-NEEDED TEMPORARY STAFFING SERVICES

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MASTER AGREEMENT #19-003

BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

AND

CONTRACTOR

FOR

AS-NEEDED TEMPORARY STAFFING SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 201_ by and between the County of Los Angeles, Department of Registrar-Recorder/County Clerk hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide _____ Services.

RECITALS

WHEREAS, the County may contract with private businesses for Temporary Staffing Services when certain requirements are met; and

WHEREAS, the Contractor is a firm specializing in providing Temporary Staffing Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Registrar-Recorder/County Clerk or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F (F1, F2), G (G1, G2, G3), H and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Exhibits:

1.1 Exhibit A County's Administration

1.2 Exhibit B Contractor's Administration

1.3 Exhibit C Contractor's EEO Certification

1.4 Exhibit D Jury Service Ordinance

1.5 Exhibit E Safely Surrendered Baby Law

1.6 Exhibit F Work Order Format (Fixed Price Per Deliverable Basis)

- F1 Master Agreement Work Order As-Needed Technical Staffing Services
- F2 Master Agreement Work Order As-Needed Non-Technical Staffing Services

1.7 Exhibit G Forms Required for Each Work Order Before Work Begins

- G1 Certification of Employee Status
- G2 Certification of No Conflict of Interest
- G3 Contractor Acknowledgement and Confidentiality Agreement

1.8 Exhibit H As-Needed Temporary Staffing Services Classification Pricing Schedule

1.9 Exhibit I Master Agreement Discrepancy Report

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 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 meaning, unless otherwise apparent from the context in which they are used.

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 Amendment: The term used herein shall mean a written change to this Agreement entered into in accordance with Section 8.1 (Amendments).

2.3 Ballot Marking Devices or BMD: The Ballot Marking Device (BMD) is a key equipment component to the VSAP election system. The BMD allows voters to mark their ballots.

2.4 Board, Board of Supervisors, or BOS: The terms used herein shall mean the County's Board of Supervisors, County of Los Angeles, California.

2.5 Contractor Project Manager: The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.6 County: The term used herein shall mean the County of Los Angeles or Department of Registrar-Recorder/County Clerk.

2.7 County Master Agreement Program Director or MAPD: The individual has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

2.8 County Project Director: Person designated by the MAPD with authority to approve all Work Order solicitations and executions.

2.9 County Project Manager: Person designated as chief contact with respect to the day-to-day administration of the Master Agreement.

2.10 County's Work Order Directors: Responsible for coordinating and monitoring the Work Order.

2.11 Day(s): Calendar day(s) unless otherwise specified.

2.12 Debarment: The process that precludes an existing contractor and/or a bidder/proposer from:

1) submitting a bid/response to a County solicitation;

2) being awarded a contract; and/or

3) performing work on a County contract for a period of up to three (3) years.

2.13 Department: The term used herein shall mean the Department of Registrar-Recorder/County Clerk.

2.14 ePollbooks: Electronic Pollbook is a tabular device that provides voter's name and prints the corresponding ballot through an attached thermal printer.

2.15 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.16 InkaVote Plus: Los Angeles County's current voting system which uses ink marking pens to mark ballots.

2.17 Liquated Damages: The monetary amount deducted from Contractor's payment due to non-compliance with the Contract and/or deficiencies in performance.

2.18 Master Agreement or MA: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.19 Non-Responsible: A finding by the County that a bidder/proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.

2.20 Non-Responsive: Generally refers to the failure of a bidder/proposer to comply with all solicitation requirements making the bidder/proposer ineligible for consideration in that specific evaluation process.

2.21 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed MA with the Department.

2.22 Quality Control Plan: All necessary measures taken by the Contractor to assure that the quality of service meets Contract requirements regarding security, accuracy, timeless, appearance, completeness, consistency and conformity as set forth in the Statement of Work.

2.23 Registrar-Recorder/County Clerk or RR/CC: Department Head of the Department of Registrar-Recorder/County Clerk.

2.24 Request For Statement of Qualifications or RFSQ: A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.25 Responsible: A bidder/proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.

2.26 Responsive: A bid/proposal submitted to the County that complies with all solicitation requirements.

2.27 Solicitation Document: A document developed by the County to obtain bids, proposals, and other information from bidders/proposers.

2.28 Statement of Qualifications or SOQ: A Contractor's response to an RFSQ.

2.29 Statement of Work or SOW: A written description of tasks and/or deliverables desired by County for a specific Work Order.

2.30 Tier 0: Phone support and remote diagnostics using a script or other resources available.

2.31 Tier 1: Field support to troubleshoot or replace devices.

2.32 Vendor: An organization/company submitting a bid/proposal in response to the County's solicitation for goods and/or services.

2.33 Vote Centers or VC: Physical polling location where a voter casts an election ballot.

2.34 Voting Period: A period lasting up to 11 consecutive days per election, in which the residents of Los Angeles County can vote at any Vote Center throughout Los Angeles County.

2.35 Voting Solutions for All People or VSAP: County's new election voting system.

2.36 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the qualified bids responding to the requirements of the proposed Work Order. No work shall be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Work Orders shall conform to Exhibit F1 or F2. The particular Work Order is to be performed on a fixed price per deliverable basis as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Work Orders shall generally conform to either Exhibit F1 or F2, and are to be performed on a fixed price per deliverable basis (see Exhibit F1 or F2) as determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of

Contractor for which Contractor shall have no claim whatsoever against County.

3.4 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Work Order solicitation, County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.

3.5 Upon completion of evaluations, County shall execute the Work Order by and through the Department staff identified in this Master Agreement with the lowest cost Qualified Contractor unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either rebid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.

3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.

3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to sub-paragraph 8.42, Termination for Default.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors. This Master Agreement shall expire five (5) years after the date of its execution unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors.

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

4.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department at the address herein provided in Exhibit A.

5.0 MASTER AGREEMENT SUM

5.1 The pricing under this Master Agreement shall include all Contractor's fees for supplying staffing to perform as-needed temporary staffing services as well as all applicable taxes as specified in this Agreement including any and all attachments thereto. Contractor shall bill the County according to firm and fixed hourly rates as specified in Exhibit H of this Agreement for providing as-needed temporary staffing services.

5.2 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.

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

5.4 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

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 Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 **Invoices and Payments**

5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order by deliverable, as services will be performed on a fixed price per deliverable basis (see Exhibit F1 and F2).

5.5.2 Payment for all work shall be on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with sub-paragraph 8.26, Liquidated Damages.

5.5.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who shall be responsible for a detailed evaluation

of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Work Order.

5.5.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

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

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

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

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

5.5.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov

with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit A. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on

request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;

- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;

- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Work Order Directors are not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order

Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.3.1 Contractor Personnel

7.3.1.1 Contractor shall be responsible for providing competent staff to fulfill the Master Agreement. County shall have the right to review and approve potential staff prior to performing services under this Master Agreement.

7.3.1.2 Contractor shall ensure that by the first day of employment, all persons working on this Master Agreement have signed an acknowledgement form regarding confidentiality that meets the standards of the Department of Registrar-Recorder/County Clerk for County employees having access to confidential Criminal Offender Record Information (CORI). Contractor shall retain the original CORI form and forward a copy to County Contract Manager within five (5) business days of start of employment. Refer to Appendix A (Technical Staffing Services), Exhibit 3 or Appendix B (Non-Technical Staffing Services), Exhibit 2.

7.3.1.3 All persons must be able to read, write, spell, speak, understand English and possess good grammatical skills. In some assignments, personnel who can speak, read, write, understand other languages will also be required.

7.3.1.4 County reserves the right to have County Program Manager or designee interview any or all prospective employees of Contractor.

7.3.1.5 Contractor shall assign a sufficient number of employees to perform required work.

7.3.1.6 County reserves the right to preclude the Contractor staff from performing services under this Master Agreement. The Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Master Agreement, when requested to do so by the County Project Manager or Contract Manager.

7.3.1.7 Contractor shall be required to conduct a background check of their employees as set forth in sub-paragraph 7.5 (Background and Security Investigations) of this Master Agreement.

7.3.1.8 Personnel provided by Contractor shall present a neat appearance and be properly attired. County reserves the right to determine appropriate attire.

7.3.1.9 Contractor shall have available persons who will be available to replace an absent employee and/or a permanent vacancy within twenty-four (24) hour notice. County shall compensate Contractor only for hours worked by those alternate employees.

7.3.1.10 Contractor shall employ persons age eighteen (18) years or older for positions.

7.3.1.11 Contractor shall provide the County Program Manager and Contracts Manager with a current

list of employees and keep this list updated weekly during the contract period.

7.3.1.12 When personnel are needed for a job with public contact, the County Program Manager may, at his/her sole discretion, direct the Contractor to replace any of the staff the County Program Manager determines is harmful to the public or Department of Registrar-Recorder/County Clerk clients during the performance of their job, or which otherwise made it inappropriate for such persons to be in contact with the public or Department of Registrar-Recorder/County Clerk clients.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

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

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

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

7.5 Background and Security Investigations

7.5.1 Background and security investigations of Contractor's staff are required as a condition of beginning and continuing work under resulting Master Agreement. Contractor shall be

responsible for the ongoing implementation and monitoring of sub-paragraphs 7.5.1 through 7.5.8.

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

7.5.3 No personnel employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the employee for this service is approved in writing by the County.

7.5.4 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

7.5.6 Disqualification of any member of Contractor's staff pursuant to this sub-paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.5.7 No Contractor or Subcontractor staff providing services under this Master Agreement shall be on active probation or parole.

7.5.8 Contractor or Subcontractor staff performing services under this Master Agreement shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.

7.6 Confidentiality

Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

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

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

7.6.2.1 Contractor shall sign and adhere to the provisions of Exhibit G3 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk.

8.1.2 The Registrar-Recorder/County Clerk or designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk.

8.1.3 **Addition of Skilled Categories/Technical Specializations**

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director of the Registrar-Recorder/County Clerk to add or delete Skilled Categories or Technical Specializations.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

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

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

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Master Agreement.

8.5 Complaints

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

8.5.1 Within five (5) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within three (3) business days of receiving the complaint.

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

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

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own

counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person 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 Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with County's Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the 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 the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct

from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement 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 County Master Agreements 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 the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement 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 policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the 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.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-employment

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County

employees who are on a re-employment list during the life of this Master Agreement.

8.11 Consideration of Hiring GAIN/GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will

not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and

Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 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 immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 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 by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment

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

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

8.18 Facsimile or Electronic Scanned Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

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

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be,

the employees or agents of the other party for any purpose whatsoever.

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section and Section 8.25 of this Master Agreement. 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 Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.24.1 Evidence of Coverage and Notice to County

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

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

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, CA 90650
Attention: Contract Monitor

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 Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

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

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

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

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, 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 worker's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- Professional Liability/Errors and Omissions *(required for Technical and Non-Technical Staffing Services)*

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

- Property Coverage *(required for Technical Staffing Services)*

  Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

- Privacy/Network Security (Cyber) Liability *(required for Technical Staffing Services)*

  Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (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 $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

8.26.2 If the RR/CC or designee determines that there are deficiencies in the performance of this Master Agreement that the RR/CC or designee, deems are correctable by the Contractor over a certain time span, the RR/CC or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the RR/CC or designee may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as

may be specified in any Performance Requirements Summary (PRS) Charts in future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal

Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Registrar-Recorder/County Clerk, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit E, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at www.babysafela.org.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for

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

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

8.37 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County

of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Registrar-Recorder/County Clerk
Contracts and Grants Section
12400 Imperial Highway
Room 5115
Norwalk, CA 90650
Attention: Contract Monitor

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Master Agreement;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or

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

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

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

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

8.45.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

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

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

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

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

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

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

8.53 Time off For Voting

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

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

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

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. 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 Master Agreement.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices

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

8.57 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Local Small Business Enterprise (LSBE) Preference Program

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

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

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

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and

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

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Social Enterprise (SE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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

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

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an

amount of not more than ten percent (10%) of the amount of the Master Agreement; and

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

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

9.7 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*.
(Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201)

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

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

devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

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

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

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

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

1. Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;

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

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

Not withstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

AUTHORIZATION OF MASTER AGREEMENT FOR AS-NEEDED TEMPORARY STAFFING SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Registrar-Recorder/County Clerk or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2019.

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

CONTRACTOR

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy County Counsel

MASTER AGREEMENT EXHIBITS FOR AS-NEEDED TEMPORARY STAFFING SERVICES

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COUNTY'S ADMINISTRATION

MASTER AGREEMENT NUMBER:

WORK ORDER NUMBER:

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name:
Title:
Address:

Phone:
Email:

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:

Phone:
Email:

COUNTY WORK ORDER DIRECTOR:

Name:
Title:
Address:

Phone:
Email:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:

Phone:
Email:

COUNTY CONTRACTS MANAGER:

Name:
Title:
Address:

Phone:
Email:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR:

MASTER AGREEMENT NUMBER:

WORK ORDER NUMBER:

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:

Phone:
Email:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Phone:
Email:

Name:
Title:
Address:

Phone:
Email:

Notices to Contractor shall be sent to the following address:

Name:
Title:
Address:

Phone:
Email:

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

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,

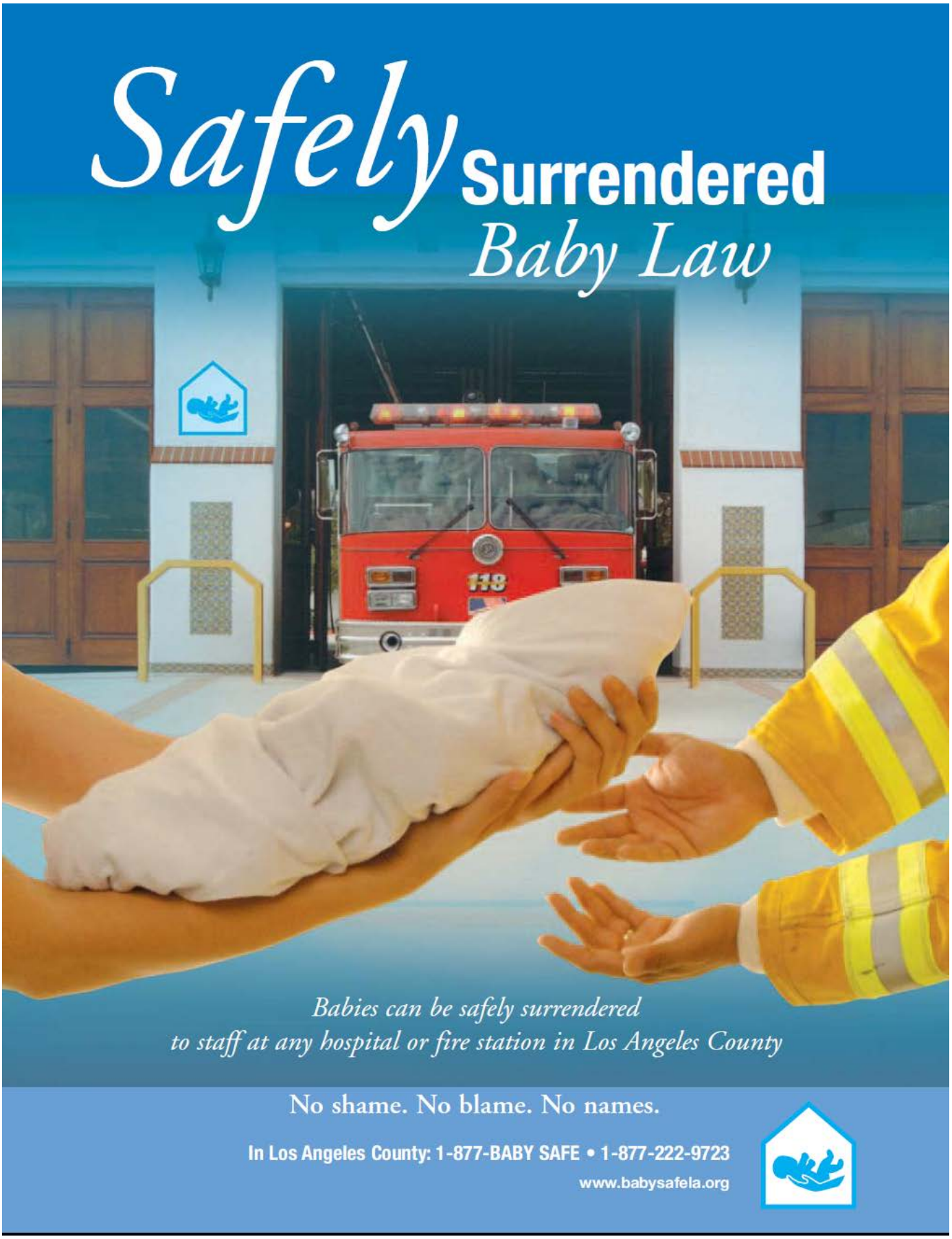
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“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)


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

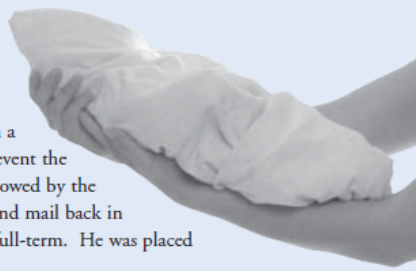
What happens to the parent or surrendering adult?

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.babysafela.org

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www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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.

EXHIBIT F

WORK ORDER FORMAT

(FIXED PRICE PER DELIVERABLE BASIS)

MASTER AGREEMENT WORK ORDER
AS-NEEDED TECHNICAL STAFFING SERVICES
(FIXED PRICE PER DELIVERABLE BASIS)

_____
(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Election Date and Title: _____

Summary Description of Assignment: _____

_____

Period of Performance: _____
Tentative Start Date and End Date (Election Period)

Date Work Order Section I Due from Contractor: _____

County Requesting Department/Unit: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL
Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL
Number of Temporary Personnel Staff Required: _____

Job Classification: _____

Contractor shall provide the below-listed personnel:
Skill Category: _____
Name: _____
Name: _____
Name: _____

III. PAYMENT
A. Hourly Billable Rate: _____

B. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount

Total Maximum Amount: _____

C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

D. Contractor shall submit all invoices under this Work Order to:

_____

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR	COUNTY OF LOS ANGELES
By: _____	BY: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER AGREEMENT WORK ORDER
AS-NEEDED NON-TECHNICAL STAFFING SERVICES
(FIXED PRICE PER DELIVERABLE BASIS)

_____
(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Election Date and Title: _____

Summary Description of Assignment: _____

_____

Period of Performance: _____
Tentative Start Date and End Date (Election Period)

Date Work Order Section I Due from Contractor: _____

County Requesting Department/Unit: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL
Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL
Number of Temporary Personnel Staff Required: _____

Job Classification: _____

Contractor shall provide the below-listed personnel:
Skill Category: _____
Name: _____
Name: _____
Name: _____

III. PAYMENT
A. Hourly Billable Rate: _____

B. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____

Total Maximum Amount: _____

C. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit __ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

D. Contractor shall submit all invoices under this Work Order to:

_____

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

A. That is not specified in this Work Order, and/or
B. That utilizes personnel not specified in this Work Order, and/or
C. That exceeds the Total Maximum Amount of this Work Order, and/or
D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR	COUNTY OF LOS ANGELES
By: _____	BY: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT G

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CERTIFICATION OF NO CONFLICT OF INTEREST

G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

AS-NEEDED TEMPORARY STAFFING SERVICES

MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

_____
CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____

2. _____

3. _____

4. _____

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

AS-NEEDED TEMPORARY STAFFING SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF NO CONFLICT OF INTEREST

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

_____
CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

   1. Employees of the county or of public agencies for which the board of supervisors is the governing body;

   2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;

   3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:

      a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

      b. Participated in any way in developing the contract or its service specifications; and

   4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No._____ County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

AS-NEEDED TEMPORARY STAFFING SERVICES
CLASSIFICATION PRICING SCHEDULE

MASTER AGREEMENT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

AS-NEEDED TEMPORARY STAFFING SERVICES
RECOMMENDED CONTRACTORS

CONTRACTOR	ADDRESS
22nd Century Technologies	556 North Diamond Bar Boulevard Suite 302 Diamond Bar, CA 91765 (888) 998-7284
Howroyd Wright Employment Agency (dba Apple One Employment Services)	16371 Beach Boulevard Suite 240 Huntington Beach, CA 92647 (714) 848-2610
Bridget Y. Horan Consulting, LLC	401 East 129th Street Los Angeles, CA 90061 (310) 697-9270
Good People, Inc.	17315 Studebaker Road Suite 202 Cerritos, CA 90702 (858) 467-1348
CathyJon Enterprises, Inc. (dba HB Staffing)	2120 Main Street Suite 250 Huntington Beach, CA 92648 (714) 960-2800
Impex Technologies	880 Apollo Street Suite 315 El Segundo, CA 90245 (310) 320-0280
JM Temporary Services and Affiliates (JM Staffing)	554 East Foothill Boulevard Suite 117 San Dimas, CA 91773 (909) 599-1494
LA Business Personnel, Inc.	3325 Wilshire Boulevard Suite 805 Los Angeles, CA 90010 (213) 365-1010
Staffmark Group	350 South Grand Suite 1610 Los Angeles, CA 90071

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Registrar-Recorder/County Clerk (RR/CC)	
SUBJECT	Memorandum of Understanding Agreement Between RR/CC and the City of Santa Barbara	
PROGRAM	Elections	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	September 9, 2019 is the deadline to authorize vendors to mass produce and execute election logistics.	
COST & FUNDING	Total cost: $250,000.00	Funding source:
	TERMS (if applicable): 6 Months	
	Explanation: The City shall reimburse the County in full for the services performed upon presentation of the bill to the city.	
PURPOSE OF REQUEST	In addition to the standard resolution(s), this request needs to take the form a Board Letter because an MOU is involved.	
BACKGROUND (include internal/external issues that may exist)	The County of Santa Barbara is unavailable to consolidate with the City of Santa Barbara for the November 5, 2019 election. The County of Los Angeles through the RR/CC is available to render specified election services to the City, while the City of Santa Barbara's City Clerk will continue to act as the Elections Official.	
DEPARTMENTAL AND OTHER CONTACTS	Dean C. Logan Registrar-Recorder/County Clerk (562) 462-2716 dlogan@rrcc.lacounty.gov Aaron Nevarez Manager, Governmental & Legislative Affairs (562) 462-2800 anevarez@rrcc.lacounty.gov	

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 3, 2019

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

Dear Supervisors:

REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN THE DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK AND THE CITY OF SANTA BARBARA

ALL SUPERVISORIAL DISTRICTS
(3 VOTES)

SUBJECT:

The Registrar-Recorder/County Clerk (RR/CC) requests approval to enter into a MOU agreement with the City of Santa Barbara and act as a contracted entity in the performance of election duties to conduct the City's November 5, 2019 General and Special Municipal Election.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the RR/CC or designee to enter into a MOU agreement with the City of Santa Barbara and act as a contracted entity in the performance of Election duties.

2. Grant authority to the RR/CC or designee to conduct the City of Santa Barbara November 5, 2019 General and Special Municipal Election.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Due to the passage of election consolidation Measure B in November 2018, the City of Santa Barbara City Charter now provides that the City hold an odd year election in 2019. The election to be held this November will select councilmembers by district, the Mayor at-large, and the seats for City election districts 1, 2 and 3.

Consulting vendors that were used by the City in administering previous elections are unavailable for the November 5, 2019 election. The County of Santa Barbara is unavailable to consolidate with the City of Santa Barbara for the November 5, 2019 election. The County of Los Angeles through the RR/CC is available to render specified election services to the City, while the City of Santa Barbara's City Clerk will continue to act as the Elections Official.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This request supports the County Strategic Plan as follows:

GOAL III. Realize Tomorrow's Government Today: Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

Los Angeles County provides elections services for the largest most complex electorate in the country. The Department of Registrar-Recorder/County Clerk (Department) serves as a dependable change agent that supports local municipalities and districts as the elections landscape continues to evolve because of changes in statutory requirements and voting technology. Additionally, with the implementation of VSAP in 2020, the Department's capability to provide and manage a wider range of elections services throughout the County will significantly expand.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the Department for conducting the Election. RR/CC will invoice the City for the full costs of the election and the City must reimburse the County in full pursuant to Elections Code 10002. A cost estimate has been provided to the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel was consulted and there are no legal restrictions that would prevent RR/CC from conducting the election. The Election would be conducted in the same manner as other municipal and district elections are conducted by the Department.

Elections Code Section 10002 provides that the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election. Subject to approval of the Board of Supervisors, these services shall be performed by the county elections official.

On May 21, 2019, the City of Santa Barbara City Council approved the City Administrator to negotiate a Memorandum of Understanding with RR/CC to conduct the November 5, 2019 City of Santa Barbara General and Special Municipal Election.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Election will be an all-mail ballot, one-time event and will have no major operational impact on current services. The Department will not be required to recruit polling places and poll workers or provide poll worker training. There will be no deployment of equipment and supplies before the election, and less de-processing, canvassing, and auditing of ballots and election material after the election.

There is a maximum of approximately 50,000 voters involved which is considered a smaller scale electorate. Further, the number of jurisdictions in the County participating in November odd-year cycles has dropped significantly over the past 4 years. There was an average of 150 jurisdictions on past ballots; there will only be about 25 jurisdictions (83% fewer) on the November 5, 2019 ballot. This translates into less consumption of pre-, mid- and post-election resources.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF:VW:cw

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF SANTA BARBARA AND THE COUNTY OF LOS ANGELES FOR OPERATION OF THE CITY SANTA BARBARA'S NOVEMBER 5, 2019 GENERAL AND SPECIAL MUNICIPAL ELECTION

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made as of this ___ day of _____, 2019, by and between the City of Santa Barbara, a municipal corporation and Charter City, (hereinafter the "City") and the County of Los Angeles, a political subdivision of the State of California ("County"), by and through its Department of the Registrar-Recorder/County Clerk ("RR/CC"). County and City are hereinafter sometimes referred to collectively as the "Parties" and each individually as a "Party."

The City and the County understand and acknowledge the following with respect to this Memorandum of Understanding:

1.0 RECITALS.

The following recitals are statements of the purposes and goals of this Memorandum of Understanding:

1.1 City General Election. The City of Santa Barbara City Charter calls for a General Election in odd-numbered years to select councilmembers by district and the Mayor at-large, and the seats for City election districts 1, 2 and 3 are up for election in November, 2019. Due to Measure B's passage in November, 2019, the Charter now provides that the City hold an odd year election in 2019, with another odd year election in November 2021. The next General Election will be in November 2024, and elections will be every two years thereafter. Accordingly, the elections for Districts 1, 2, and 3 in the 2019 General Election shall be for five year terms, with elections for Districts 4, 5, and 6 in the 2021 General Election for five year terms. Starting with the November, 2024 election, all Mayoral and District positions elected in General Elections shall be for five year terms.

1.2 City Special Election. The City's November 5, 2019 Election will also be a Special Election to fill the two years remaining on the District 6 Council seat. Furthermore, if a voter-sponsored initiative qualifies for the ballot, there will be a City-wide measure on the ballot.

1.3 City's Consultants Unavailable. Consulting vendors previously used by the City of Santa Barbara in administering previous elections are unavailable for the November 5, 2019 election.

1.4 County of Santa Barbara. The County of Santa Barbara is unavailable to consolidate with the City of Santa Barbara for the November 5, 2019 election.

1.5 County of Los Angeles. The County of Los Angeles through the RR/CC is available to render specified election services to the City, while the City of Santa Barbara's City Clerk will continue to act as the Elections Official.

1.6 County Administration of the City's Election. On XXXX, 2019 the City issued a resolution requesting the County Board of Supervisors to permit the county elections official to render specified services to the City relating to the conduct of the November 5, 2019 Election.

1.7 City Council Authorized Negotiation of Memorandum of Understanding. On May 21, 2019, the City of Santa Barbara City Council approved the City Administrator to negotiate a Memorandum of Understanding with the RR/CC regarding administration of elements of November 5, 2019 City of Santa Barbara General and Special Municipal Election.

1.8 Scope of Work Determined. The RR/CC shall perform the following services: sample ballot and ballot design, sample ballot and ballot printing; sample ballot and ballot processing and printing; provision of an RR/CC permanent or temporary staff member to accompany City staff or consultants while verifying signatures on vote by mail ("VBM") envelopes; ballot tally; and canvass. The City shall perform all other processes, including, but not limited to, the candidate nomination process, finalization of content of sample ballot and ballot, transport of returned vote by mail envelopes to RR/CC, contact with voters regarding missing or unmatched signatures; provision of duplicate ballots as appropriate, and verification of signatures on vote by mail envelopes.

1.9 Cost Proposal. A cost proposal is attached as Exhibit A.

2.0 INTERPRETATION AND PURPOSE OF THIS MEMORANDUM.

2.1 Purpose of Memorandum of Understanding. This Memorandum of Understanding has been prepared to outline a plan for the County, by and through its RR/CC, to conduct the City's November 5, 2019 General and Special Municipal Election.

2.2 Consistent with State Election Code and City Charter. It is the intent of both parties that the agreement detailed herein will be conducted in full compliance with

requirements of the State of California Elections Code, the City of Santa Barbara Charter, and the Santa Barbara Municipal Code.

3.0 GENERAL TERMS AND CONDITIONS.

3.1 The term of this Agreement shall commence upon the execution thereof by all Parties and shall continue in effect for a period of six (6) months unless sooner terminated or extended as provided herein.

3.2 Any extension to the Agreement term shall be made by an Amendment executed by the RR/CC, or designee, and the City Clerk.

3.3 No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the Parties and approved as to form by County Counsel.

4.0 COUNTY RESPONSIBILITIES.

4.1 County will act as a contracted entity in the performance of Election duties.

4.2 Relating to the conduct of the November 5, 2019 election pursuant to the resolution of the governing body of the City requesting that the County permit the county elections official to render the following services : sample ballot and ballot design, sample ballot and ballot printing; sample ballot and ballot processing and printing; provision of an RR/CC permanent or temporary staff member to accompany City staff or consultants while verifying signatures on vote by mail (“VBM”) envelopes; ballot tally; and canvass.

4.3 County is available to perform its responsibilities pursuant to this Agreement during the following times:

• Telephone support: 9:00 A.M. to 5:00 P.M. Monday- Friday

• Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday- Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

• Staff support: 9:00 A.M. to 5:00 P.M. Monday- Friday. County will not perform services during County or Federal Holidays.

4.4 County agrees to complete all designated tasks consistent with deadlines and requirements in the California Elections Code.

5.0 CITY RESPONSIBILITIES.

5.1 City is responsible for City elections conducted by the City. The governing board of any city may by resolution request the board of supervisors of the county permit the county elections official to render specified services to the city relating to the conduct of an election. Pursuant to the resolution of the City's governing body, the City shall reimburse the County in full for the services performed upon presentation of the bill to the City.

5.2 Elections Official. The City Administrator/Clerk/Treasurer, or his or her designee, will be the Elections Official.

5.3 Candidate Nomination. The City will retain responsibility for the candidate nomination process, including processing of candidate nomination documents, verifying signatures on candidate nomination documents, making final determinations with regard to ballot designations and candidate statements, and providing the County with a final list of candidate names and related information to be included in the ballot and voter information pamphlet.

5.4 Ballot Measures. The City will retain responsibility for qualifying ballot measures, including preparing a title and summary, accepting completed petitions, verifying petition signatures, accepting arguments, and providing final ballot measure language and related documentation to the County to be included in the ballot and voter information pamphlet.

5.5 Acceptance of Ballots. The City will maintain a U.S. Postal Service Post Office Box and will regularly collect ballots from this location for ballot signature verification.

5.6 Ballot Signature Verification. The City will verify signatures on ballots against voter registration records before delivery of ballots to the County.

5.7 Resolution of Ballot Signature Issues. The City, not County, will work with voters to resolve issues of missing or non-matching signatures. City will resolve any ballot signature issues before delivery of such ballots to the County.

5.8 Transport of Mail Ballots Received to County. The City will transport ballots to the County for processing.

5.9. Announcement of Election Results. The City Elections Official will announce the results of the Election upon receipt of the results from the County.

5.10 Certification of Election Results. The City Elections Official will certify the results of the Election upon completion of the canvas by the County.

5.11 The City agrees to complete all designated tasks consistent with deadlines and requirements in the California Elections Code.

6.0 CONTACTS. Each Party will appoint a person or persons to serve as the official contact(s) and coordinate the activities of the respective Party in carrying out this Agreement, which may change upon written notice. Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to RR/CC and City under this Agreement shall be directed as indicated below.

COUNTY

Operations Manager:

Name: Aaron Nevarez, Manager Governmental and Legislative Affairs

Address: 12400 Imperial Highway, Suite 7001 Norwalk, CA 90650

Phone: (562) 462-2800

Email: anevarez@rrcc.lacounty.gov

Contracts Manager:

Name: Veronica Williams, Manager Contracts Section

Address: 12400 Imperial Highway, Suite 5115 Norwalk, CA 90650

Phone: (562) 462-2905

Email: vwilliams@rrcc.lacounty.gov

CITY

Contact:

Name: Sarah Gorman, City Clerk Services Manager

Address: 735 Anacapa Street, Santa Barbara, CA 93101

Phone: (805) 564-5309

Email: sgorman@santabarbaraca.gov

7.0 INDEMNIFICATION. The City shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages , demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the

performance of this Agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the City, its trustees, officers, agents, employees, or volunteers.

8.0 INDEPENDENT CONTRACTORS. This Agreement is by and between the County (through RR/CC) and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between RR/CC and City. The City understands and agrees that all City employees arranged by City to furnish services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of City and not of RR/CC. City shall bear the sole responsibility and liability for furnishing Workers' Compensation Files benefits to any City employee for injuries arising from or connected with services performed pursuant to the Agreement.

9.0 FISCAL PROVISIONS. The RR/CC shall invoice the City as outlined in the estimate included in Attachment A. However, in the event that any unforeseen additional cost or fees are incurred by RR/CC, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, troubleshooting of software information, RR/CC will be reimbursed its full costs within thirty days of invoicing.

10.0 TERMINATION.

10.1 Both parties may terminate this agreement, without cause, upon 30 days' written notice.

10.2 Notwithstanding 10.1 above, City agrees that if the County reasonably believes any covenant or agreement contained in Paragraphs 3 or 5 were violated or breached, the County may revoke and terminate this Agreement immediately, in addition to any of County's other rights and remedies provided at law and in equity.

10.3 The City's Responsibilities, pursuant to Paragraphs 3 and 5 assignment of County's ownership rights, beyond the limited License provided herein.

11.0 LIMITATION OF LIABILITY.

11.1 The City agrees that if County has substantial and direct liability, whether arising under contract, tort, strict liability, or other form of action, such liability shall not exceed the greater of (i) the moneys paid to County under this Agreement, or (ii) $500.

11.2 WRIT OF MANDATE. The City will retain responsibility to defend any pre-election challenge, including a writ of mandate challenging a candidate statement, claims that an error or omission has occurred, or is about to occur, in the placing of any name on, or in the printing of, a ballot, voter information guide, or other official matter, or that any neglect of duty has occurred or is about to occur.

12.0 WAIVER. No waiver of a breach of any provision of the Agreement by RR/CC will constitute a waiver of any other breach of said provision or of any other provision of the Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

13.0 ASSIGNMENT. The rights under this Agreement may not be assigned.

14.0 INSURANCE COVERAGE REQUIREMENTS.

14.1 PRIVACY/NETWORK SECURITY (CYBER) INSURANCE. Privacy/Network Security ("Cyber") liability coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs), (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 $5 million. No exclusions/restrictions for unencrypted portable devices/media may be on the policy. 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. City is Self-Insured for all claims, including privacy/network security (cyber) liability and thus the insurance requirement is waived.

14.2 FAILURE TO MAINTAIN COVERAGE. The City's failure to maintain the insurance, to provide acceptable evidence that it maintains the Required Insurance, or evidence of self-insurance shall constitute a material breach of the Agreement, upon which County immediately may suspend or terminate this Contract.

15.0 GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16.0 ELECTRONIC SIGNATURES. The Parties hereby agree facsimile and electronic scanned versions of original signatures of authorized officers of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

IN WITNESS WHEREOF, the City and the County have executed this Memorandum of Understanding as of the day and year set opposite the signature of the City and the County.

COUNTY OF LOS ANGELES

DEAN C. LOGAN

Registrar-Recorder/County Clerk

CITY OF SANTA BARBARA

AGENCY HEAD OR DESIGNEE

City Clerk

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: NAME

TITLE

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All supervisorial districts	
DEPARTMENT	Registrar-Recorder/County Clerk	
SUBJECT	Request Approval of Contract with Scanner Holdings Corporation (***ibml***) for ***ibml*** Scanner Tally Maintenance and Support (M&S) Services	
PROGRAM	Voting Solutions for All People (VSAP)	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: $3,697,072	Funding source: The total cost for the contract is $3,697,072. The estimated cost breakdown is $726,212 for FY 19-20; $726,212 for FY 20-21; $726,212 FY 21-22; $747,998 for FY 22-23; and $770,438 for FY 23-24. Funding for FY 19-20 was requested in the RRCC's FY 19-20 Supplemental Budget Request as part of the Voting Solutions for All People (VSAP) request. Funding for future years will be requested through RRCC's annual budget request process.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	RR/CC requests approval of the attached contract with ***ibml*** to provide election specific Tally M&S services on twenty (20) ImageTrac 6400 scanners (***ibml*** scanners) used to tabulate ballots cast by Los Angeles County voters during elections. Optimum performance is vital to the accuracy of election results.	
BACKGROUND (include internal/external issues that may exist)	The purpose of Contract #19-002 is to provide ***ibml*** Scanner Tally M&S services on 20 high speed ***ibml*** scanners used during elections. The services required for each ***ibml*** scanner include monthly Tally M&S and onsite Tally M&S support during Major elections (i.e. Presidential, General, Primary, State-Wide and Special Elections that affect Los Angeles County). Additional services on as-needed basis may include onsite Tally M&S services during minor elections.	
DEPARTMENTAL AND OTHER CONTACTS	Veronica Williams Contracts Manager 562-462-2905 vwilliams@rrcc.lacounty.gov	

Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 3, 2019

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

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT WITH SCANNER HOLDINGS CORPORATION FOR IBML SCANNER TALLY MAINTANENCE AND SUPPORT SERVICES
ALL SUPERVISORIAL DISTRICTS
(3 VOTES)

SUBJECT:

The Registrar-Recorder/County Clerk (RR/CC) requests approval of the attached contract #19-002 with Scanner Holdings Corporation (***ibml***) to provide election specific maintenance and support (Tally M&S) services for ImageTrac 6400 scanners (***ibml*** scanners) used to tabulate ballots cast by Los Angeles County voters during elections. Optimum performance is vital to the accuracy of election results.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the RR/CC, or designee, to execute a Contract with ***ibml*** to provide ***ibml*** scanner Tally M&S services substantially similar to Attachment I, effective September 3, 2019 through September 2, 2022 with two (2) additional one-year optional periods and six (6) month-to-month extensions for a maximum contract amount of $3,697,072.

2. Delegate authority to the RR/CC, or designee, to execute future amendments to extend the Contract for 2 additional one-year optional periods and six (6) month-to-month extensions provided approval from County Counsel is obtained.

3. Authorize the RR/CC, or his designee to execute increases to the original contact amount by no more than ten percent (10%) to accommodate unforeseen increases during the contracting period.

4. Delegate authority to the RR/CC, or designee, to issue written notice(s) of partial or total termination of the contract for convenience without further action by the Board of Supervisors, provided County Counsel approval is obtained.

5. Delegate authority to RR/CC, or designee, to prepare and execute future amendments to: (1) reflect changes to new legislation or changes to County Policy Terms and Conditions or (2) modify the statement of work to meet operational needs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of Contract #19-002 is to provide scanner Tally M&S services on high speed ***ibml*** scanners used to scan, print, initial validation, save images, and process voted ballots during the election tally process. The ***ibml*** scanners maximum throughput for legal size ballot cards is no less than 150 pages per minute per scanner.

The services required for each ***ibml*** scanner include monthly Tally M&S services and onsite Tally M&S support during major elections (i.e. Presidential, General, Primary, State-Wide and Special Elections that affect Los Angeles County). Additional services on as-needed basis may include onsite Tally M&S services during minor elections.

RR/CC ***ibml*** Scanner Tally History

- Rented: One (1) ***ibml*** scanner for testing and evaluation purposes on December 1, 2017 and returned on August 3, 2018.
- Procured: Two (2) ***ibml*** scanners and three (3) years M&S on July 5, 2018 via a capital lease (lease to own). The M&S services expires on July 10, 2021.
- Procured: Four (4) ***ibml*** scanners and M&S services were originally purchased on September 4, 2018. The M&S for the 4 ***ibml*** scanners expired on July 5, 2019.
- In Process: Fourteen (14) ***ibml*** scanners were originally purchased on July 9, 2019. The M&S for the 14 ***ibml*** scanners will expire on December 2, 2019.

November 2018 VSAP Vote by Mail Ballot Cards

Currently, a total of six (6) ***ibml*** scanners are being used by the RR/CC specifically for newly designed Voting Solutions for All People® (VSAP) full-face Vote by Mail (VBM) ballot cards. During the November 6, 2018 General Election, the ***ibml*** scanners successfully processed 1,350,313 VSAP VBM ballots consisting of over 4.1 million cards over the course of 25 calendar days.

2020 Presidential General and Primary Elections

14 additional ***ibml*** scanners will be installed by September 16, 2019 to process VBM ballots and the newly designed VSAP Vote Center ballot marking device (BMD) ballots beginning with the March 3, 2020 Primary Election. VSAP Vote Center BMD ballots will be permanently replacing the current InkaVote Vote at Poll ballots processed by LR election ballot card readers. The 2020 Presidential Primary and General Elections are expected to have a high turnout. The goal is to complete tabulation of the VSAP Vote Center BMD ballots the day after the Election Day and VSAP VBM ballots over the course of 28 calendar days beginning thirteen days before Election Day to14 days after Election Day (e-13 to e+14).

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/ FINANCING:

The total cost for the contract is $3,697,072. The estimated cost breakdown is $726,212 for FY 19-20; $726,212 for FY 20-21; $726,212 FY 21-22; $747,998 for FY 22-23; and $770,438 for FY 23-24. Funding for FY 19-20 was requested in the RRCC's FY 19-20 Supplemental Budget Request as part of the Voting Solutions for All People (VSAP) request. Funding for future years will be requested through RRCC's annual budget request process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Currently, there are over 5.3 million registered voters in the County of Los Angeles, the largest election jurisdiction in the United States. During a major election, the RR/CC processes millions of ballots, depending on voter turnout. Under the Voting Solutions for All People™ (VSAP), a new Tally System was approved and certified by the California Secretary of State (SOS) to process VSAP VBM ballots. The RR/CC is in the process of certifying the new VSAP Tally System to process VSAP BMD ballots beginning with the March 2020 election.

CONTRACTING PROCESS:

The RR/CC issued IFB #19-002 for ***ibml*** Tally M&S services on April 24, 2019. The solicitation was posted on the County bid website. The RR/CC requested the IFB sent to 4 different commodity codes related to scanner and office equipment M&S. The bid was also posted on the RR/CC website and social media websites including Twitter and Facebook. An extensive google search for companies providing scanner services was conducted. The companies identified in the search were sent a copy of the IFB via a solicitation letter. The RR/CC Contract's Analyst contacted the Office of Small Business for additional company referrals. A non-mandatory Bidders Conference took place on May 8, 2019. The IFB closed on May 21, 2019.

In an IFB solicitation, the lowest cost bid that meets the minimum requirements, and is responsive and responsible is recommended for a contract award. At the close of the IFB, the RR/CC received one bid that met the mandatory minimum requirements.

On June 4, 2019, the RR/CC sent a letter to ***ibml*** is outlining our intent to recommend them for a contract award to your Board. The RR/CC received a Letter of Intent from ***ibml*** pending your Board's approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The Chief Information Office (CIO) has reviewed this Board letter and determined that a CIO Analysis is not required for the recommended action as it contains no new information technology matters requiring review.

Tally M&S services on the ***ibml*** scanners is critical to providing fully functioning scanners for fast and accurate election results.

Respectfully submitted,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

DCL:RF:APL
PT:VW:ca

Enclosures

c: Chief Executive Officer
County Counsel

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SCANNER HOLDINGS CORPORATION (ibml)

FOR

IBML SCANNER TALLY MAINTENANCE AND SUPPORT SERVICES

Contract #: #19-002

Prepared by:

Department of the
Registrar-Recorder/County Clerk
Finance and Management Division/Contracts Section
12400 Imperial Highway, Room 5115
Norwalk, CA 90650
www.lavote.net
contracts@rrcc.lacounty.gov

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CONTRACT #19-002 BETWEEN

COUNTY OF LOS ANGELES

AND

SCANNER HOLDINGS CORPORATION (ibml) (CONTRACTOR)

FOR

IBML SCANNER TALLY MAINTENANCE AND SUPPORT SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and Scanner Holdings Corporation (ibml), hereinafter referred to as Contractor. Ibml is located at 2750 Crestwood Boulevard Birmingham, AL 35210.

RECITALS

WHEREAS, the County may contract with private businesses for Tally Maintenance and Support Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Tally Maintenance and Support Services; and

WHEREAS, the Tally Maintenance and Support Services are of an extraordinary technical and intermittent temporary nature; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Tally Maintenance and Support Services; and

WHEREAS, this Contract is authorized under Section 23004 of the Government Code, Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

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

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 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 meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract: Agreement executed between County and Contractor, including all exhibits and attachments thereto. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 County Contract Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.5 County Project Director: Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 County Project Manager: Person designated by County's Project Director to manage the operations under this Contract.

2.7 Day(s): Calendar day(s) unless otherwise specified.

2.8 Department: The Department of the Registrar-Recorder/County Clerk.

2.9 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years commencing after execution by County's Board of Supervisors on September __, 2019 and shall expire on September ___, 2022 unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

5.1 In consideration of the timely completion of the Services and Deliverables and in accordance with the terms and conditions herein, Contractor will be paid a fixed unit price per task as specified in Exhibit B (Pricing Schedule). The total maximum amount of this Contract shall be $3,697,072 including the base term in the amount of $2,178,636 and extensions (first option year $747,998 and $770,438 for the second option year).

In addition to the provisions set forth in this Paragraph 5 (Contract Sum), RR/CC or his/her designee may increase the Contract sum up to a maximum of an additional 10 percent (10%) of the total Contract sum ($369,708).

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event,

the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

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

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

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare line-item, detailed invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

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

5.5.5 All invoices under this Contract shall be emailed to the Project Director and Project Manager. Mail a hard copy of an invoice to Invoices may be mailed to:

Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650
Attention: Financial Services Section, Room 7211

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's

Project Manager, Contract and Finance staff prior to any payment thereof.

In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 **Not Applicable**

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

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

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

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

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

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

7.4 Background and Security Investigations

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

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

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

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, except those items related to Pool Dollars, an Amendment shall be prepared and executed by the Contractor and by the Department Head or his/her designee. Pool Dollar use shall be governed by the requirements of Task 7 of the Statement of Work, Exhibit A

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

8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Within 5 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 5 business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.

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

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

8.6 Compliance with Applicable Laws

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into

any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $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 the 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 the Contractor uses any Subcontractor to

perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.9 Conflict of Interest

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

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

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

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

8.11 Consideration of Hiring Gain-Grow Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any

other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to

otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 Indemnification

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

8.24 General Provisions for All Insurance Coverage

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

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

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

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

  Registrar-Recorder/County Clerk
  Attn: Contracts Section
  12400 Imperial Hwy. Room 5115
  Norwalk, CA 90650
  contracts@rrcc.lacounty.gov

  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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

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

8.24.3 **Cancellation of or Change in Insurance**

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

8.24.4 **Failure to Maintain Insurance**

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

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

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

8.24.7 **Waivers of Subrogation**

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

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

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

8.24.10 **Claims Made Coverage**

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

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

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

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

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

8.25 Insurance Coverage

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

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

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

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO

policy form WC 00 03 01 A) naming the County as the Alternate Employer, 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.

Professional Liability/Errors and Omissions

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

- **Technology Errors & Omissions Insurance**

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

- **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 no matter how it occurs]; (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 $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided

herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or

district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a

finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

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

8.37 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Registrar-Recorder/County Clerk
Attn: Contracts Section
12400 Imperial Hwy. Room 5115
Norwalk, CA 90650
contracts@rrcc.lacounty.gov

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

- 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.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

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

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Continent Fees

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

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

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

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

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

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

8.53 Time Off For Voting

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

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

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

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

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

8.55 Not Applicable

8.56 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may

constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Not Applicable

9.2 Ownership of Materials, Software and Copyright

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

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose

to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.2.6 All the rights and obligations of this sub-paragraph 9.3 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

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

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

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

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

9.4 Not Applicable

9.5 Not Applicable

9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed,

have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. (Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201)

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

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

9.7 Not Applicable

9.8 Electronic Signatures

The Parties hereby agree that facsimile and electronic scanned versions of original signatures of authorized signatories of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

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

COUNTY OF LOS ANGELES

By _____ for
DEAN C. LOGAN
REGISTRAR-RECORDER/COUNTY CLERK

CONTRACTOR
SCANNER HOLDINGS CORPORATION (ibml)

By_____

Name_____

By_____

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By_____
Michael D. Owens
Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK (SOW)
IBML SCANNER TALLY MAINTENANCE AND SUPPORT (TALLY M&S)
September 2019

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Exhibit 1- Contract Discrepancy Report (CDR)
Exhibit 2- Performance Requirements Summary Chart (PRS)

1.0 PURPOSE AND BACKGROUND

This Statement of Work (SOW) defines the tasks, deliverables and services to be provided by Contractor (Contractor) for ***ibml*** scanner Tally Maintenance and Support (Tally M&S) services.

Purpose

The Los Angeles County Registrar-Recorder/County Clerk (RR/CC) requires ***ibml*** scanner hardware and software maintenance and support (Tally M&S) for up to twenty (20) ImageTrac 6400 document scanners (***ibml*** scanners) used for election ballot processing. The County may purchase additional scanners during this contract. Tally M&S for potential additional scanners need to be included in this contract.

Tally M&S is required to provide optimum performance of the ***ibml*** scanners for accurate election ballot scanning. Tally M&S support is required for hardware components on the ***ibml*** scanners as well as the ***ibml*** software components and configurations which support the scanners.

Both Major and Minor Election Support Activities and critical Tally M&S support activities to the RR/CC shall be known herein as “Election Support Activities.”

Background

In 2018, the RR/CC certified a new voting system for processing Vote by Mail (VBM) ballots. As part of the process, the RR/CC acquired six (6) ***ibml*** ImageTrac 6400 document scanners to process the paper ballots. The 6 scanners are currently located at RR/CC Headquarters located at 12400 Imperial Hwy., Norwalk, CA 90650, but the location may change to different location(s) within Los Angeles County (TBD).

The RR/CC is planning on acquiring up to 14 additional ***ibml*** scanners (20 total), potentially of the same type, in 2019 and 2020 to meet the County’s business needs in the future.

All changes to this SOW must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

The following sections capture the tasks and deliverables that will be completed by the Contractor. This SOW is organized as follows:

***ibml* Scanner Tally M&S Tasks**		
Task #	**Tasks**	**Onsite Support Availability**
1	Kickoff Meeting	TBD
2	Hardware Tally M&S	Monthly
3	Onsite Tally M&S Services during Major Elections: 1) General Elections 2) Primary Elections 3) State-Wide Elections 4) Special Elections that affect Los Angeles County as a whole	Onsite support availability potentially 24/7 beginning up to: • one (1) month prior to an election; • 1 month after an election; • the Saturday before Election Day ("Simulation Saturday"); and • Election day through the end of ballot processing. For a list of current and upcoming elections please visit: https://lavote.net/home/voting-elections/current-elections/upcoming-elections
4	Onsite Tally M&S Services during Minor Elections (Upon Request Only) Minor Elections: 1) City Elections (RR/CC asked to conduct) 2) Special Elections that affect a portion of Los Angeles County	Onsite support availability beginning: • two (2) weeks prior to an election; two weeks after election; • the Saturday before Election Day ("Simulation Saturday"); and • Election day through the end of election night ballot processing. • Special elections of frequently scheduled six (6) weeks prior to election day.
5	Pool Dollars (Upon Request Only)	TBD

2.0 TASKS AND DELIVERABLES

Contractor is responsible for all five (5) Tasks and Deliverables for ***ibml*** scanner Tally M&S.

TASK 1- KICK-OFF MEETING

A mandatory kick-off meeting is required within thirty (30) days of the effective date of the Contract. The meeting may be held at the RR/CC Headquarters located at 12400 Imperial Highway, Norwalk, CA 90650, or via a Skype online meeting.

During the kick-off meeting, the RR/CC will provide an overview, introduce staff, respond to questions/ answers and discuss the Tasks, Deliverables and associated timeframes.

Task 1 Deliverable:

- A Kick-off meeting to occur within 30 days of the Effective Date of the Contract.

TASK 2 – PROVIDE MONTHLY IBML SCANNER TALLY M&S

Contractor must provide the following onsite ***ibml*** scanner Tally M&S on a monthly basis with the exception of Major elections, (A-F) below:

A. General Monthly Tally M&S: Contractor shall provide:

1. Onsite monthly routine Tally M&S to keep five (5) County identified ***ibml*** scanners in good operating condition
2. Correct all deficiencies in all ***ibml*** scanners
3. Correct all errors in all ***ibml*** scanners and provide User Support for all errors (whether caused by deficiencies or user error) arising during use of the ***ibml*** scanners from a help desk or certified technicians
4. Provide User Support for all errors arising through certified ***ibml*** scanner technicians and provide complete documentation to account for repairs and changes in the ***ibml*** scanners. Contractor shall maintain a maintenance history for all ***ibml*** scanner items serviced. Contractor must update ***ibml*** scanner specific Maintenance Logs for all repairs and maintenance

B. Preventative Maintenance (PM): Contractor shall conduct Preventative Maintenance services on a monthly basis on all ***ibml*** scanners to ensure proper functionality and reliability. Preventive Maintenance (e.g., to inspect, lubricate, clean and adjust the scanners) shall be performed in accordance to applicable ***ibml*** scanners maintenance, installation, and operator's manuals.

C. Corrective Maintenance: Contractor shall conduct Corrective Maintenance intended to correct any damage or malfunctions observed in the ***ibml*** scanners. The process will evaluate any defects and correct, repair or replace any part. Contractor will provide materials and parts necessary to ensure proper functioning of the ***ibml*** scanners in working condition. Parts shall be provided by the Contractor with no additional cost over and above the maintenance charges specified.

D. Equipment: All parts to repair or replace any failed equipment must be original ***ibml*** parts (OEM).

E. Contractor Staff: All maintenance shall be performed by ***ibml*** Certified Technicians trained in the operation, maintenance, and repair of ***ibml*** scanners. When required, provide guidance to RR/CC personnel in proper use and maintenance of the scanners.

F: Maintenance Tracking Log: Contractor shall create, update and submit an electronic Maintenance Tracking Log accessible 24/7 to authorized RR/CC staff, within 48 hours of any work being done on the ***ibml*** scanners. Log entries will include daily maintenance, monthly maintenance, and all repairs. The Maintenance Tracking Log

shall capture all components replaced (including, but not limited to ink cartridges, rollers, tires, belts, and other components of the ***ibml*** scanners) and all work performed on each scanner. The Maintenance Tracking Log shall include, at a minimum, the following information:

1. Scanner ID Number (assigned by County)
2. Scanner Serial Number (assigned by scanner manufacturer)
3. Date and time of maintenance
4. Current document number (total pages processed by scanner since manufacture)
5. Related Problem Number from Problem Log (if this maintenance task is tied to an open problem)
6. Contractor personnel performing maintenance
7. Description of the maintenance (include components replaced and work performed)

G: Problem Tracking Log*:* Contractor shall create and update an interactive/automated Problem Tracking Log accessible 24/7 to authorized County staff, which shall be reviewed and revised at least weekly for follow-up on unresolved issues. The Problem Log shall include the following:

1. Problem Number (a unique ID assigned by Contractor)
2. Date and time reported
3. County employee or affiliate reporting the problem and phone number
4. Contractor personnel receiving the initial County contact regarding the problem
5. Description of the problem
6. Priority Level assigned to problem
7. Resolution status and estimated fix date (completed by Contractor)
8. Resolution plan (completed by Contractor)
9. Resolution description and date resolved (completed by Contractor)
10. A log of each individual contact between County and Contractor regarding the problem, including the date, time, County and Contractor personnel names for each contact, textual summaries of phone calls, and copies of all related email text and other correspondence.

H: Unscheduled Service Requests (SRs): The RR/CC may request unscheduled Tally M&S through a Service Request (SR). An SR request may require adjustments and repairs to ***ibml*** scanners including the replacement (on an exchange basis) of unserviceable parts or components occasioned by the normal use of the ***ibml*** scanners. In the event the supported ***ibml*** scanner software fails to operate substantially as described in the then current manufacturer or equivalent user documentation for such Software, the RR/CC will request an SR.

Contractor shall provide telephone and email response through its Help Desk each Business Day between 8:00 am and 5:00 pm for unscheduled SRs. Contractor shall provide RR/CC in writing, the expected time frame required to perform services and replace parts (if applicable) for the RR/CC's consideration and approval.

The response time for unscheduled SRs is as follows:

- Hardware SR- Major/Minor Election Support Activities Only: Four (4) hour response between 8:00am – 5:00pm, 7-days per week (Sunday – Saturday)
- Hardware SR- All Other Time Frames: Next Business Day (NBD) response between 8:00am – 5pm, Monday - Friday
- Software SR- Major/Minor Election Support Activities Only: Contractor shall provide, within two (2) business days, a (1) temporary solution for the problem, or (2) a correction of the problem, in the next revision level of the Supported Software
- Software SR- All Other Time Frames: During the Contract term, Contractor shall give RR/CC written notice as to new maintenance revision levels of Supported Software available to RR/CC under agreement. Software Maintenance response shall be 8am - 5pm Monday - Friday. Software maintenance shall be provided via email and/or phone support

Contractor's Technicians shall provide the RR/CC a SR Ticket for each Unscheduled SR before leaving RR/CC's premises.

SR Tickets must include:

- Date(s) of service
- Scanner Model/Serial Number
- Address
- Full description of work completed including parts replaced
- Authorized Department personnel name (print and signed) and employee identification number
- Creating/Updating problem log entry for each

Task 2 Deliverables:

- Publish a monthly schedule of the Tally M&S in coordinated with and approved by with County's designated Project Manager
- Provide Monthly ***ibml*** Tally M&S for all scanners and update logs
- Provide Monthly management reports showing support tickets and the time worked on each support ticket
- Notify County of new releases of Supported Software
- Coordinate with County to install new releases of Supported Software
- Updating scanner-specific maintenance log for all work done on each scanner
- Open support tickets and provide details on the tickets as required by ***ibml*** help desk and support engineers
- Creating Problem Log entries for each SR ticket opened
- Updating Problem Log entries as work progresses on SR tickets

TASK 3 – PROVIDE ONSITE TALLY M&S SERVICES DURING MAJOR ELECTIONS

Contractor shall provide onsite ***ibml*** Tally M&S services and on-call support, as-requested during all Major Elections. In general, Major Elections occur one (1) time every calendar year. This may change based on Special Elections and other events

which cannot be planned more than 3-4 months prior to an election. Special elections may occur up to one (1) per calendar year, upon request only.

Contractor will provide onsite Tally M&S services during Major Elections to include:

- Preparing up to twenty (20) ***ibml*** scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Open support tickets and provide details on the tickets as required by the Help Desk and certified ***ibml*** Technicians
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner
- Provide monthly management reports showing support tickets and time worked on each support ticket

Major Election Timeframe

1. Contractor shall guarantee periods of availability for onsite support for Major Elections, including weekends and holidays, beginning one (1) month prior to Election Day and continuing for up to one (1) month after Election Day.

2. RR/CC will email Contractor a schedule (exact dates) and the exact number of scanners requiring support for onsite Tally M&S for Major Elections at least twelve (12) weeks prior to the start of any activities requiring support.

3. Election-specific Testing, as requested by the RR/CC. Contractor shall provide onsite Tally M&S during Election-specific Testing, beginning up to one (1) month prior to Election Day to up to one (1) month after Election Day, as needed. Onsite Tally M&S is required during regular business hours, Monday – Friday 9:00am-5:00pm during this operation.

4. Regular Ballot Scanning Operation: Contractor will provide onsite Tally M&S during the Regular Ballot Scanning Operation beginning up to fourteen (14) days prior to Election Day to up to twenty-eight (28) days after Election Day, including weekends and holidays. Onsite Tally M&S is required up to fifteen (15) hours per day from 7:00am - 10:00pm during this operation.

5. 24/7 Ballot Scanning Operation: Contractor will provide M&S during the 24/7 Ballot Scanning Operation beginning up to five (5) days prior Election Day to up to seven (7) days after Election Day, including weekends and holidays. Onsite M&S is required 24 hours a day, 7 days a week during this operation.

6. Contractor must provide sufficient staff to provide Tally M&S to up to 20 ***ibml*** scanners during the Regular Ballot Scanning Operation and 24/7 Ballot Scanning Operation.

At a minimum, Contractor will provide 1 certified field technician (for troubleshooting, configurations, installations, advanced maintenance, and to provide direction to support technicians) and three (3) ***ibml*** support technicians (familiar with the scanners to assist with maintenance (for scanner cleaning, wiping lenses, changing feed belts and tires, replacing ink, and other tasks as directed by the ***ibml***-certified Technician) on-site for every 5 scanners during all ballot scanning operations (e.g., 20 scanners will require four (4) technicians).

Task 3 Deliverables: Contractor will provide onsite Tally M&S services during major elections to include:

- Preparing scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Open support tickets and provide details on the tickets as required by ***ibml*** help desk and support engineers
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

TASK 4 – PROVIDE ONSITE TALLY M&S SERVICES DURING MINOR ELECTIONS (UPON REQUEST ONLY)

Contractor shall provide onsite ***ibml*** Tally M&S and on-call support, as-requested, during Minor Elections. Minor elections may occur up to one (1) per calendar year, upon request only.

Contractor will provide onsite Tally M&S services during Minor Elections to include:

- Preparing up to 20 ***ibml*** scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Open support tickets and provide details on the tickets as required by the Help Desk and certified ***ibml*** Technicians
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

Minor Election Timeframe

1. The RR/CC will email Contractor a schedule (exact dates) and the exact number of scanners requiring support for onsite Tally M&S for Minor Elections at least at least four (4) weeks prior to the start of any activities requiring support.

2. Contractor shall guarantee periods of availability for onsite support beginning up to seven (7) days prior to Election Day and to up to fourteen (14) days after Election Day.

3. Onsite work will be in four (4) hour blocks of time with no more than one block per calendar day.

Task 4 Deliverables: Contractor will provide onsite Tally M&S services during Minor Elections to include:

- Preparing scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Open support tickets and provide details on the tickets as required by ***ibml*** help desk and support engineers.
- Creating Problem Log entries for each support ticket opened.
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

TASK 5 – POOL DOLLARS (UPON REQUEST ONLY)

Pool Dollars are the amount allocated under the Contract for the provision by County of Additional Work, including Professional Services, approved by County.

Prior to performing Pool Dollar services, Contractor shall prepare and submit a written description of the work with an estimate of labor (time) and parts (materials) required to service Equipment to County. If the work exceeds Contractor's estimate, the County Project Director must approve the excess cost prior to the Additional Work being done. In any case, no Pool Dollars work shall commence without written authorization.
Pool Dollar services may include, at a minimum:

1. Customize software to support unforeseen capabilities or create new capabilities
2. Modify equipment for County requirements
3. Relocate or transport Equipment
4. Reconfiguration or realign Equipment due to changes to County's network or system configuration
5. Election System Testing, as-requested, no more than twice a year during Election Tally System Testing. Election Tally System Testing occurs when components of the system, or procedures for using the system, change and require testing and validation.
    - Election Tally System Testing may occur on the current version of the Election Tally System and will certainly occur for any future versions of the Election Tally System.
    - Contractor shall guarantee periods of availability for one (1) ***ibml*** Technician for up to five (5) business days during normal business hours during Election Tally System Testing.
6. Recertification: Inspect Equipment that has lapsed in warranty coverage to determine if equipment is in operating order and eligible for coverage under this agreement. Once Equipment has passed inspection or is brought to a supportable state, this Equipment may be added to this support agreement

Work shall commence on the established specified date and be completed within the time allotted. A completed, signed Service Request (SR) shall be attached to each Pool Dollar invoice submitted for payment.

Task 5 Deliverables:

- Provide weekly updates on the status of each Pool Dollars Service Request
- Updating scanner-specific maintenance log for all work done on each scanner
- Open support tickets and provide details on the tickets as required by ***ibml*** help desk and support engineers
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Provide written response to County's Service Request with a description of the work, and the estimate of the time and materials required

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Meetings to be scheduled by the County and Contractor Project Managers, as needed.

4.2 Contract Discrepancy Report

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

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

4.3 **County Observations**

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

5.0 DEFINITIONS

5.1 **Deliverables** shall mean the items identified Statement of Work to be delivered or provided by CONTRACTOR to COUNTY under the terms of this Contract.

5.2 ***Ibml* Scanner:** Refers to ImageTrac 6400 document scanners

5.3 **Statement of Work ("SOW"):** Describes all tasks, deliverables, services, and other work expected the Contractor shall fully perform, complete and deliver on time.

5.4 **Tally:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results the election. The Tally System also supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.

5.5 ***ibml*** Certified Field Technician does troubleshooting, configurations, installations, advanced maintenance, and to provide direction to support technicians)

5.6 ***ibml***-trained Support Technicians are familiar with the scanners to assist with maintenance (for scanner cleaning, wiping lenses, changing feed belts and tires, replacing ink, and other tasks as directed by the ibml-certified Technician).

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.3 **Project Manager**

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate and shall be available workdays during normal business hours. Contractor shall provide a telephone number and email where the Project Manager may be reached.

6.3.2 Project Manager shall act as a central point of contact with the County. The Project Manager is the individual designated by the Contractor to administer the Contract after Contract award.

6.3.3 Project Manager shall have at least 2 years of experience.

6.3.4 The Project Manager may designate one or more alternate Project Managers to assist with specific roles in the project to meet this requirement, however, each alternate Project Manager must be approved by County.

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

6.3.6 The Project Manager shall coordinate support and staffing for all tasks in the SOW, escalating or resolving major issues not resolvable by the Contractor's Help Desk or onsite ibml Technician(s).

6.4 **Personnel**

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

6.4.2 A background check must be completed on Maintenance Technicians and the Project Manager and paid for by the Contractor as set forth in sub-paragraph 7.4 – Background and Security Investigations of the Contract.

6.4.3 All Maintenance technicians must be ***ibml*** certified.

6.5 **Uniforms/Identification Badges**

6.5.1 Contractor employees assigned to County facilities shall wear professional attire.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification of the Contract.

6.6 **Materials and Equipment**

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

6.7 **Training**

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

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 **Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, a Help Desk shall be provided to receive calls. **The Contractor shall respond to voicemails and emails within 4 hours of receipt.**

7.0 GREEN INITIATIVES

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

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

8.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS), Appendix C, Exhibit 2, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

EXHIBIT A
SOW Exhibit 1

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT A
SOW EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Severity Level	Description	Response	Damages
Critical	Critical problem restricting the availability of scanner(s) for election ballot processing, election simulation, or election canvass ballot processing	4 hours	$1500 per Unit
Severe	Availability of scanners(s) is restricted less than two weeks before election ballot processing begins	24 hours	$500 per Unit
Moderate	Scanner(s) is malfunctioning and use is restricted less than three weeks prior to start of election ballot processing.	48 hours	$250 per Unit
Minimal	Scanner(s) is malfunctioning causing minimal election impact.	1 week	$100 per Unit

EXHIBIT B
PRICING SCHEDULE
September 2019

TASK 2- PROVIDE MONTHLY IBML SCANNER TALLYM&S	*Monthly Fee per ibml scanner: $2,765*
TASK 3- PROVIDE ONSITE TALLY M&S SERVICES DURING MAJOR ELECTIONS Technician pricing provided for (a) ibml Certified Field Technician and (b) Support Technician	*Price per Major Election $23,400* *Technician Price per Hour: $150 (Certified) & $50 (Support)*
TASK 4- PROVIDE ONSITE TALLY M&S SERVICES DURING MINOR ELECTIONS (*Upon Request Only*)	*Price per Major Election $6,000* *Technician Price per Hour: $50*
TASK 5- POOL DOLLARS (*UPON REQUEST ONLY*)	*TBD*

DRAFT

***ibml* Scanner Tally M&S Tasks**		
Task #	**Tasks**	**Onsite Support Availability**
1	Kickoff Meeting	TBD
2	Tally M&S	Monthly
3	Onsite Tally M&S Services during Major Elections: 5) General Elections 6) Primary Elections 7) State-Wide Elections 8) Special Elections that affect Los Angeles County as a whole	Onsite support availability potentially 24/7 beginning up to: • one (1) month prior to an election; • 1 month after an election; • the Saturday before Election Day ("Simulation Saturday"); and • Election day through the end of ballot processing. For a list of current and upcoming elections please visit: https://lavote.net/home/voting-elections/current-elections/upcoming-elections
4	Onsite Tally M&S Services during Minor Elections (Upon Request Only) Minor Elections: 3) City Elections (RR/CC asked to conduct) 4) Special Elections that affect a portion of Los Angeles County	Onsite support availability beginning: • two (2) weeks prior to an election; two weeks after election; • the Saturday before Election Day ("Simulation Saturday"); and • Election day through the end of election night ballot processing. • Special elections of frequently scheduled six (6) weeks prior to election day.
5	Pool Dollars (Upon Request Only)	TBD

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

_____
Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐

3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

_____
Authorized Official's Printed Name and Title

Authorized Official's Signature Date

COUNTY ADMINISTRATION

CONTRACT NO. 19-002

DATE: September 2019

RR/CC

County Project Director:	Name:	Aman Bhullar
	Address:	12400 Imperial Highway Norwalk, CA 90650
	Phone:	(562) 462-2714
	Email:	ABhullar@rrcc.lacounty.gov
County Project Manager:	Name:	Elio Salazar
	Address:	12400 Imperial Highway Norwalk, CA 90650
	Phone:	(562) 462-2704
	Email:	ESalazar@rrcc.lacounty.gov
Contract's Administrator	Name:	Veronica Williams
	Title:	Contracts Manager
	Address:	12400 Imperial Highway, Room 5115 Norwalk, CA 90650
	Email:	contracts@rrcc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACT NO. 19-002

DATE: September 2019

Contractor's Project Manager:	Name: Title: Address: Phone: Email:
Contractor's Authorized Official(s):	Name: Title: Address: Phone: Email:
Help Desk Support:	Phone: Email:

EXHIBIT G1

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION: _____

EXHIBIT G2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____
Contract No._____

Employee Name _____

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

EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION:_____

EXHIBIT G3

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Contract No._____

Non-Employee _____

Name _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE:_____ DATE: _____/_____/_____

PRINTED NAME:_____

POSITION:_____

EXHIBIT H

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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

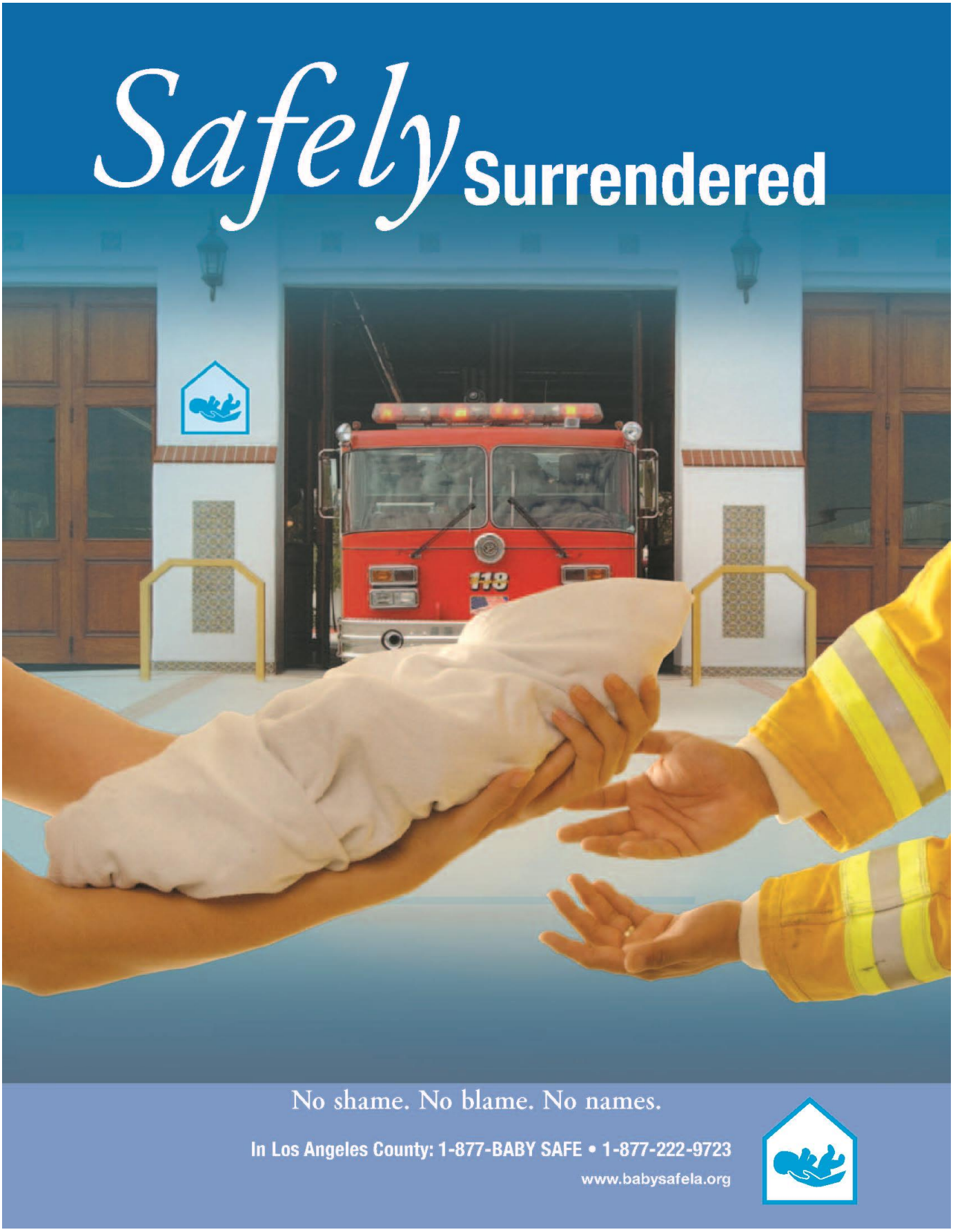
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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)

EXHIBIT I


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

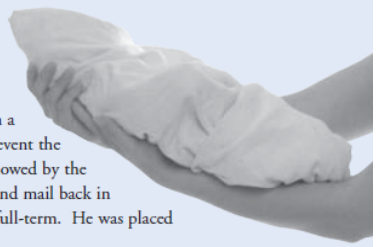
What happens to the parent or surrendering adult?

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?

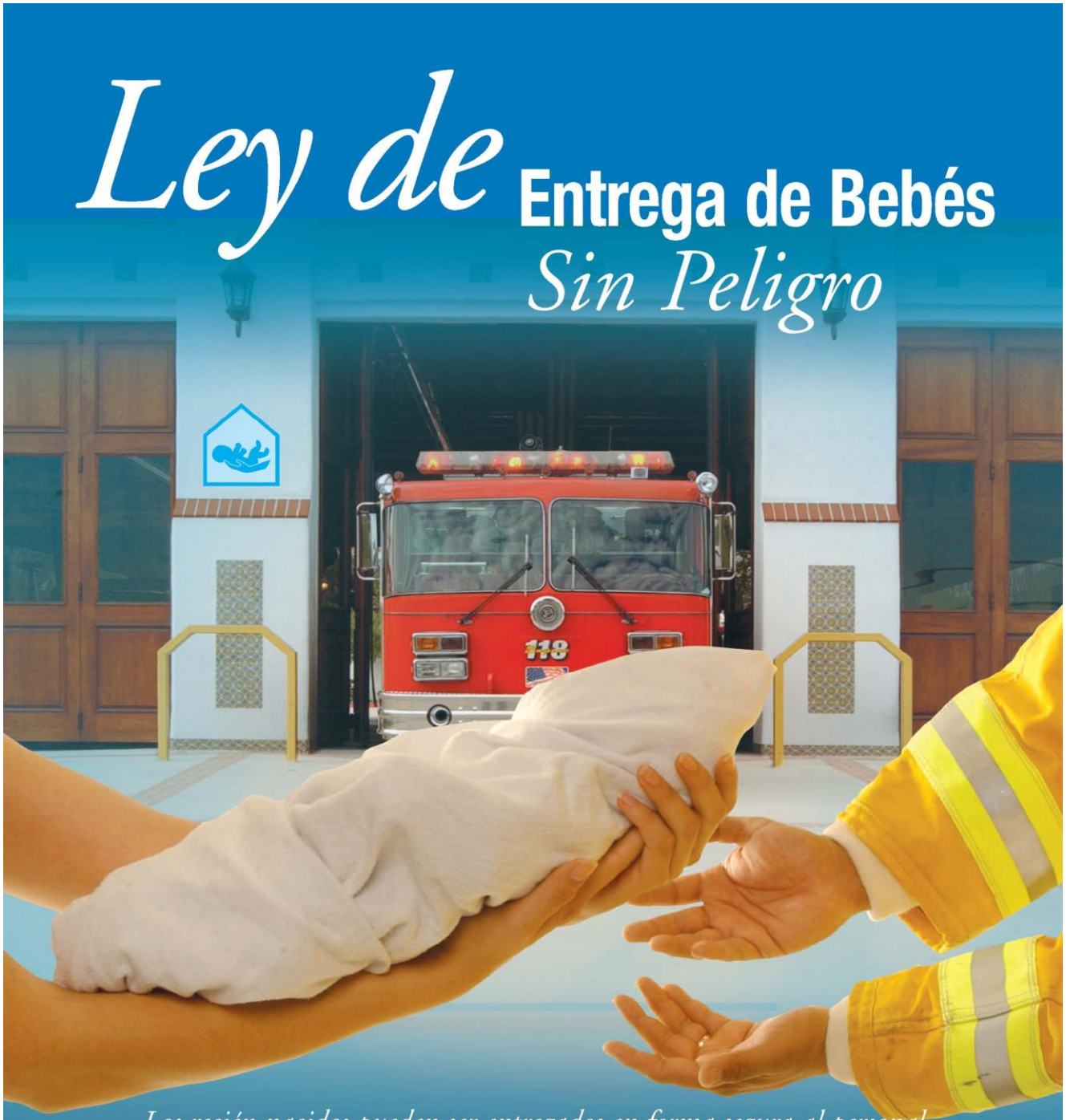
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

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

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un 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.

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Registrar-Recorder/County Clerk	
SUBJECT	APPROVAL OF CONTRACT WITH MYTIME, INC. FOR APPOINTMENT AND CUSTOMER FLOW SYSTEM.	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: $698,385. Ten percent (10%) delegated authority may increase cost to no more than $768,223.50	Funding source: Funding was included in RRCC's FY 2019-20 Recommended Budget and funding for future years will be requested through the annual budget process. There is no net County cost impact; all costs are eligible for reimbursement from the Registrar-Recorder/County Clerk Vitals and Health Statistics Special Revenue Fund.
	TERMS (if applicable): o Total cost is for a period of five (5) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months. o The contract provides Board delegated authority to the RR/CC, or designee, to increase the contract sum up to ten percent (10%).	
	Explanation: N/A	
PURPOSE OF REQUEST	The Department of Registrar-Recorder/County Clerk requests approval of Contract #19-001 with MyTime, Inc. for an Appointment and Customer Flow System.	
BACKGROUND (include internal/external issues that may exist)	The Norwalk Headquarters serves approximately twenty-five thousand (25,000) customers per month while the six (6) district offices combined serve nearly twenty-thousand (20,000) customers per month. Currently appointments are only available for a small set of services. Creation, confirmation and rescheduling of those appointments are all done manually.	

	Approval of the recommended contract will enhance customer services for all Departmental offices by allowing customers to make appointments online that will shorten or eliminate wait time. Additionally, the System will utilize reporting tools as well as interface with the Department's existing applications system for processing vital records requests and corresponding payments. RR/CC anticipates starting with three (3) different services at seven (7) locations. The number of services would eventually increase to ten (10) or more through a phased-in approach over the term of the contract.
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Dean C. Logan Registrar-Recorder/County Clerk (562) 462-2716 dlogan@rrcc.lacounty.gov Monique Blakely Assistant Registrar-Recorder/County Clerk, Recorder Bureau (562) 462-2073 mblakely@rrcc.lacounty.gov

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 3, 2019

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

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT WITH MYTIME, INC. FOR APPOINTMENT AND CUSTOMER FLOW SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval of Contract #19-001 (Attachment I) with MyTime, Inc. (MyTime) for an Appointment and Customer Flow System (System).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a substantially similar contract (Attachment I) effective for a period of five (5) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months. The contract sum over the potential maximum term is $698,385.

2. Delegate authority to the RR/CC, or designee, to execute increases to the original contract sum of 698,385 by no more than ten percent (10%) total over the potential maximum term provided that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to terminate the contract as necessary provided that County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The Department records and maintains legal documents pertaining to real property ownership, birth, death, and marriage, conducts marriage ceremonies, issues marriage licenses, administers notary oaths, and files Fictitious Business Name Statements.

The Norwalk Headquarters serves approximately twenty-five thousand (25,000) customers per month while the six (6) district offices combined serve nearly twenty-thousand (20,000) customers per month. Currently appointments are only available for a small set of services. Creation, confirmation and rescheduling of those appointments are all done manually.

Approval of the recommended contract will enhance customer services for all Departmental offices by allowing customers to make appointments online that will shorten or eliminate wait time. Additionally, the System will utilize reporting tools as well as interface with the Department's existing applications system for processing vital records requests and corresponding payments.

RR/CC anticipates starting with three (3) different services at seven (7) locations. The number of services would eventually increase to ten (10) or more through a phased-in approach over the term of the contract.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Pursuing operational effectiveness, fiscal responsibility and accountability. The contract will provide the Department a centralized appointment repository and allow the public ability to create, re-schedule, and cancel their appointments anytime.

FISCAL IMPACT / FINANCING

The cost for the term of the contract is $698,385. The estimated cost breakdown is $204,645 for FY 19-20; $75,960 for FY 20-21; $75,960 for FY 21-22; $75,960 for FY 22-23; $75,960 for FY 23-24; $75,960 for FY 24-25; $75,960 for FY 25-26; and $37,980 for FY 26-27. The contract provides Board delegated authority to the RR/CC, or designee, to increase the contract sum up to 10% for a maximum amount of $768,223.50 over the term of the contract.

Funding was included in RRCC's FY 2019-20 Recommended Budget and funding for future years will be requested through the annual budget process. There is no net County

cost impact; all costs are eligible for reimbursement from the Registrar-Recorder/County Clerk Vitals and Health Statistics Special Revenue Fund.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Your Board is authorized to approve this contract with persons specially trained and experienced to perform the services described in this Board letter pursuant to California Government Code Section 31000.

The contract contains Board required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, the Safely Surrender Baby Law, and the Child Support Program.

The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended contract as to form. CEO has reviewed and approved this Board letter. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment II). County Counsel has reviewed this Board letter and has approved the attached contract as to form.

CONTRACTING PROCESS

The RR/CC Contracts Section issued Request for Proposals (RFP) #18-005 on November 20, 2018 through the County's Open Bids and Solicitations website for proposals from firms that could provide an Appointment and Customer Flow Management System that was a Software as a Service (SaaS) solution. Additionally, RFP release letters were sent to approximately ninety-four (94) viable service providers found via Internet search.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts.

Three proposals were submitted by MyTime, Inc., Appointy, and Publicis Sapient. The submission by Appointy was disqualified for not meeting minimum requirements. No disqualification review was requested.

The evaluation process resulted in MyTime, Inc. as the top ranked, highest scored proposer. As such, evaluators recommended MyTime as the contractor for this agreement. Publicis Sapient requested a debrief which was conducted on April 3, 2019. At the time of filing, there were no protests as a result of this solicitation.

IMPACT ON CURRENT SERVICES

This is a vendor system which will simply pass information to the Department resulting in shortened or eliminated wait times. The only alternative identified is to hire more staff at the public service windows which would increase expenses and requirements for space.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

WILLIAM S. KEHOE
Chief Information Officer

DCL:RF:VW:jw

Attachments

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chief Information Office

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MYTIME, INC.

FOR

APPOINTMENT AND CUSTOMER FLOW SYSTEM

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
FOR
APPOINTMENT AND CUSTOMER FLOW SYSTEM

This Contract and Exhibits made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and MyTime, Inc., hereinafter referred to as Contractor. MyTime, Inc. is located at 4053 18th Street, San Francisco, CA 94114.

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("RR/CC") requires appointment and customer flow system services (the "Service") to carry out its mission efficiently and effectively;

WHEREAS, Contractor is in the business of providing appointment and customer flow system services; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party or Parties, as RR/CC and Contractor are sometimes hereinafter referred to collectively, agree as follows:

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

1 APPLICABLE DOCUMENTS

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

Exhibits:

- APPENDIX A - Statement of Work
- APPENDIX B - Pricing Schedule
- APPENDIX C - Contractor's EEO Certification
- APPENDIX D - County's Administration
- APPENDIX E - Contractor's Administration
- APPENDIX F - Jury Service Ordinance
- APPENDIX G - Safely Surrendered Baby Law
- APPENDIX H - Contractor Acknowledgement and Confidentiality Contract
- APPENDIX I - Determination of Contractor Non-Responsibility and Contractor Debarment
- APPENDIX J - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- APPENDIX K - Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 "Acceptance": This term as used herein shall mean County's written approval of any Tasks, subtasks, Deliverables, goods, Services, or any other work provided by Contractor to County.

2.1.2 "Acceptance Test", or "Acceptance Testing": These terms as used herein shall have the same meaning as set forth in Section 9.1 of the Contract.

2.1.3 “Advanced Encryption Standard” or “AES”: These terms as used herein shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS197) for use by U.S. government organizations to protect sensitive, unclassified information.

2.1.4 “Amendment”: This term as used herein shall mean a written change to this Contract entered into in accordance with Section 8.1 (Amendments) of this Contract.

2.1.5 “Application Programming Interface”, or “API”: This term as used herein shall mean a set of subroutine definitions, communications protocols and tools for building software which allows applications to communicate with each other. Generally, a set of clearly defined methods for communication between various components.

2.1.6 “Association”: This term as used herein shall mean any entity formed to administer and promote the use of credit cards, including VISA U.S.A Inc. and MasterCard International, Incorporated.

2.1.7 “Association Rules”: This term as used herein shall mean the bylaws, rules, and regulations of each Association, as they exist from time to time.

2.1.8 “Board of Supervisors”, or “Board”, or “BOS”: The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.9 “Business Day” or “Business Days”: The terms as used herein shall mean, whether or not capitalized, Monday through Friday, except holidays.

2.1.10 “Certificate of Completion”: The term as used herein shall mean each certificate which, when executed by County’s Project Director, indicates County’s acceptance of the Work identified in such certificate.

2.1.11 “Contract”: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and

performance of all tasks, deliverables, services and other work.

2.1.12 "Contract Deficiency Report": This term as used herein shall have the same meaning as set forth in Section 5.2 (Contract Deficiency Report) of the Statement of Work.

2.1.13 "Contract Sum": This term as used herein shall have the same meaning as set forth in Section 5 (Contract Sum) of the Contract.

2.1.14 "Confidentiality": This term as used herein shall have the same meaning as set forth in Section 7.6 (Confidentiality) of the Contract.

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

2.1.16 **"**Contractor Project Manager": The person designated by the Contractor to administer the Contract operations under this Contract

2.1.17 "County": This term as used herein shall have the same meaning as set forth in the Recitals of this Contract.

2.1.18 "County Information Security Officer" or "CISO": The person designated as Los Angeles County's Chief Information Security Officer.

2.1.19 "County Project Director": This term as used herein shall mean the person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.20 "County Project Manager" or "County Project Management": This term as used herein shall mean the person designated by County's Project Director to manage the operations under this contract.

2.1.21 **"**County Project Monitor": This term as used herein shall mean the person with responsibility to oversee the day to day activities of this contract.

Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.22 "Custom Programming Modification" or "Custom Programming Modifications": This term as used herein shall have the same meaning as set forth in Section 9.3 (Maintenance and Support Services; Operational Services) and in Section 9.3 of the Statement of Work.

2.1.23 "Data": This term as used herein shall mean all of the County confidential information, data, records, and information of the County to which the Contractor has access, or otherwise provided to Contractor under this Contract.

2.1.24 "Data Security Guidelines": This term as used herein shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any card issuer, any card processor, or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at **http://countypolicy.co.la.ca.us** and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.

2.1.25 "Day" or "Days": Calendar day(s) unless otherwise specified.

2.1.26 "Debarment": This term as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a Contract, and/or performing Work on a County Contract.

2.1.27 "Deficiency" or "Deficiencies": This term as used herein shall mean any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which

results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the Statement of Work, as determined by County's Project Director.

2.1.28 "Deliverable" or "Deliverables": This term as used herein shall mean the completed Tasks and/or other Work under this Contract for the type of Transaction described.

2.1.29 "Department" or "Department of Registrar-Recorder/ County Clerk" as used herein shall mean the Department of Registrar-Recorder/County Clerk of Los Angeles County.

2.1.30 "Effective Date": This term as used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.

2.1.31 "End User": This term as used herein shall mean technical and operational staff of the Department.

2.1.32 "Evaluation": This term as used herein shall mean the process by which the County reviews proposals and which result in the recommended selection of a Contractor.

2.1.33 "Evaluator": This term as used herein shall mean a person who evaluates a proposal.

2.1.34 "Extension Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.35 "Federal Information Processing Standards" or "FIPS": This term as used herein shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and inoperability)

and there are no acceptable industry standards or solutions.

2.1.36 **"**Fiscal Year"**:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.37 "Greater Avenues for Independence" or "GAIN": This term as used herein shall mean the program which assists local businesses meet their staffing needs by providing employment-related services to CalWORKS recipients to help find employment, stay employed, and move on to higher paying jobs.

2.1.38 "Information Security Incident": This term as used herein shall mean any breach or other incident which could reasonably compromise the confidentiality integrity, or availability of any data or other information relating to customers.

2.1.39 "Initial Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.40 "Interface" or "Interfaces": This term as used herein shall mean any licensed program, including source code, object code, and related Documentation required to complete the interface(s) between such and any required County software programs.

2.1.41 "Invoice Deficiency Report" or "IDR": This term as used herein shall mean the same as set forth in Exhibit L (Invoice Deficiency Report) to the Contract.

2.1.42 "JavaScript Object Notation" or "JSON": This term as used herein shall mean an open-standard file format that uses human-readable text to transmit data objects consisting of attribute-value pairs and array data types.

2.1.43 "Joint Enterprise Development Interface" or "JEDI": This term as used herein shall mean a collection of applications used by the Registrar-Recorder/County Clerk. The Point-of-Sale applications and Vital Records applications are all written using the JEDI framework for processing vital records requests and payments for those requests.

2.1.44 “Licensed Program”: This term as used herein shall mean all Software supplied by Contractor pursuant to this Contract. References to the Licensed Program may include one or more components or modules thereof or all Licensed Programs in the System.

2.1.45 “Maintenance and Support Services”: This term as used herein shall mean the same as set forth in Section 9.3 (Maintenance and Support Services; Operations Services).

2.1.46 “Minor Imperfection”: This term as used herein shall mean the same as set forth in Section 9.2 (Deficiencies).

2.1.47 “National institute of Standards and Technology” or “NIST”: This term as used herein shall mean a non-regulatory Federal agency within the United States (U.S.) Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes U.S. innovation and industrial competitiveness.

2.1.48 “Non-responsibility”: This term as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.

2.1.49 “Non-responsive”: This term as used herein shall mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.

2.1.50 “Operations Services”: This term as used herein shall mean the same as set forth in Section 9.3.2 (Operations Services).

2.1.51 “Option Term”: This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.52 “Party” or “Parties”: This term as used herein shall mean the same as set forth in the Recitals.

2.1.53 "Personally Identifiable Information" or PII": This term as used herein shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial, or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "non-public personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.

2.1.54 "Production Use": This term as used herein shall mean the use of the System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System in accordance with this Contract.

2.1.55 "Professional Services": This term as used herein shall mean Services, including, but limited to, consulting services, additional training and/or customizations which Contractor may provide upon County's request.

2.1.56 "Project Plan": This term as used herein shall mean Contractor's written plan to provide, implement, monitor, and ensure the Services required by this Contract are received by County accordingly identified in the Statement of Work.

2.1.57 "Proposal": This term as used herein shall mean an offer to provide services and/or solutions to an identified problem at a particular price under given terms and conditions.

2.1.58 "Proposer(s)": This term as used herein shall mean one who responds to a solicitation for a proposal.

2.1.59 "Registrar-Recorder/County Clerk" as used herein shall mean the Head of the Department of Registrar-Recorder/County Clerk of Los Angeles County.

2.1.60 “Request for Proposal” or “RFP”: This term as used herein shall mean a solicitation based on proposed solutions in response to a defined need of the County. The Contract recommended for award is to the proposer who submits the proposal deemed to be in the overall best interest of the County (generally the highest-ranking proposer).

2.1.61 “Responsible”: This term as used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030), and has the financial and managerial ability to perform the required work.

2.1.62 “Responsive”: This term as used herein shall mean a proposal submitted to the County that complies with all solicitation requirements.

2.1.63 “Secure Socket Layer” or “SSL”: This term as used herein shall mean a protocol used in network communications that provides application-independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol (HTTP) for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.

2.1.64 “Services”: This term as used herein shall mean any development, installation, configuration, implementation, operations services, Maintenance and Support Services, and other services performed by or on behalf of the Contractor pursuant to this Contract for the type of Transaction described.

2.1.65 “Software as a Service” or “Saas”: Software that is owned, delivered, and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

2.1.66 “Specifications”: This term as used herein shall mean all functional, operational, technical and/or business specifications, requirements, features,

standards, and Deliverables for the System, all set forth in the Documentation and/or this Contract, including the County's Request for Proposal, the Contractor's proposal, the Statement of Work, and/or any Custom Programming Modification Request.

2.1.67 "Solicitation Document": This term as used herein shall mean a document developed by the County to obtain proposals and other information from proposers.

2.1.68 "Statement of Work": The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.69 "Subcontract": An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.70 "Subcontractor": Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.71 "Submission Deadline**":** This term as used herein shall mean the time (including time zone) and date specified by the County for receipt of proposals.

2.1.72 "System": This term as used herein shall mean the System Software, System Hardware, and Services. References to the System may include one or more components or modules thereof or the System as a whole.

2.1.73 "System Hardware": This term as used herein shall mean all hardware supplied by or on behalf of Contractor pursuant to this Contract. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

2.1.74 "System Software": This term as used herein shall mean all computer programs conceived, created,

developed, or otherwise supplied by or on behalf of Contractor pursuant to this Contract together with all source code, object code, and Documentation. System Software includes the programs, the Interfaces, the Updates, and the Custom Programming Modifications. References to the System Software may include one or more components or modules thereof or all System Software in the System.

2.1.75 "Task": This term as used herein shall mean one or more areas of Work to be performed under this Contract for the type of Transaction described including those areas identified as a numbered Task or Subtask and all subtasks thereunder.

2.1.76 "Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.77 "Third Party Software": This term as used herein shall mean the same as set forth in Section 9.7 (Third Party Software).

2.1.78 "Training Needs Assessment": This term as used herein shall mean the Contractor identifies training requirements to support the Department's End User roles and responsibilities.

2.1.79 "Transaction": This term as used herein shall mean an Online Transaction, a Card Present Transaction, or a Card Not Present Transaction, as the case may be.

2.1.80 "Triple Data Encryption Standard" or "Triple-DES": This term as used herein shall mean a legacy protocol that has been replaced by Advanced Encryption Standard (AES). Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes instead of one as used in ordinary DES applications. Triple-DES provides a much stronger encryption than ordinary DES but is less secure than AES.

2.1.81 "Updates": This term as used herein shall mean the same as set forth in Section 9.3 (Maintenance and Support Services; Operations Services).

2.1.82 “User”: This term as used herein shall mean any person or entity authorized by the Department to access or use any portion of the System Software.

2.1.83 “Vendor”: This term as used herein shall mean an organization or company submitting a proposal in response to the County’s solicitation for goods and/or services.

2.1.84 “Work”: This term as used herein shall mean any and all Tasks, Deliverables, Custom Programming Modifications, goods, and other Services performed by or on behalf of the Contractor (including by Subcontractors, if any) pursuant to this Contract, the Statement of Work and all its exhibits, change orders, and amendments hereto.

2.1.85 “Work Product”: This term as used herein shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media materials, plans, reports, project plans, work plans,

documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include any (a) intellectual property, including without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence, and organization of software, user interfaces, and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract (“Background Intellectual Property”) or (b) the System Software or any modifications thereto made by Contractor.

2.1.86 “eXtensible Markup Language” or “XML”: This term as used herein shall mean a markup language that defines a set of rules for encoding documents in a

format that is both human-readable and machine-readable.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Board of Supervisors or Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors.

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

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

5 CONTRACT SUM

5.1 **Total Contract Sum**

5.1.1 The "Contract Sum" under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services,

and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is: Five Hundred Eighty-Three Thousand Two Hundred and Eighty Five Dollars ($583,275.00).

5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule). Contractor's fees shall remain firm fixed prices for the Term of the Agreement. The Registrar-Recorder/County Clerk, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof. The maximum Contract Sum shall not exceed Six Hundred Forty-One Thousand Six Hundred and Two Dollars and Fifty Cents ($641,602.50).

5.2 **Written Approval for Reimbursement**

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

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

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

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

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

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

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:
Fiscal Officer
Financial Services Section
Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Highway, Suite 7211
Norwalk, California 90650
Phone: (562) 462–2680

5.5.6 **County Approval of Invoices**

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

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

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

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

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

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov

with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

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

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a mutually agreed to amendment to the Contract shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or designee.

8.1.3 The Registrar-Recorder/County Clerk or designee with Board of Supervisors approval, may authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2. 2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written

Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty

   (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any

subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this

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

of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment

was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business.

The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at **www.babysafela.org**.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant

or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that

such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, Technology Errors & Omission Insurance policy, and Privacy/Network Security (Cyber) Liability policy shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor

and/or sub-contractor insurance policies at any time.

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

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

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

Contracts Monitor
Registrar-Recorder/County Clerk
12400 Imperial Highway
Contracts Section, Suite 5115
Norwalk, California 90650

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or

incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its

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

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

The County of Los Angeles, it's 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, Technology Errors & Ommission Insrance policy, and Privacy/Network Security (Cyber) Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

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

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 Insurance Coverage

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

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

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

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

workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.5 Technology Errors & Omissions Insurance

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

8.25.4.6 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 no

matter how it occurs]; (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 $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

8.26.2 If the Registrar-Recorder/County Clerk, or designee, determines that there are deficiencies in the performance of this Contract that the Registrar-Recorder/County Clerk, or designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Registrar-Recorder/County Clerk, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such

damages is five hundred dollars ($500) per day per infraction, or as specified in the Exhibit O (Performance Requirements Summary (PRS) Chart) within Appendix C (Statement of Work Exhibits) hereunder, and that the Contractor shall be liable to the County for liquidated

damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Contract. Additional information is available at **www.babysafela.org**.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of

Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Contracts Monitor
Registrar-Recorder/County Clerk
12400 Imperial Highway
Contracts Section, Suite 5115
Norwalk, California 90650

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon

which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is

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

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the

ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract. For software originated or created through the Contractor's work pursuant to this Contract, Contractor hereby grants County an irrevocable license to use such software for the Term at no cost.

9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide

security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

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

9.2 Patent, Copyright and Trade Secret Indemnification

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

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

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

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

9.3 System Tests and Acceptance by County

9.3.1 Acceptance Tests

After Contractor submits the Task/Deliverable Acceptance Form for acceptance of the System, County may conduct any and all tests, at County's sole discretion, to determine System functionality and reliability with the active assistance of Contractor. The tests (collectively, the "Acceptance Tests") will include, but is not limited to, the following:

(a) Initial System component test to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;

(b) Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating

configuration and operates in accordance with all applicable Specifications and this Contract;

(c) Final System test to ensure that all System components of the project and of all previous Updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Contract.

9.3.2 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again.

If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 8.43 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract.

9.3.3 Certification of Completion

After County's Project Director has determined that the System, as a whole, has achieved acceptance, as set forth in Section 9.5, County shall within thirty (30) Days issue a written certificate of completion.

9.4 Deficiencies

9.4.1 Deficiencies

As used herein, the term “Deficiency” shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County’s Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material (“Minor Imperfection”), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System. Deficiencies may still be subject to the remedies provided under Section 8.26.

9.4.2 Corrective Measures

County’s Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within five [5] Days) to either Contractor’s Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor’s discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.4.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

9.5 Maintenance and Support Services; Operations Services

9.5.1 Maintenance and Support Services

Without limiting Section 3.0 (Work), commencing upon the date on which Contractor achieves Acceptance of the System, Contractor shall provide support and maintenance services for the System during the Term at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include, the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming System Software, repairing or replacing System Hardware and re-performing Services, (b) County-authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, including to keep the System performing in accordance with applicable laws, rules and regulations, and to keep the System Software operating in accordance with the Specifications and otherwise with this Contract (collectively "Updates") and (c) County-requested customizations and modifications to the System designed to revise the System to meet County's evolving business and/or technical requirements (together with all Source Code, object code and documentation, collectively "Custom Programming Modifications").

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within five [5] Days) to either Contractor's Project Director or Project Manager of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth.

Contractor shall diligently continue corrective measures until such Deficiency is corrected. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System Software and/or System Hardware in order to correct a Deficiency. No Deficiency shall be deemed corrected until approved in writing by County's Project Director.

County's Project Director will initiate any County-requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with Subtask No. 9.3 in the Statement of Work.

With respect to the installation and implementation of any Update or Custom Programming Modification, the Parties shall mutually agree upon acceptance tests for such Update or Custom Programming Modification. The installation and implementation of each Update and Custom Programming Modification shall be subject to the testing and Acceptance procedures, including, without limitation, with respect to obtaining Certificates of Completion, except that the Parties shall use the applicable tests developed pursuant to this Section. Upon Contractor's completion and delivery, and County's Acceptance, of each Update and each Custom Programming Modification, such Update and such Custom Programming Modification shall become part of and be included as the System for all purposes under this Contract.

9.5.2 Operations Services

Without limiting Section 3.0 (Work), commencing upon the date on which Contractor achieves Acceptance of the System, Contractor shall provide operations services for the System (collectively "Operations Services") during the Term at no additional cost to the County.

9.6 Warranties

9.6.1 Contractor hereby represents and warrants to County that the System Software, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any

exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

9.6.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have already been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance if this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

9.6.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional workmanlike manner by experienced, qualified and, if appropriate, licensed or certified personnel.

9.6.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.

9.6.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Contract, including the SOW.

9.6.6 All documentation developed under this Contract shall be uniform in appearance.

9.7 Production Use of the System

Following System installation by Contractor and prior to Acceptance of the System by County, County shall have the right to use System in Production Use where County determines it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed to be County's Acceptance of the System.

9.8 Third Party Software

9.8.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

9.8.2 In the event that County requires any license to use Third Party Software in order to enjoy the full use and benefit of the System Software, Contractor shall obtain such third party license at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all

sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 9.11.2 (License).

9.8.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 8.46 (Termination for Convenience), the obligations of Contractor as set forth in this Section 9.7 (Third Party Software) shall be null and void.

9.9 Other Proprietary Considerations

9.9.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").

9.9.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.

9.9.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.

9.9.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20__ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

9.9.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.

9.9.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.9.7 Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.

9.9.8 Subject to license, Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.

9.9.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.15.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 9.15.6 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.10 County Information Technology and Security Policy

This Contract is subject to the County's Information Technology and Security Policy codified in Section 6.100 of the Board of Supervisors Policy Manual, and Contractor shall comply with the applicable requirements therein.

9.11 New Technology

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the

performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 8.1 (Amendments) of this Contract.

9.12 Data Destruction

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

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

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

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

9.13 Use of County Seal and/or Registrar-Recorder/County Clerk (RR/CC) Logos

The County claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former County seals and RR/CC logos (hereafter collectively "County Seals"). Contractor shall not reproduce, copy, distribute,

republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

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

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

MYTIME, INC.

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

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B PRICING SCHEDULE

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D COUNTY'S ADMINISTRATION

E CONTRACTOR'S ADMINISTRATION

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APPENDIX A

STATEMENT OF WORK

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1.0 BACKGROUND

The County of Los Angeles Registrar-Recorder/County Clerk (RR/CC) records and maintains legal documents pertaining to real property ownership, birth, death, and marriage and maintains the register of voters. Additionally, the Department issues marriage licenses, conducts marriage ceremonies, administers notary oaths, and files Fictitious Business Name Statements and conducts local, state and federal elections.

- The Norwalk Headquarters serves approximately twenty-five thousand (25,000) customers per month.

- The six (6) district offices serve nearly twenty-thousand (20,000) customers per month.

An appointment and customer queuing system will eliminate some of the lines and direct customers to less busy offices.

2.0 SCOPE OF WORK

RR/CC is looking to acquire an Appointment and Customer Flow System (System) that is a Software as a Service (SaaS) system. The System should have the capability to schedule appointments, utilize reporting tools and provide Application Programming Interface (API) to interface with the Department's existing Joint Enterprise Development Infrastructure (JEDI) System.

RR/CC anticipates starting with two-thousand (2,000) appointments per month for three (3) different services with seven (7) locations. The number of services would eventually increase to ten (10) or more through a phased-in approach over the term of the contract.

Contractor shall deliver all software, other goods, maintenance, support services, and related project management to accomplish all of the Tasks set forth in this Statement of Work, including completion and delivery of the System to the County Project Director and Managers' satisfaction. The System must operate in accordance with the requirements set forth in the Functional Requirements and Technical Requirements (Appendix A, Exhibits 1 and 2), the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all work described in this Statement of Work (SOW) or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard RR/CC software set forth below when preparing Deliverables. Contractor shall provide Deliverables, which are to be delivered in a file format which is importable to the following standard RR/CC software:

- Microsoft Word 2013 or higher.
- Microsoft Excel 2013 or higher.
- Microsoft Project 2013 or higher.
- Adobe Acrobat Reader (version 11 or higher).

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

3.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review and approval within five (5) Business Days of acceptance of the Project Plan as stated in Section 10.0. The plan shall include, but may not be limited to, the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8 (Standard Terms and Conditions), Paragraph 8.15 (County's Quality Assurance Plan).

5.1 Monthly Meetings

Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.

5.2 Contract Deficiency Report

Initial verbal notification of a Contract Deficiency followed by written notification within one (1) Business Day will be made to the Contract Program Management resource as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts Manager will determine whether a formal Contract Deficiency Report (Appendix A, Exhibit 8) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, acknowledging the reported Deficiencies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Deficiency Report shall be submitted to the County Project Management and County

Contracts Manager within three (3) Business Days. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

5.3 County Observations

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. (Standard Terms and Conditions) Paragraph 8.1 (Amendments).

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager Monday through Friday from 7:00 A.M. to 6:00 P.M. Pacific Time (PT). Contractor shall provide telephone numbers for the Project Managers.

6.2.2 Project Manager shall act as a central point of contact with the County. If Project Manager is not available, an Alternate Project Manager must be assigned and notice provided to County at least twenty-four (24) hours prior to Project Manager's absence.

6.2.3 Project Manager must have a minimum of two (2) years of experience within the last five (5) years managing the day to day operations for the services proposed. Alternate Project Manager must have a minimum of two (2) years of experience within the last five (5) years managing the day to day operations for the Services proposed.

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

6.3 Personnel

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

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

6.4 Uniforms/Identification Badges

6.4.1 Contractor employees assigned to County facilities shall wear professional business attire or appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Defined uniform pants are optional. All uniforms, as required and approved by the Project Director or designee, will be provided by and at Contractor's expense.

6.4.2 Contractor shall ensure its employees are appropriately identified as set forth in sub-paragraph 7.4 (Contractor's Staff Identification) of the Contract.

6.5 Materials and Equipment

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

6.6 Training

6.6.1 Contractor shall provide training for all new employees and continuing in-service training for all employees on the use of the system.

6.6.2 All County employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed Monday through Friday from 8:00 A.M. to 5:00 P.M. PT by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 WORK SCHEDULES

7.1 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval three (3) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

8.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours of notification to the County's Project Director for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

8.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of the Tasks specified in this SOW. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Managers to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and Services within the specified time determined. Contractor shall meet all requirements and standards herein specified before any written approval shall be given by the County.

10.0 SPECIFIC WORK REQUIREMENTS

The following Tasks, associated subtasks, and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1: PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: INITIAL PROJECT PLAN

(a) Contractor shall prepare an Initial Project Plan ("Initial Plan") within ten (10) business days of contract award, which shall be a comprehensive and detailed Initial Plan for the System implementation that includes the following areas:

- Planning to include the project completion timeline of six (6) months to complete the first three (3) service types and eighteen (18) months to complete the remainder.
- Staffing and team management with roles and responsibilities.
- Compliance with all County data security guidelines, as required.
- Incorporating County's business processes, security, and technical requirements.

(b) Initial Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Managers or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor's Project Managers and alternate management staff Monday through Friday (except legal holidays) from 8:00 A.M. to 5:00 P.M. PT. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services and b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.

3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software and/or Services. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. All of the Tasks, subtasks, and Deliverables shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.

5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6 Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.1 Deliverable: ***Initial Plan, which includes a schedule of individualized Tasks, Subtasks, and Deliverables and other resource planning activities, as described in Subtask 1.2.***

SUBTASK 1.2: FINAL PROJECT PLAN

Contractor shall submit the Final Project Plan ("Final Plan") within ten (10) days of the kick-off meeting, including attachments defined in this SOW.

(a) County will review Final Plan and submit changes to Contractor within five (5) business days of receipt.

(b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.

(c) County shall have final approval of Final Plan. County will monitor and/or oversee Contractor's progress based on the approved Final Plan.

(d) Contractor recommended updates to Final Plan based on the weekly Project Status Reports delivered under Subtask 1.3 will be reviewed and approved by County and, once approved, will be included in Final Plan originally approved under this Subtask 1.2.

Subtask 1.2 Deliverable: ***Final Plan for the implementation of the System.***

SUBTASK 1.3: PROJECT MANAGEMENT IMPLEMENTATION

1.3.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.

1.3.2 Contractor shall deliver a System that meets all requirements set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request meetings as necessary with Contractors Project Managers. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

1.3.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.3 Deliverables: ***Weekly Status Reports that cover project progress against Final Plan, quality assurance, outstanding issues, and any Contractor proposed updates to Final Plan.***

SUBTASK 1.4: MAINTENANCE AND SUPPORT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure

of the System, including the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Contract. In addition, Contractor shall be responsible to monitor the Quality Assurance Plan. RR/CC may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.4 Deliverables:

1.4.1 Monthly Status Reports for ongoing maintenance and support to report any operational, quality assurance and maintenance and support issues.

1.4.2 Weekly status reports on any issues addressed and resolution provided.

SUBTASK 1.5: QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Managers for review and approval. The Control Plan shall include, but not be limited to, the following:

1.5.1 An inspection process covering all Services listed in Appendix A, Exhibit 11 (Performance Requirements Summary Chart). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.

1.5.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.

1.5.3 A method of ensuring uninterrupted service to RR/CC's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.5 Deliverable: ***Quality Control Plan established to ensure quality and continuity of Service.***

TASK 2: SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with RR/CC's staff to review and validate documented requirements as specified in Appendix A, Exhibit 1 (Functional Requirements). Contractor shall develop a set of detailed project tasks in two steps. The first step documents (at a high level), the customizations or configurations necessary for the System to support RR/CC's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Appendix A, Exhibit 1) and subsequent implementation Tasks.

(a) Review business processes: Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business needs, business processes and recommend changes, as needed.

(b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the RR/CC's documented functional requirements (Appendix A, Exhibit 1) using representative RR/CC data. Contractor shall map the RR/CC's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverables:

2.1.1 Documentation outlining functional analysis on the customizations or configurations for the System, including RR/CC's business requirements.

2.1.2 A complete working prototype of the System that meets all the requirements set forth in the functional requirements.

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess technical platform for implementing the proposed System. This assessment shall be based on the RR/CC's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable: ***Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:***

- ***Logical diagrams to depict the deployment of the technical architecture.***
- ***Data format (XML or JSON).***
- ***Logical process and data flowcharts.***

- ***Wireframe diagrams of application screens.***
- ***Online architecture (Web and application servers).***
- ***Operations architecture to support:***
  - ***Printing (Ad hoc and Production reports).***
  - ***Security.***
  - ***High Availability.***
  - ***Data Archiving.***
  - ***Backup/Restore.***
  - ***Application Development.***
  - ***Application Training.***
  - ***Application Testing.***

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

a) System Interface Strategy: Contractor shall perform analysis and identify the required system interfaces to be exposed to meet the RR/CC's existing system requirements for implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Name and functional description
- System source and/or destination
- Frequency
- Direction, whether one or two way
- Whether online or manually
- Proposed tool(s) to be used for development and implementation
- Impacts, if any, on conversion, configuration, security and technical architecture
- Description of the impacted objects
- File transfer approach and requirements
- Data management and header / control record requirements
- Security requirements (e.g. file authentication and verification methodology)
- Error handling and restart / recover approach
- Other system components required (e.g. error and exception reports)
- Proposed tool to be used for development and implementation
- Testing
- Transmission details generated from testing.

- System results (Acceptance/Rejection)
- Response times

b) System Interface Strategy for County's Processing Vendor:

Contractor shall assist in analyzing the County's Processing Vendor's Interface requirements (Refer to Appendix A, Exhibit 10) to perform the credit card payment processing. Report will demonstrate, where applicable, how the interface will meet the requirements of this contract, including the Specifications.

Subtask 2.3 Deliverables:

2.3.1 Analyze necessary endpoints for JEDI system to interface with SaaS system.

2.3.2 Analyze necessary endpoints for County's Processing Vendor to interface with SaaS system.

TASK 3: DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INTERFACE DEVELOPMENT AND INSTALLATION

a) Contractor shall provide API to interface with RR/CC's existing enterprise applications. Contractor shall assist in API implementation and configuration and shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

b) Contractor shall provide API to interface with County's Processing Vendor's existing enterprise applications. Contractor shall assist in API implementation and configuration and shall follow the requirements. Interface installation and configuration shall follow the requirements set forth in Appendix O and all Tasks 2.1, 2.2, 2.3, 3.1 and 3.2.

Subtask 3.1 Deliverables:

3.1.1 Provide API to interface with RR/CC's systems.

3.1.2 Provide API to interface with County's Processing Vendor.

SUBTASK 3.2: DOCUMENTATION

Contractor shall provide operator/user guides and other Documentation for the development, installation and configuration of website, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall email a copy (PDF format) of the operator user guide to County's Project Managers, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator/user guide and System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.2 Deliverables:

3.2.1 Complete operator's user guides and other Documentation for all subtasks under Task 3.0.

3.2.2 Update operator's user guides and other Documentation.

TASK 4: SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable County data security standards and guidelines that may be published from time to time and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards periodically published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Subtask 4.1 Deliverables:

4.1 Completed system as specified by this SOW that complies with applicable data security standards.

SUBTASK 4.2: DATA TRANSFERS AND ONLINE TRANSACTIONS

Data transfers and online transactions shall be implemented using a secure web service platform. In order to protect client data and prevent unauthorized disclosure, Contractor must implement security measures that prevent unauthorized access, parameter manipulation, network eavesdropping, disclosure of configuration data, and message replay. Such measures must include but not limited to the following:

Contractor shall use and maintain cryptographic algorithms and hash functions that conform with Federal Information Processing Standards (FIPS) 197 using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by

public-key encryption utilizing a secure transport protocol that conforms to standards specified in National Institute of Standards and Technology (NIST) Special Publication 800-52 Revision. Should another encryption standard be required or proposed, the County's Project Managers and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

Contractor shall use and require use of Transport Layer Security (TLS) 1.1 or higher, and AES 128-bit encryption or higher for all portions of the System hosted by Contractor. Contractor is responsible for maintaining a current SSL certificate for all portions of the System hosted by Contractor.

The applicable portions of the System shall validate end-user browser to ensure support of SSL of at least 256-bit Triple-DES encryption, if not, the applicable portions of the System shall show County directed error message to End-User.

Subtask 4.2 Deliverables: ***4.2.1 Meet requirement of utilizing at least TLS 1.1 and AES 128-bit encryption.***

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall, at its own expense, shall have an independent third party conduct annual System security risk and vulnerability assessments and provide written reports of assessments to the County. This assessment is comprised of potential vulnerabilities and risks associated with, but not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5 of this Component. Contractor will conduct annual security assessments and prepare written reports of such assessments that include the components and devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state and plans to address those gaps.

Subtask 4.3 Deliverables:

4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.

4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The

report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.

SUBTASK 4.4: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA

Contractor shall be responsible for retention and unlimited storage of all data created in the System for the duration of the Contract. Data can only be deleted or archived by the Contractor's electronic System, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion, or archiving of all records and Data obtained through the course of this Contract.

When the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully encrypt the export file(s) to protect sensitive information, or redacted data, from possible exposure.

The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored on Contractor's premises, which may be within twenty-four to forty-eight (24-to-48) hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.

If personal information and/or confidential information are placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RR/CC are implemented.

In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RR/CC shall be notified within one (1) hour of detection of the data breach/theft and shall be able to provide notification to the affected persons/entities.

When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

Subtask 4.4 Deliverables:

4.4.1 Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.

4.4.2 List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.

SUBTASK 4.5: NOTIFICATION – REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could compromise the confidentiality, integrity, or availability of any data or other information relating to customers.

Contractor shall perform any and all individual notifications required by federal or state law as it pertains to a breach or unauthorized disclosure of any personally identifiable information maintained by the contractor/SaaS provider on behalf of the County.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may affect County within two (2) hours.

Subtask 4.5 Deliverables:

4.5.1 Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.

4.5.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.

4.5.3 Perform any and all individual notifications required by federal or state law as it pertains to a breach or unauthorized disclosure of any personally identifiable information maintained by the contractor/SaaS provider on behalf of the County.

TASK 5: REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, number of appointments set, number of successfully completed appointments, number of no-shows, average time for each appointment, average customer satisfaction rating. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County. Reports shall be available in both PDF and Excel formats.

Task 5 Deliverables:	***5.1***	***Provide System capability to generate various statistical reports.***
	5.2	***Provide Ad hoc reports to County within five (5) business days of request.***

TASK 6: OPERATIONAL READINESS ASSESSMENT (TECHNICAL)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist RR/CC in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PCs, Printers, etc.)
- Interfaces to required existing RR/CC systems
- Reports tested

Contractor shall assist RR/CC staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:	***Complete a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC staff in completing the operational checklist.***

TASK 7: OPERATIONAL READINESS ASSESSMENT (END USER)

Contractor shall develop a checklist for verifying the readiness of the RR/CC's End User community for Contractor to commence Work on Subtask 8.3 (System

Acceptance Certificate). Among other items, this checklist will assist RR/CC in confirming the availability of:

- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.
- Twenty-four/Seven (24/7) Help desk established to assist customers making appointments via the Internet.

Task 7 Deliverable: ***Provide a completed checklist validating the readiness of the System's End User community. If it is deemed End User is not ready, submit recommendations and a revised timeline or readiness.***

TASK 8: ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

RR/CC will create test scripts, in conjunction with Contractor, to test each functional requirement listed in Appendix A, Exhibit 1 and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in the development and execution of test scripts, and provide information to facilitate completion of System Acceptance Testing.

County will develop an Acceptance Test Plan with the assistance of Contractor.

The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of System.

Subtask 8.1 Deliverable: ***Assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.***

SUBTASK 8.2: ACCEPTANCE TESTING

County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverable: ***Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.***

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive Calendar Days without Deficiencies.
Pursuant to Paragraph 9.1 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Component, County will issue a written Certificate of Acceptance within 30 days of County's Project Director's determination.

Subtask 8.3 Deliverable: ***Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Acceptance.***

TASK 9: MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software within forty-eight (48) hours of discovery or notification by RR/CC.

9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.3 (Maintenance and Support Services; Operations Services) of the Contract.

9.1.3 Contractor's System must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of scheduled maintenance.

9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time not to exceed one (1) second response time for website and RR/CC site.

9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled

based on RR/CC business needs. County will not unreasonably withhold approval.

9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M. PT, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, RR/CC will schedule time for such services.

9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

9.1.8 Contractor shall provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.

9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).

9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.3 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.

9.1.11 Contractor shall back up County Data (including digital documents and order information) on a daily basis on a mutually agreed upon media as required by applicable law, Data Security Guidelines, and other associated Rules and regulations at intervals to maintain System recoverability.

9.1.12 Contractor shall store at least twelve (12) months of live (not test) County Data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.13 Contractor shall return archived data encrypted in 256-bit AES at termination or expiration of Contract. Any changes to the encryption

standard used must be agreed upon by both Contractor and the County's Project Managers.

9.1.14 Contractor shall make live and archived data available to County within ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.15 Contractor shall maintain a toll-free access telephone number to live technical support staff or via e-mail for assistance with any system issues, Monday through Saturday, 8:00 A.M. to 6:00 P.M. PT.

9.1.16 Contractor shall maintain a staff of programmers, developers, analysts, web specialists, and telecommunications experts to assist County as needed.

9.1.17 Contractor shall maintain support services and support management for any software required to connect to remote Workstations located at RR/CC.

9.1.18 Contractor shall provide notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:

- Critical or serious production problem shall not exceed thirty (30) minutes.

- Others shall not exceed twelve (12) hours.

In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.

9.1.19 Contractor's reply time to support request emails shall not exceed one (1) hour, Monday through Saturday from 8:00 A.M. to 6:00 P.M. PT. Reply e-mails shall not be automatically generated responses but should provide custom response to question or situation.

9.1.20 Contractor shall provide onsite support when necessary at RR/CC headquarters and district offices during normal business hours, Monday through Friday from 8:00 A.M. to 5:00 P.M. except on County-recognized holidays.

Subtask 9.1 Deliverable: ***Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.***

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall Contractor shall provide customer operational and technical support via phone or email from 8:00 A.M. Pacific to 6:00 P.M. Pacific Monday through Saturday.

Contractor shall ensure that customer's average hold time for operational and technical support calls shall not exceed three (3) minutes. Contractor shall incorporate a mechanism to track customer complaints and take corrective action. Contractor will report the number of complaints and corrective action to County's Project Director through the Project Status Report on a monthly basis as specified in Subtask 1.4.

Subtask 9.2 Deliverables:

9.2.1 Contractor shall provide customer operational and technical support via phone or email from 8:00am Pacific to 6:00pm Pacific Monday through Saturday.

9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.

9.3.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.

SUBTASK 9.3: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide quotes for Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, along with a quote, in accordance with the following procedure:

1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request via the Custom Programming Modification Request Form (Appendix A, Exhibit 9) to the other Party.

2) Contractor shall develop a System Design Report which includes:

   a. Justification for the custom programming
   b. Expected implementation duration
   c. Design specification
   d. System impact: database, user Interface, training etc.
   e. Cost

3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.

4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.3 Deliverables:

9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.

9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.3.3 Complete approved Custom Programming Modifications.

9.3.4 Develop test plans and conduct Acceptance Tests.

TASK 10: TRAINING

SUBTASK 10.1: END USER TRAINING MATERIALS

Contractor shall develop a Training Needs Assessment to identify the RR/CC's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual, and allow RR/CC to reproduce training materials as necessary.

Subtask 10.1 Deliverable: ***Training Needs Assessment, training plan, and materials for End Users training.***

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes as needed at no cost to the County, to include topics as follows:

- System operations
- System Software

- Other equipment
- Any third party services

Subtask 10.2 Deliverable: ***Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.***

TASK 11: OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall work with RR/CC's staff to monitor the System processing in the RR/CC's production environment commencing when Work starts on Subtask 8.3.

Subtask 11.1 Deliverable: ***Provide Operations Services outlined in Subtask 11.1.***

11.0 GREEN INITIATIVES

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

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart (Appendix A, Exhibit 11), which lists required services that will be monitored by the County during the term of this Contract, is an important monitoring tool for the County. The chart should:

- Reference section of the contract.
- List required services.
- Indicate method of monitoring.
- Indicate the deductions/fees to be assessed for each service that is not satisfactory.

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

APPENDIX A

STATEMENT OF WORK EXHIBITS

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FUNCTIONAL REQUIREMENTS

The System functional requirements are as follows.

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
1.1.1	The system provides the customers the option for their preferred notification method (email, and Short Message Service (SMS)/text messaging) as well as to opt out.		
1.1.2	Customers can see service appointment wait times for each Registrar-Recorder/County Clerk (RR/CC) location. For example, the Norwalk location provides seven (7) services; the public can see the wait time for each service.		
1.1.3	The system provides the customers the ability to see their appointments.		
1.1.4	Customers can set a language preference (English and Spanish).		
1.1.5	Customers can select a service appointment category.		
1.1.6	Customers can select a “More Information” hyperlink/button—for a particular service and location. Information to be displayed can include pictures and text.		
1.1.7	Customers can view tool tips/help on appointment fields including custom fields.		
1.1.8	Customers can select a service and location to see appointment availability. The system will only allow appointment dates based on how far in		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
	the future that an appointment can be made.		
1.1.9	Customers can select an appointment date and time based on appointment availability.		
1.1.10	Customers can enter additional custom service information and view any fees associated with the appointment.		
1.1.11	The system uses a confirmation number to confirm an appointment.		
1.1.12	The system provides the ability for the customer to view appointment details before confirming the details.		
1.1.13	The system provides for customers to acknowledge the services' rules/conditions that must be read and acknowledged before completing the appointment process.		
1.1.14	The system provides customers with a unique reservation appointment confirmation number, appointment category, appointment date and time, office name, customer name, service and appointment rules, mapping/driving directions link, and automatically emails the above-mentioned confirmation information to the customer.		
1.1.15	During the appointment process, appointments must be released if the customer does not complete the appointment process within a configurable set number of minutes.		
1.1.16	Customers can cancel or reschedule their appointments based on each services business rules.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
1.1.17	Customers have the ability to import the appointment into their calendar – Google, iCal, and/or Outlook.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.2	CUSTOMER CHECK-IN		
1.2.1	The system provides for self-service check-in onsite at the location (using a tablet/kiosk) via input of a unique appointment code, through scanning a two-dimensional (2-D)/Quick Response (QR) bar code or manual entry.		
1.2.2	The check-in application includes a touch screen operated user interface for communicating with arriving customers.		
1.2.3	The application allows the customer to select a language (refer back to 1.1.4.). All on-screen communication which follows will be in the selected language by the customer.		
1.2.4	Upon successful check-in, the customer is added to the appointment queue.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.3	STAFF APPOINTMENT PROCESSING		
1.3.1	The system provides the ability for staff to make customer “inquiries” including, but not limited to the following: customer last and first name, customer telephone number, customer e-mail address, confirmation number.		
1.3.2	The staff application includes a web-based user interface to access staff functions.		
1.3.3	Staff can see and select an appointment date and time.		
1.3.4	Staff can search and select for an existing patron or create a patron.		
1.3.5	Staff can enter additional custom service appointment information.		
1.3.6	Staff can enter and view appointment comments only viewable by staff.		
1.3.7	Staff can create, cancel, and reschedule an appointment.		
1.3.8	The system provides staff the ability to display appointment information showing customer name, appointment time, service type, phone number, comments, etc.		
1.3.9	The system provides staff the ability to view appointments in a variety of calendar views including daily, weekly, and monthly.		
1.3.10	The system logs and provides the ability to report user transactions.		
1.3.11	The system provides the ability to designate an appointment as a “no-show”.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.4	APPOINTMENT SYSTEM ADMINISTRATION		
1.4.1	The system provides the ability to configure location name, address, open and close days, and holidays and hours for appointments at each location.		
1.4.2	The system provides high-privilege access for staff to configure earliest booking date, latest booking date, etc. For example, the marriage ceremony service does not allow same day booking and can be booked up to three (3) months in advance.		
1.4.3	The system provides the ability to support at least seven (7) locations with potential for more and capability of multiple appointment/service types.		
1.4.4	The system provides for service categories and service sub-categories of service. Examples of services are business filings and recordings. Examples of service sub-categories include Process Server, Legal Document Assistant, etc.		
1.4.5	The system is able to support class appointments at a minimum of (7) RRCC locations.		
1.4.6	The system provides staff the ability to configure appointment duration and interval between appointments.		
1.4.7	The system provides the ability to set an appointment/service type to active or inactive.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.4	APPOINTMENT SYSTEM ADMINISTRATION		
1.4.8	The system provides staff the ability to create and configure new appointment/service types.		
1.4.9	The system provides a calendaring system for appointments.		
1.4.10	The system provides the ability for each service appointment to have customized questions. Questions can be in the form of text boxes, list boxes, etc.		
1.4.11	The system provides for each customized question to be governed by business rules. For example, only display the question "Do you need a Los Angeles County witness?", if the customer selected "Public Wedding" question is shown.		
1.4.12	The system provides the ability for staff to specify if the appointment/service type allows double booking.		
1.4.13	The system allows staff to configure the number of appointments that can be scheduled for the same time slot. For example, RR/CC has a Deputy Commission for a Day service that can take 20 appointments for Thursday 11:00 A.M.; Wedding chapel reservations only allow one (1) booking per time slot.		
1.4.14	The system assigns a unique confirmation number on appointment creation.		

1.4.15	The system provides the ability to print and to send to the customer an appointment confirmation text message and/or email message that includes a 2-D bar code.		
1.4.16	The system provides table driven maintenance of 'cancellation reasons'.		
1.4.17	The system provides the ability for an administrator to designate fields to be displayed to staff when selecting an appointment. Fields information to be displayed includes, but is not limited to: language, appointment date creation, appointment creator, date, time, contact name, contact phone number, custom fields, etc.		
1.4.18	The system provides the ability for an administrator to edit “More Information” for each service and location.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.1	CUSTOMER QUEUEING PROCESSING		
2.1.1	The system supports the ability for an appointment to be checked in and placed into a service queue.		
2.1.2	The system provides the ability to direct a specific customer to a specific technician/window by customer service number and by service category.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.2	STAFF QUEUE PROCESSING		
2.2.1	The system provides the ability for staff to see customers in a dashboard or queue, indicating customers who have exceeded their designated wait time.		
2.2.2	The queue application includes a web-based user interface to access various queue functions.		
2.2.3	The queue interface enables staff to change their work status (such as idle, on break, performing back office duties, etc.) when not serving customers.		
2.2.4	The system provides the ability for staff to notify the next customer for service.		
2.2.5	The system provides the ability for staff to recall customers from “no show” list to present.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.3	GENERAL AND ADMINISTRATION		
2.3.1	The system calculates queue statistics such as longest waiting, number of customers in queue, estimated wait time, total and average transaction time, number of customers served for the current day, etc.		
2.3.2	The system provides the ability for staff to create/modify the queue.		
2.3.3	The system allows staff to update and delete queue information including deletion of pending service numbers to clear the queue (such as in event of system downtime) as well as deletion of an appointment.		
2.3.4	The system provides a visual alert on the dash board when customer wait time exceeds a set threshold for a service category. Managers and authorized staff must be able to adjust threshold times.		
2.3.5	The system provides the ability to identify employees currently on and off the system in order to allow management to react more effectively to peak service periods and help reduce idle window time.		
2.3.6	The system provides the ability for staff to take their station out of availability.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.1	NOTIFICATIONS AND ALERTS		
3.1.1	The system provides the ability for email, Short Message Service (SMS), and notifications and alerts.		
3.1.2	The system provides alerts and notifications to patrons for appointment rescheduling, cancellations, location closure, appointment reminders, wait time and queue position, missed appointments, etc.		
3.1.3	The system provides the ability to provide alerts to staff for new appointments, rescheduling, wait times, etc.		
3.1.4	The system provides the ability for staff to configure/modify notifications parameters for cancellations, reschedules, reminders etc. for each service. (Notification parameters include, but are not limited to frequency of notifications for reminders, reminder content, etc.).		
3.1.5	The system provides a way for an emergency email and SMS notification of a location closure to all customers that have future appointments for that day.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.2	DASHBOARD		
3.2.1	The system provides a standardized dashboard.		
3.2.2	The system provides a real-time dashboard with ability to display appointment and queue statistic indicators including but not limited to number of daily appointments, longest waiting appointment, total customers served, average transaction time, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.3	DRAWINGS		
3.3.1	The vendor shall mark-up a clean set of architectural plans and drawings or floor plan for each location to show the optimal location of any hardware such as display monitors, kiosks, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.4	DIGITAL SIGNAGE		
3.4.1	The system provides the ability to display emergency messages.		
3.4.2	The system provides the ability to create multiple display sections on the digital display monitor. These settings must be capable of being saved as display profiles.		
3.4.3	The system allows an administrator to remotely schedule or manually change display profiles at all County locations.		
3.4.4	The system accepts display content from multiple different sources and direct it to a specific display section on the digital display monitor.		
3.4.5	The system displays and flashes the newest service number/name being called for three (3) seconds before the display returns to the group of current customer service numbers being called. This flash must be in sync with the audio message calling the newest number/name.		
3.4.6	The display system provides the ability to display queue information on digital signage (display monitors) for public display, visible from anywhere in the general lobby area: 1. Current customer service number being called. 2. Current office wait-time queue information. 3. Appointment information. 4. Other broadcast-able information capable of being configured to meet		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.4	DIGITAL SIGNAGE		
	the needs of each individual location.		
3.4.7	The system allows audio chime messages (such as calling customer to a specific counter) to be played through designated smart televisions.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.5	COMMUNICATION		
3.5.1	The system includes an email and/or SMS/text service to send information to customers. Information sent includes appointment confirmations, reminders, alerts, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.1	CONFIRMATION PAGES GIVEN TO CUSTOMER		
4.1.1	The system provides the customer the option for their preferred notification method (email and/or SMS/text messaging) and to opt out.		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.2	ON-SITE (OPERATIONAL) REPORT		
4.2.1	The system allows a summary report of appointment made/created/confirmed by location and date range. The report allows a user to select service type and/or location and group information by day, week, or month.		
4.2.2	The system allows a detailed report of appointment type by location and date range.		
4.2.3	The system allows a summary report of survey responses by appointment type by location and date range.		
4.2.4	The system allows a detailed report of survey responses by appointment type, location, and date range.		
4.2.5	The system allows a Summary Appointment Comparison Report. The system allows a user to run a summary report and compare appointments over different locations (such as the ability to see marriage certificates appointments of Norwalk vs. Beverly Hills vs. Lancaster).		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.3	GENERAL		
4.3.1	The system allows a user to create custom/ad-hoc reports by using user-defined selection criteria (from any available data fields in the system).		
4.3.2	The system allows a reports to be previewed, printed, and saved to County's standard Excel and PDF file formats.		
4.3.3	The system allows staff to email any report.		
4.3.4	The system allows staff to run any report with a scheduler.		
4.3.5	The system allows a user to save report parameter settings to ease running the same report.		

TECHNICAL REQUIREMENTS

The System technical requirements are as follows.

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.1	The system allows for branding configurations to match County website specific branding.		
5.2	The public facing website will only display branding from RR/CC.		
5.3	Customer can access the proposed system via a web interface.		
5.4	The customer website is responsive and adjusts itself to the screen size of the customer (such as smartphone, tablet, and desktop) and not browser dependent; works on Microsoft Edge, Internet Explorer v.11, Firefox, Chrome, etc.).		
5.5	The customer website is optimized for mobile devices.		
5.6	Vendor to provide most current technology at the time of production deployment (such as ASP.NET MVC, JQuery, HTML5 etc.).		
5.7	The system does not use Flash or any other required plug-in technologies not native to HTML5.		
5.8	Vendor provides separate environments such as 'Sandbox' for training/testing and 'Production'. The training/testing environment must mirror production.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.9	Vendor shall notify County of any scheduled and un-scheduled maintenance, patch, security, and system updates, even if maintenance and updates will not impact County operations.		
5.10	Vendor should provide scalable, secure enterprise level service and infrastructure.		
5.11	The system must support a scalable server architecture including the separation of data, application, and load balancing.		
5.12	System must have a monthly uptime of at least 99.5% including scheduled and unscheduled maintenance.		
5.13	Vendor should provide (24/7 monitoring of service such as system performance, hardware utilization, system security alerts, etc.		
5.14	The SaaS application and associated environment should be adequately protected from compromise via the following security controls: a. Updated malware protection on all endpoints. b. Vulnerability scanning and implementation of all applicable application and operating system security patches on all endpoints on a minimum of a monthly basis. c. Hardened operating system configurations on all endpoints.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
	d. Least privileged access on all applications and endpoints e. Secure coding practices employed in the SaaS application to address the Open Web Application Security Project (OWASP) top 10 security vulnerabilities f. Enablement of security event logging on all endpoints and network security devices, including the logging of all such events to a central logging source (e.g., SIEM) for daily monitoring and response; this includes the requirements for a formalized incident response plan to address identified security incidents. g. Implementation of web application firewall (WAF) to proactively protect the SaaS application from application layer attacks such as SQL injection, cross-site scripting, remote file includes, etc. h. Implementation of network firewalls to segment and monitor systems based on applicable security zones (e.g., demilitarized zone for web accessible systems, internal security zones for application, database, and end-user systems, etc.).		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
	i. Implementation of network and host intrusion protection systems to identify, block, and report on malicious endpoint and network security events.		
5.15	Vendor utilizes Secure File Transfer Program (SFTP) for transmission of County data and sensitive/confidential information where applicable.		
5.16	The system provides connectivity to core data through a secure web Application Programming Interface (API) that uses API call authentication and encryption or industry standard technology.		
5.17	Vendor provides complete set of API and documents which facilitates data transfer, customization and integration with other systems.		
5.18	Websites must meet WCAG 2.0 Requirements of Web Accessibility Compliance.		
5.19	The system holds historical appointment data, including when the appointment was made, appointment date and time, customer name, custom field information, location, appointment type for a minimum of four (4) years after end of contract.		
5.20	Physical access controls must be in place in the SaaS environment to protect the confidentiality, integrity, and availability of County systems and data. Such physical security controls should be consistent with NIST Special Publication 800-14.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.21	Provide Multi-factor authentication (MFA) for County user logins per the County's application security standards. If the SaaS application cannot support MFA for County users, an alternative is to only allow logins from the County IP address ranges for County user accounts.		

REF.	REQUIREMENT	MEET	COMMENTS
6.0	**INTERFACE**		
6.1	The system utilizes secure standard web API technology to enable integration. The API must support authentication and encryption and enable access to “live” data on demand for the tracking system and e-commerce vendor.		
6.2	The system integrates into proposed 45-60 inch smart TVs via VGA/HDMI or RGB and RCA cables. Televisions will have an Internet Protocol (IP) network connection.		

REF.	REQUIREMENT	MEET	COMMENTS
7.0	**SYSTEM SUPPORT REQUIREMENT**		
7.1	Contractor has successfully deployed instances of the appointment/call flow system for at least three (3) medium to large government clients with over 200,000 constituents within the last five (5) years.		
7.2	Contractor has successfully deployed an appointment and call flow management system as a SaaS model.		
7.3	Contactor provides evidence of market presence as shown by a minimum of 10 customer installations. Provide three references with emphasis on local, state or federal government clients, and those located in the State of California.		
7.4	Contractor will provide a dedicated Account Manager to provide direct support to the RR/CC.		
7.5	Contractor provides live support nine (9) hours a day, seven (7) days a week.		
7.6	Contractor provides 24 hour a day incident reporting and tracking is available through the company website.		
7.7	The system provides connections for at least 60 simultaneous Los Angeles county staff users during the hours of 6:00 A.M.- 6:00 P.M. Pacific Time (PT).		
7.8	The system is able to handle peak user loads without system degradation.		
7.9	The system is able to handle a minimum of 500 concurrent connections a day during peak times.		

REF.	REQUIREMENT	MEET	COMMENTS
7.0	**SYSTEM SUPPORT REQUIREMENT**		
7.10	The system is able to handle class registration for up to 150 locations.		
7.11	The system is able to handle up to 200,000 annual appointments.		

REF.	REQUIREMENT	MEET	COMMENTS
8.0	**SECURITY REQUIREMENTS**		
8.1	The system allows customers and staff to change their own password at any time.		
8.2	Passwords are stored using salting and hashing functions. Users must be able to securely reset passwords via the SaaS system (not via email) and be notified of password changes via email or SMS text messages.		
8.3	Passwords cannot be read by anyone - not even by the system administrator. If a user forgets their password, a new password will be assigned.		
8.4	Password may be displayed while being typed with a “peek” function. Passwords should be a minimum of eight (8) characters and require at least 1 digit. Password should require an expiration interval.		
8.5	Ability for staff to be uniquely identified by username.		
8.6	Access to County information is on a need-to-know, job function basis.		
8.7	Procedures exists for managing the access associated with employees that are terminated or transferred.		
8.8	The system provides different level of access for system administrators to perform account maintenance and security roles. Regular user levels will be restricted to these administrative functions.		
8.9	Security policies apply to contract employees (offsite and onsite), third parties, and dependent service providers.		

REF.	REQUIREMENT	MEET	COMMENTS
8.0	**SECURITY REQUIREMENTS**		
8.10	Contractor shall use and require use of Transport Layer Security (TLS) 1.1 or higher, and AES 128-bit encryption or higher for all portions of the System hosted by Contractor.		
8.11	Passwords should expire after 90 days and the system should prompt the user to update their password.		

REF.	REQUIREMENT	MEET	COMMENTS
9.0	**HARDWARE REQUIREMENTS**		
9.1	All vendor provided equipment includes surge protection devices to protect from electrical power fluctuations.		
9.2	All vendor systems use Internet Protocol Suite (TCP/IP) transmission protocols.		
9.3	The system will be architected to avoid ticket printers and paper tickets.		
9.4	The vendor system provides a list of all hardware needed for the Customer Call Flow System. (NOTE: List shall include but not limited to the number of televisions and sizes, kiosks, receipt printers, etc. All vendor provided hardware must be commercially available from more than one supplier.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.1	SaaS PROVIDER GENERAL INFORMATION		
10.1.1	All vendor services (e.g., application hosting, data repository, data backup) will be provided within the contiguous United States. Vendor will provide locations.		
10.1.2	The network infrastructure supports automated failover capabilities.		
10.1.3	Vendor provides architecture diagrams for all layers (network, data, and infrastructure.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.2	HOSTING ENVIRONMENT		
10.2.1	Vendor shall have separate environments for production and development.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.3	AUDIT AND COMPLIANCE		
10.3.1	The vendor shall perform independent Information Technology (IT) security audits at least once every 365 days. RR/CC should be provided the findings from the audit.		
10.3.2	The vendor shall perform penetration and vulnerability audits. Vendor will specify who performs the audits and the dates of the last two audits.		
10.3.3	The system shall provide an audit trail of all appointment changes.		
10.3.4	The vendor shall provide electronic access and copies of audit reports to the Los Angeles County Security personnel on request.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.4	APPLICATION SECURITY		
10.4.1	The vendor performs web application vulnerability testing/scanning (e.g., static, dynamic). The vendor also provides documented procedures for the scanning (e.g., frequency, by whom, remediation, etc.) The web application scanning shall include: a. Static web application security code scans prior to all new code releases. b. Dynamic web application security code scanning on a minimum of a monthly basis. c. All medium and high-risk vulnerabilities identified by the static web app scanning must be remediated prior to going to production. d. All medium and high risks vulnerabilities identified by the dynamic web app scanning must be remediated within 7 days of identification.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.5	DATABASE BACKUP		
10.5.1	The vendor is responsible for system and database backups and restores.		
10.5.2	The vendor performs daily and weekly database and system backups.		
10.5.3	The vendor backups shall not impact production environment performance or availability. Vendor shall provide hot back-ups.		
10.5.4	The vendor will test restoring a backup set at least once every 185 days.		
10.5.5	The vendor has documented methodology for data backup.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.6	DISASTER RECOVERY		
10.6.1	Disaster Recovery plans are tested at least once every 365 days.		
10.6.2	The vendor provides the number of outages (network, application, etc.) or failures experienced in the past 24 months.		
10.6.3	The vendor has at least one disaster recovery data location in the United States but not in the State of California.		

JEDI SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Contractor's system can provide API and interface with Registrar-Recorder/County Clerk (RR/CC)'s Joint Enterprise Development Interface (JEDI) system.

The RR/CC System is a JEDI application that handles all order tracking and cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions.

RR/CC will have the right to review and approve the Application Programming Interface (API) and/or format and finalize with the selected Contractor.

REGISTRAR RECORDER/COUNTY CLERK
OFFICE LOCATIONS

NORWALK HEADQUARTERS:

12400 Imperial Highway
Norwalk, CA 90650

DISTRICT OFFICES:

BEVERLY HILLS
9355 Burton Way, Third Floor
Beverly Hills, CA 90210

EAST LOS ANGELES
4716 East Cesar E. Chavez Avenue
Los Angeles, CA 90022

FLORENCE/FIRESTONE
7807 S. Compton Avenue, First Floor
Los Angeles, CA 90001

LANCASTER
44509 16th Street West
Suite 101
Lancaster, CA 93534

LAX COURTHOUSE
11701 S. La Cienega Blvd., Sixth Floor
Los Angeles, CA 90045

VAN NUYS
14340 West Sylvan Street
Van Nuys, CA 91401

COUNTY HOLIDAYS

	2018	2019	2020	2021	2022	2023	2024	2025
New Year's Day	Monday, January 1	Tuesday, January 1	Wednesday, January 1	Friday, January 1	Saturday, January 1	Sunday, January 1	Monday, January 1	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 15	Monday, January 21	Monday, January 20	Monday, January 18	Monday, January 17	Monday, January 16	Monday, January 15	Monday, January 20
Presidents' Day	Monday, February 19	Monday, February 18	Monday, February 17	Monday, February 15	Monday, February 21	Monday, February 20	Monday, February 19	Monday, February 17
Cesar Chavez Day	Monday, March 26	Monday, March 25	Monday, March 30	Monday, March 29	Monday, March 28	Monday, March 27	Monday, March 25	Monday, March 24
Memorial Day	Monday, May 28	Monday, May 27	Monday, May 25	Monday, May 24	Monday, May 30	Monday, May 29	Monday, May 27	Monday, May 26
Independence Day	Wednesday, July 4	Thursday, July 4	Saturday, July 4	Sunday, July 4	Monday, July 4	Tuesday, July 4	Thursday, July 4	Friday, July 4
Labor Day	Monday, September 3	Monday, September 2	Monday, September 7	Monday, September 6	Monday, September 5	Monday, September 4	Monday, September 2	Monday, September 1
Columbus Day	Monday, October 8	Monday, October 14	Monday, October 12	Monday, October 11	Monday, October 10	Monday, October 9	Monday, October 14	Monday, October 13
Veterans Day	Sunday, November 11	Monday, November 11	Wednesday, November 11	Thursday, November 11	Friday, November 11	Saturday, November 11	Monday, November 11	Tuesday, November 11
Thanksgiving Day	Thursday, November 22	Thursday, November 28	Thursday, November 26	Thursday, November 25	Thursday, November 24	Thursday, November 23	Thursday, November 28	Thursday, November 27
Day after Thanksgiving	Friday, November 23	Friday, November 29	Friday, November 27	Friday, November 26	Friday, November 25	Friday, November 24	Friday, November 29	Friday, November 28
Christmas Day	Tuesday, December 25	Wednesday, December 25	Friday, December 25	Saturday, December 25	Sunday, December 25	Monday, December 25	Wednesday, December 25	Thursday, December 25

NOTE: County Holidays are defined in County Code 6.12.040. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the previous Friday is a holiday. If any of those dates falls on a Sunday, the following Monday is a holiday. (Ord. 96-0003 § 2, 1996.)

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)	TRANSMITTAL DATE
	CONTRACT NUMBER
	TITLE

FROM:	TO:
_____ Contractor's Project Director (Signature Required) _____	*County Project Director,* _____

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County's Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's IT Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's Project Director

INVOICE DEFICIENCY REPORT

1. ISSUE:

   Today's Date: _____

   Contractor: _____

   Phone Number: _____

   Name: _____

   Date of Subject Invoice: _____

   Invoice Number of Subject Invoice: _____

   Total Value of Subject Invoice: _____

   Disputed Value of Subject Invoice: _____

   Description of Disputed Charges:

   _____

   _____

   _____

2. REVIEWED/SIGNED:

   Signed: _____ Date: _____

   County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager) _____

   Date received from CPD: _____

   Explanation regarding Disputed Charges:

   _____

   _____

   _____

   Corrective Action Taken:

   _____

   _____

   _____

   Signed: Date:

   _____ _____

   Contractor Project Director

Instructions: County Project Director: Forward Invoice Deficiency Report to the Contractor for investigation and response.
Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____ _____

Signature of County Program Manager Date

_____ _____

Signature of County IT Program Manager Date

_____ _____

Signature of County Program Director Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST FORM

This document is used to request and document a
custom programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ Phone: _____

Contact Person _____

Modification Type

- ☐ Enhancement
- ☐ Design Clarification
- ☐ Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Manager	Signature	Date
Project Director	Signature	Date

Contractor Approval

Project Director	Signature	Date

LexisNexis® Payment Solutions

LexisNexis VitalChek Network Inc.

LexisNexis Payment Solutions – Web Payment Integration Methods

Option #1: HTTPS FormPost/PostBack

LexisNexis Payment Solutions (LNPS) provides the option of accepting a payment request from an agency's system. The transaction begins when the consumer is on the agency's website. The consumer selects the item they wish to make a payment on and determines the amount in which they owe. The agency offers a "Pay Now" button on their website for the consumer to select. Clicking on the "Pay Now" button transfers the consumer to the LexisNexis Payment Solutions web pages where billing/payment information is then collected. All validation occurs on agencies side as they are the system record. This information is custom designed for each agency and product payment that will be accepted.

Reconciliation Options

- Pay Now Validated Web Payments can be designed to take only payment for the "amount due", "total account balance", "partial payments" or "over payments".
- Real-Time Post Back – (Optional, please reference Post Back Document) - Upon payment confirmation, an online payment notification can be sent to the agency's system if the agency chooses to write an online payment notification web service. This allows the agency to update any of the agency's systems real-time.
- SFTP End of Day File – (Optional, please reference the SFTP Document) - An encrypted file can be created at the end of the daily close job. The file will contain all of the payment records and will be stored on the LexisNexis SFTP Server for 90 days. This will allow the agency the opportunity to import the payment file and automate updating their system.

Technical Requirements

Agency Requirements:

- Agency must have a website in which payments will be initiated from.
- Agency must have an IT Dept or Vendor to update their website.
- Agency/Vendor must have expertise in HTML Form creation. This is an https XML form post with the ability to post to the LexisNexis secure URL.
- Agency creates a pay now link on their website.

LNPS Requirements:

- LexisNexis Payment Solutions will provide a UAT environment for agency testing.
- LexisNexis Payment Solutions will assign a specific URL (for both test and production environments) to your agency. These URLs and data fields can be found in the agency design specs which will be provided to the agency by the LN Project Manager.

Option #2: Embedded Web Payments via iFrame

LexisNexis embedded web payments allows partners of LexisNexis to provide PCI compliant acceptance of credit card payments within their hosted web applications. The embedded web payments technology requires a customer account be configured by LexisNexis prior to going live. A demo environment and demo account is available for development and testing the system prior to your customer account being created.

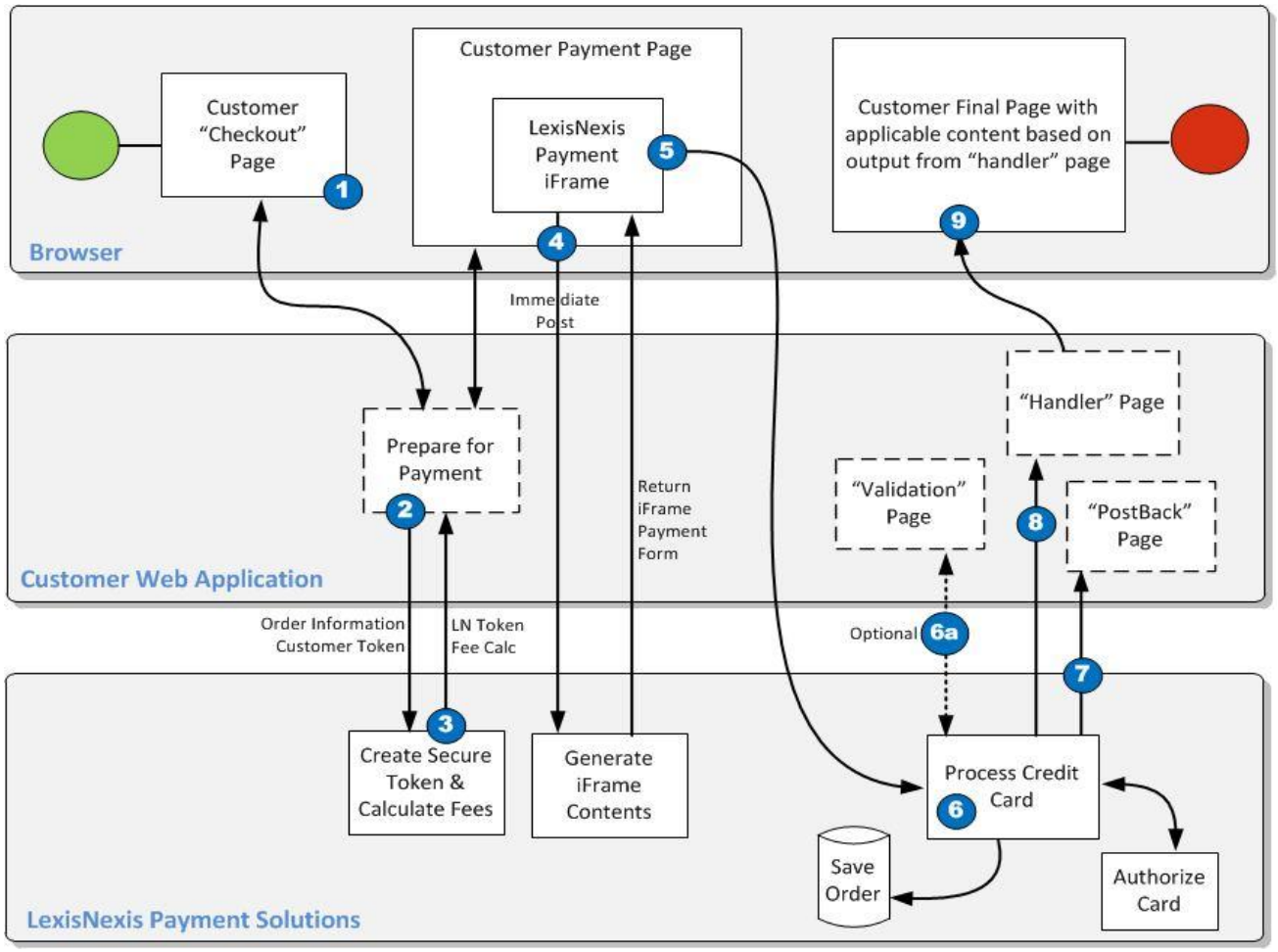
To utilize embedded web payments within your website, the site must be capable of making a HTTPS request from your web server to LexisNexis over the internet. Client browsers must also be capable of serving an embedded HTML iFrame from a LexisNexis URL.

Payment Flow

Refer to the numbered diagram below:

1) The payment flow begins on a web page hosted by the customer's web application (Checkout Page). Typically this page shows the item(s) being purchased and the amount owed, and a "checkout" or "Pay by Credit Card" button.
2) When the initial page is posted back to the web server, before displaying the next page, the customer's web application makes a secure https form post to LexisNexis with an XML string described by the XSD in Appendix A. The XML contains several required order information elements and may contain optional elements such as customer name, address, and email. The request includes a customer "token" to identify the session.
3) LexisNexis receives the form post, parses the XML, and returns a LexisNexis "token" to identify the session. The response also includes the LexisNexis calculated credit card service fee. Improperly formatted posts or posts missing required elements will generate specific error codes as detailed in Appendix A.
4) After receiving the secure token, the customer's web application next displays a payment page. In the payment page is an iFrame which makes an immediate post to the LexisNexis server with both tokens and returns the embedded HTML page to receive the credit card data.
5) The end user enters the credit card data in the LexisNexis credit card frame and posts the payment.
6) The order is saved in the LexisNexis system and the credit card authorization is attempted through the merchant network
    6a) Optional: If a Validation URL is passed with the initial request, LexisNexis will perform a "check with me" function to insure the payment details and session information passed are still valid in the customer web application. Validation failure is redirect to a client "handler" page.
7) LexisNexis response from authorization attempt
    i. In the event where the merchant network declines the payment, the end user will remain on the payment page for multiple attempts (Steps 5 & 6). After multiple failed attempts, the user will be redirected to the client "handler" page with an appropriate status.
    ii. When authorization is successful a post-back will be initiated to communicate the success with agency provided URL. After that iFrame will be redirected to a client "handler" page. The order details and status responses are passed in a URL string to the handler page in order to break out of the iFrame and return control to the customer web application. No cardholder data is passed to the "handler" page.
8) The customer web application is then in charge of what to do with the response information.

Payment Flow Diagram



Reconciliation Options

- Embedded web paymentrs require the use of a real-time server-to-server post back. This requirement is necessary so the integration is not 100% dependent on the end user's browser session to properly perform the handler URL redirect after payment.
- SFTP End of Day File – Should not be needed, but is available if secondary validation is needed for additional business processes.

Technical Requirements

Agency Requirements:

- Agency must have a website in which payments will be initiated from.
- Agency must have an IT Dept or Vendor to perform the necessary software programming in order to accomplish the payment flow outlined above for embedded web payments.

LNPS Requirements:

- LexisNexis Payment Solutions will provide a UAT environment for agency testing.
- LexisNexis Payment Solutions will provide development assistance to the agency and/or agency's vendor in the form or code samples, test apps, and troubleshooting assistance.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS Chart relates to Appendix A (Sample Contract) (together with all exhibits thereto). Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as described in the body of the Contract.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract-Contractor), Paragraph, 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection/Observation.	$50 per occurrence.
CONTRACT: Paragraph 8.38 (Standard Terms & Conditions), Paragraph 18.35 (Record Retention & Inspection-Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 18.35.	File Inspection.	$50 per occurrence.
CONTRACT: Section 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection/Observation.	$500 per occurrence; Possible termination for default of contract.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1	Contractor's representative shall attend all scheduled monthly meetings in-person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.	Attendance/Observation.	$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Manager and County Contracts Manager within three (3) workdays upon receipt of a formal Contract Deficiency Report.	Inspection/Discrepancy Report.	$100 per occurrence.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Deficiency Report to County Project Manager and County Contracts Manager within three (3) work days.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve deficiency within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 6.0 (Responsibilities), Sub-section 6.2.1	Contractor's Project Manager and alternate shall be available and accessible to RR/CC during all hours, Monday through Friday from 7:00 A.M. to 6:00 P.M. PT.	Observation.	$50 per occurrence.
SOW: Section 7.0 (Responsibilities), Sub-section 6.2.2	Contractor shall provide County notice of a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail at least twenty-four (24) hours prior to absence.	Inspection/Observation.	$100 per day.
SOW: Section 6.4 (Uniform/ID Badges), Sub-section 6.4.2	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	$100 per occurrence.
SOW: Section 7.0 (Work Schedules), Sub-section 7.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Inspection/Observation.	$100 per day.
SOW: Section 8.0 (Unscheduled Work), Sub-section 8.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	$100 per day.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 4 (Security), Subtask 4.2 (Data Transfers and Online Transactions)	Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing a secure transport protocol that conforms to standards specified in National Institute of Standards and Technology (NIST) Special Publication 800-52 Revision.	-Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available. -County observation of maintenance of 256-bit AES SSL encryption.	Suspend Contractor's services and $10,000 per business day until service level restored.
SOW: Appendix A, Task 4 (Security), Subtask 4.2 (Data Transfers and Online Transactions)	Contractor to maintain current SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor.	-Evidence of certificates upon County's request. -County's inspection & observation.	$10,000 per each business day that digital certificate not produced.
SOW: Appendix A, Task 4 (Security), Subtask 4.5 (Notification/Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents that may potentially affect County within two (2) hours.	Inspection/Observation.	$1,000 per occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.1	Contractor corrects Deficiencies at any level of severity in the System Software within twenty-four (24) hours of discovery or notification by RR/CC.	Inspection/Observation.	$1,000 per occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.3	Contractor's system must be highly available (99.9%), fully redundant, and capable of processing transactions during each day with the exception of schedule maintenance.	-Contractor provides self-reporting, which provides System, processor & application utilization statistics. -County observation of production card processing transaction System uptime.	$10,000 per occurrence.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.4	Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which does not exceed one (1) second response time for website and RR/CC site.	-Contractor shall provide self-reporting to include Transaction roundtrips. -County observation of Transaction roundtrips.	Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in termination.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.5	Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC business needs.	Inspection/Observation.	Delay schedule maintenance and updates at Contractor's sole expense.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.6	Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M. PT.	Inspection/Observation.	Delay schedule maintenance and updates at Contractor's sole expense.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.9	Contractor shall provide up-to-date written product Specifications within 2 business days of every Update and Custom Programming Modification (includes all Contractors Specifications and other Documentation).	Inspection/Observation	1,000 per day occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.11	Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis based upon a mutually agreed upon media with Card number limited as required by applicable law.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.12	Contractor shall store at least 12 months of live (not test) County data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.14	Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law.	Inspection/Observation	$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.16	Toll free access telephone number to live technical support staff or via e-mail for assistance with any System issues 7:00 A.M. to 8:00 P.M. PT, Monday through Saturday.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.18	Notification in writing to County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows: • Critical or serious production problem shall not exceed thirty (30) minutes. • Others shall not exceed twelve (12) hours.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask *9.1.19*	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 A.M. to 5:00 P.M. PT. Reply e-mails shall not be automatically generated responses but should provide custom response to question or situation.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.
SOW Exhibits: Appendix B, Exhibit 1 (Functional Requirements)	Contractor complies with all Functional Requirements as specified.	Inspection/Observation	$1,000 per occurrence
SOW Exhibits: Appendix B, Exhibit 2 (Technical Requirements)	Contractor complies with all Technical Requirements as specified.	Inspection/Observation	$1,000 per occurrence

PRICING SCHEDULE

Task	Deliverables		Title	Cost	
1			**PROJECT PLANNING AND MANAGEMENT**	**$7,300**	
	SOW	1.1	Initial Project Plan. *Initial Plan, which includes a schedule of individualized Tasks, Subtasks, and Deliverables and other resource planning activities, as described in Subtask 1.2.*	$500	
	SOW	1.2	Final Project Plan. *Final Plan for the implementation of the System.*	$500	
	SOW	1.3	Project Management Implementation. *Weekly Status Reports that cover project progress against Final Plan, quality assurance, outstanding issues, and any proposed updates to Final Plan.* ** The total cost of Weekly Status Reports will be paid in monthly installments over the term of the contract.*	$1,500	
	SOW	1.4	Project Management – Post Implementation Support. *1.4.1 : Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.* *1.4.2 : Weekly status reports on any issues addressed and resolution provided.* ** The total cost of Monthly and Weekly Status Reports will be paid in monthly installments over the term of the contract.*	$3,000	
				1.4.1	$1,500
				1.4.2	$1,500
	SOW	1.5	Quality Control Plan. *Quality Control Plan established to ensure quality and continuity of Service.*	$1,800	
2			**SYSTEM ANALYSIS AND SITE ASSESSMENT**	**$15,100**	
	SOW	2.1	Functional Analysis. *2.1.1 : Documentation outlining functional analysis on the customizations for the System including RR/CC's business requirements.* *2.1.2 : A complete working prototype of the System that meets all the requirements set forth in the functional requirements (apart from CUSTOM).*	$7,000	
				2.1.1	$2,000
				2.1.2	$5,000
	SOW	2.2	Technical Assessment. *Report on the specifications developed during the Technical Assessment Task.*	$900	
	SOW	2.3	Interface Assessment. *2.3.1 : Analyze necessary endpoints for JEDI system to interface with SaaS system.* *2.3.2 : Analyze necessary endpoints for County's Processing Vendor to interface with SaaS system.*	$7,200	
				2.3.1	$3,600
				2.3.2	$3,600

3			**DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE**	**$6,475**	
	SOW	3.1	Interface Development and Installation. *3.1.1: Provide API to interface with RR/CC's systems.* *3.1.2: Provide API to interface with County's Processing Vendor.*	$3,600	
	SOW	3.2	Documentation. *3.2.1 : Complete operator's user guides and other Documentation for all subtasks under Task 3.0.* *3.2.2 :Updated operator's user guides and other Documentation.*	$2,875	
4			**SECURITY**	**$13.775**	
	SOW	4.1	Standards and Guidelines. *Completed work product that complies with applicable data security standards.*	$0	
	SOW	4.2	Data Transfers and Online Transactions. *Meet requirement of utilizing SSL of at least 256-bit Triple-DES and maintain SSL certificate.*	$0	
	SOW	4.3	Security Risk and Vulnerability Assessments. *4.3.1 : Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.* *4.3.2 : Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.* *4.3.3 : Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractor's intention to remediate and/or mitigate based upon an agreed upon timeframe.* ** The costs of Annual Security Assessments will be paid on the effective date of the contract each year.*	$13,325	
				4.3.1	$2,700
				4.3.2	$500
				4.3.3	$10,125
	SOW	4.4	Records Retention, Storage, Protection, and Transfer of Data. *4.4.1: Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.* *4.4.2: List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.*	$450	
				4.4.1	$0
				4.4.2	$450
			Notification – Reports of Security Incidents. *4.5.1 : Report security incidents within one (1) hour of information security incident notification/ identification to the*	$0	

	SOW	4.5	*County's Project Managers.* *4.5.2 : Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.*	4.5.1	$0
				4.5.2	$0
5			**REPORTS**	**$29,250**	
	SOW	5	Reports. *5.1 : Provide System capability to generate various statistical reports.* *5.2 : Provide Ad hoc reports to County within five (5) business days of request.*	$29,250	
				5.1.1	$9,000
				5.1.2	$20,250
6			**OPERATIONAL READINESS ASSESSMENT (TECHNICAL)**	**$1,800**	
	SOW	6	Operational Readiness Assessment (Technical). *Complete a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC staff in completing the operational checklist.*	$1,800	
7			**OPERATIONAL READINESS ASSESSMENT (END USER)**	**$1,000**	
	SOW	7	Operational Readiness Assessment (End User). *Provide a completed checklist validating the readiness of the System's End User community.*	$1,800	
8			**ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATE**	**$5,625**	
	SOW	8.1	Acceptance Test Plan. *If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.*	$1,800	
	SOW	8.2	Acceptance Testing. *Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.*	$3,600	
	SOW	8.3	System Acceptance Certificate. *Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Acceptance.*	$225	
9			**MAINTENANCE AND SUPPORT SERVICES**	**$311,940**	
	SOW	9.1*	Maintenance and Support. Year 1 *Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate) for Year 1.*	$23,436	

		Year 2	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 2.*	$23,436
		Year 3	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 3.*	$23,436
		Year 4	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 4.*	$23,436
		Year 5	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 5.*	$23,436
		Year 6	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 6.*	$23,436
		Year 7	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 7.*	$23,436
		Month 1	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 1.*	$1,953
		Month 2	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 2.*	$1,953
		Month 3	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 3.*	$1,953
		Month 4	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 4.*	$1,953
		Month 5	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 5.*	$1,953
		Month 6	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 6.*	$1,953
**The contract term is for a seven-year, six month-to-month term. Contractor shall provide Deliverable 9.1 Maintenance and Support services commencing after Subtask 8.3 (System Acceptance Certificate) is complete.*				
		Support Services for Operations (Customer)		$136,170

	SOW	9.2	*9.2.1 : Provide customer operational and technical support via phone or email from 8am Pacific to 6pm Pacific Monday through Saturday.* *9.2.2 : Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.* *9.2.3 : Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.*	9.2.1 9.2.2 9.2.3	$131,310 $0 $4,860
	SOW	9.3**	Custom Programming Modifications. *9.3.1 : Develop and submit a System Design Report for requested Custom Programming Modification.* *9.3.2 : Develop a Project Plan for the completion of approved Custom Programming Modification.* *9.3.3 : Complete approved Custom Programming Modifications. 9.3.2: Develop test plans and conduct Acceptance Tests.*		N/A
	***The total cost per modification will be on services provided as requested by County per the Statement of Work plus Contractor employee hourly rate(s) as defined below in the Pricing Schedule.*				
10			**TRAINING**		**$3,000**
	SOW	10.1	End User Training Materials. *Training Needs Assessment, a training plan, and materials for End Users training.*		$3,000
	SOW	10.2	On-Site Training. *Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.*		$0
11			**OPERATIONS SERVICES**		**$40,500**
	SOW	11.1	Operations. *Provide Operations Services outlined in Subtask 11.1.*		$40,500
MISC			**TEXT MESSAGING**		**$262,620**
	SOW	misc*	Text Messaging. Year 1 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016
			Text Messaging. Year 2 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016
			Text Messaging. Year 3 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016

		Year 4	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 5	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 6	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 7	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Month 1	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 2	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 3	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 4	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 5	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 6	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
**The contract term is for a seven-year, six month-to-month term. Texts begin after the system is live and accepted by Los Angeles County. The cost includes as many as five text messages per appointment at $.02 per message. The amount is billed monthly and covers only texts sent, and the monthly invoices will include listing of texts for reconciliation by Los Angeles County.*				

	TOTAL SUM:	$698,385

Hourly Rate(s) for Custom Programming Modifications	$225

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if Its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

SERVICES:

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MONITOR:

Address:

Telephone:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR:

SERVICES:

CONTRACT NO:

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:
Title:
Address:

Telephone:
E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:
Title:
Address:

Telephone:
E-Mail Address:

APPENDIX F

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

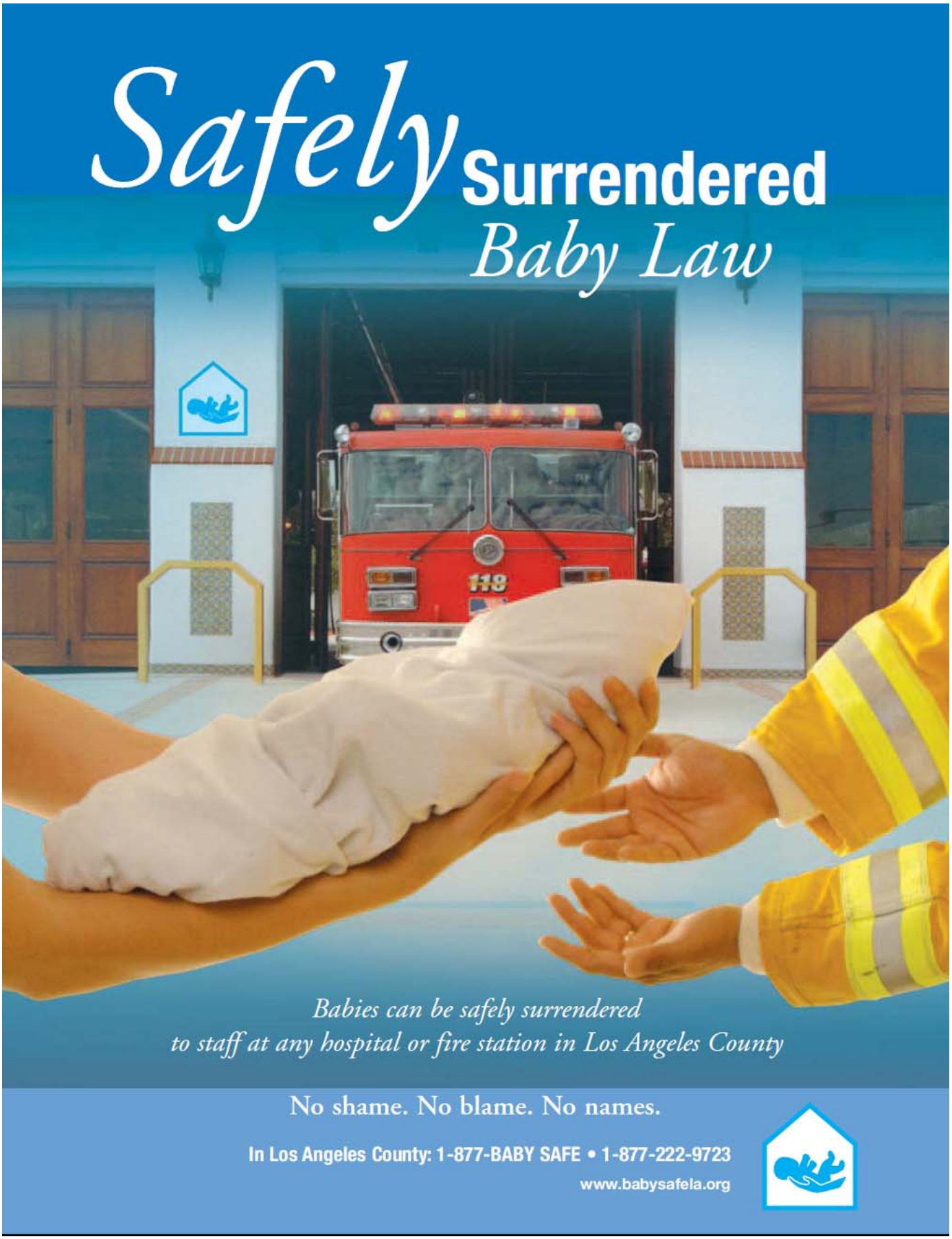
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

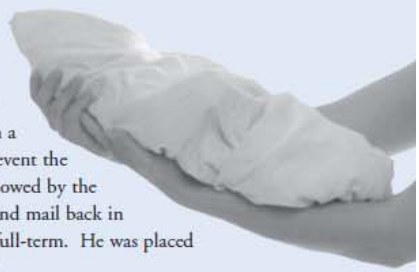
What happens to the parent or surrendering adult?

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.babysafela.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

CONTRACTOR NAME: _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any contract between any person or entity and the County of Los Angeles.

CONFIDENTIALITY CONTRACT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.
2.202.020 Definitions.
2.202.030 Determination of contractor non-responsibility.
2.202.040 Debarment of contractors.
2.202.050 Pre-emption.
2.202.060 Severability.

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the

department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.

(2) The frequency and/or number of incidents and/or duration of the wrongdoing.

(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor’s request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing,

supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

IRS NOTICE 1015

Latest version is available from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than $54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of $800, he or she must file a 2018 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 20599I

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit I (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 7.5 of the Contract (consisting of but not limited to County Confidential Information, and Personally Identifiable Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit I (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

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, agents 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.

2. PERSONNEL AND CONTRACTOR PROTECTIONS**.** Contractor shall screen and conduct background checks on all contractor personnel exposed to county confidential information as defined in Section 7.4 of the contract and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure contract. all contracts with third-parties involving access to contractor's systems and data, including all outsourcing arrangements and maintenance and support contracts (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. contractor shall supply each of its contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. contractor shall have an established set of procedures to ensure contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA. Except in the context of contractor's routine back-ups or as otherwise specifically authorized by county in writing, contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. for purposes of this Exhibit I (information security and privacy requirements), "removable media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compactflash (CF), smart media (SM), multimedia card (MMC), and xd-picture card (XD), magnetic tape, and all other removable data storage media.

4. DATA CONTROL, MEDIA DISPOSAL AND SERVICING**.** Subject to and without limiting the requirements under section 4 (storage, transmission and destruction of personally identifiable information), county data (i) may only be made available and accessible to those parties explicitly authorized under the contract or otherwise expressly approved by county in writing; (ii) if transferred across the internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 guidelines for the selection and use of transport layer security implementations[1]; and (iii) if transferred using removable media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 guide to storage encryption technologies for end user devices[2]. the foregoing requirements shall apply to back-up data stored by contractor at off-site facilities. in the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, contractor shall ensure all county confidential information, including personally identifiable information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, guidelines for media sanitization[3]).

5. HARDWARE RETURN**.** Upon termination or expiration of the contract or at any time upon county's request, contractor will return all hardware, if any, provided by county containing personally identifiable information, protected health information, or county confidential information to county. the personally identifiable information, protected health information, and county confidential information shall not be removed or altered in any way. the hardware should be physically sealed and returned via a bonded courier or as otherwise directed by county. in the event the hardware containing county confidential information or personally identifiable information is owned by contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated county security representative within fifteen (15) days of termination or expiration of the contract or at any time upon county's request. contractor's destruction or erasure of personal information and protected health information pursuant to this section shall be in compliance with industry best practices (*e.g.*, nist special publication 800-88, guidelines for media sanitization[4]).

6. PHYSICAL AND ENVIRONMENTAL SECURITY**.** Contractor facilities that process county data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

7. COMMUNICATIONS AND OPERATIONAL MANAGEMENT. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.csrc.nist.gov/
[4] Available at http://www.csrc.nist.gov/

back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

8. 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 incident response policies set forth below.

9. SECURITY INCIDENT. A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

   a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

   b. 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. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

   c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor’s environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

   d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor’s Vice President of Audit, or such equivalent position. Any of County’s regulators shall have

the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

10. CONTRACTOR SELF AUDIT. Contractor will provide to county a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

i. **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

ii. **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

iii. **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. <u>SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:</u>

i. Audit spans a full twelve (12) months of operation and is produced annually.

ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

Security Audits. In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

BOARD AGENDA DATE:

9/3/2019

SUBJECT:

REQUEST FOR APPROVAL OF CONTRACT WITH MYTIME, INC FOR AN APPOINTMENT AND CUSTOMER FLOW SYSTEM

CONTRACT TYPE:

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

SUMMARY:

Description:

The Registrar-Recorder/County-Clerk (RR/CC) is requesting approval of a contract with MyTime, Inc (MyTime). for an Appointment and Customer Flow System (System). The initial term of the contract is five years with two optional one-year extensions and six optional month-to-month extensions for a maximum term of seven years and six months. The contract sum over the potential maximum term is $768,223.50, including the option years and 10% contingency.

Recommendation 2 requests delegated authority to execute increases to the original contract sum of $583,275 by no more than 10% total over the potential maximum term, provided that County Counsel approval is obtained.

Recommendation 3 requests delegated authority to negotiate and execute amendments provided that County Counsel approval is obtained.

Recommendation 4 requests delegated authority to terminate the contract as necessary provided that County Counsel approval is obtained.

The recommended system will provide a software-as-a-service solution that will allow RR/CC customers to create, reschedule and cancel appointments on-line. Currently, appointments are only available for a small set of services, and creation, confirmation and rescheduling of appointments is done manually. This solution will help decrease lines and direct customers to less busy offices. Additionally, the system will use reporting tools and interface with RR/CC's existing applications (such as the Joint Enterprise Development Infrastructure) for processing vital records requests and corresponding payments.

Contract Amount: $768,223.50, including the option years and 10% contingency.

REQUEST FOR APPROVAL OF CONTRACT WITH MYTIME, INC FOR AN APPOINTMENT AND CUSTOMER FLOW SYSTEM

FINANCIAL ANALYSIS:

Contract costs:

Total costs (over 7 years and 6 months): ..... $ 698,385

Notes:

Because the solution is software-as-a-service, the cost above includes subscription, maintenance and support services over the original five-year contract term, the two optional one-year extensions and the six optional month-to-month extensions. The estimated cost breakdown is $204645 for FY 19-20; $75,960 for FY 20-21; $75,960 for FY 21-22; $75,960 for FY 22-23; $75,960 for FY 23-24; $75,960 for FY 24-25; $75,960 for FY 25-26; and $37,980 for FY 26-27. This expense has been included in RR/CC's fiscal year 2019-20 budget. There is no net County cost impact; all costs are eligible for reimbursement from the Registrar-Recorder/County Clerk Vitals and Health Statistics Special Revenue Fund.

RISKS:

1. As with any system implementation, there are risks in the areas of quality, cost and schedule. RR/CC has mitigated these risks by developing a detailed set of functional and technical requirements. Also, by requiring the contractor to:
   - Establish a comprehensive Quality Control Plan;
   - Establish a Quality Assurance Plan (including deficiency and problem resolution procedures);
   - Provide a full-time Project Manager and Alternate;
   - Prepare a detailed Project Plan within 10 days of contract award;
   - Work with RR/CC staff to validate documented functional requirements (including reviewing business processes and conducting prototype sessions);
   - Identify the necessary system interfaces to meet RR/CC's requirements;
   - Conduct independent third-party system security risk and vulnerability assessments;
   - Agree that the County retains full rights to all records and data;
   - Establish data backup and recovery procedures;
   - Support the County in User Accepting Testing efforts;
   - Commit to 99.9% system availability;
   - Commit to sub-second system response time;
   - Develop a training needs assessment and training plan;
   - Conduct on-site training classes;

- Ensure the system interface is responsive and adjusts to screen size being used by the customer browser (smartphone, tablet, etc.);
- Ensure the system can support 500 simultaneous users; and
- Ensure the system can support self-service for password resets.

2. Security – The OCIO's Deputy Chief Information Security Officer has reviewed the security components of the contract and made 14 security related recommended changes. The recommended changes focus on data encryption levels, security incident protocols, physical data center security, system multi-factor authentication, administrative access requirements and system security alerts. RR/CC has reported that the contractor has accepted the recommendations and incorporate them into the contract.

PREPARED BY:

_____ _____

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER DATE

APPROVED:

_____ _____

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER DATE

DEAN C. LOGAN
Registrar-Recorder/County Clerk

September 3, 2019

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

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT WITH MYTIME, INC. FOR APPOINTMENT AND CUSTOMER FLOW SYSTEM (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval of Contract #19-001 (Attachment I) with MyTime, Inc. (MyTime) for an Appointment and Customer Flow System (System).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Registrar-Recorder/County Clerk (RR/CC), or designee, to execute a substantially similar contract (Attachment I) effective for a period of five (5) years with two (2) optional one-year extensions and six (6) optional month-to-month extensions for a maximum term of seven (7) years and six (6) months. The contract sum over the potential maximum term is $698,385.

2. Delegate authority to the RR/CC, or designee, to execute increases to the original contract sum of 698,385 by no more than ten percent (10%) total over the potential maximum term provided that County Counsel approval is obtained.

3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to terminate the contract as necessary provided that County Counsel approval is obtained.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The Department records and maintains legal documents pertaining to real property ownership, birth, death, and marriage, conducts marriage ceremonies, issues marriage licenses, administers notary oaths, and files Fictitious Business Name Statements.

The Norwalk Headquarters serves approximately twenty-five thousand (25,000) customers per month while the six (6) district offices combined serve nearly twenty-thousand (20,000) customers per month. Currently appointments are only available for a small set of services. Creation, confirmation and rescheduling of those appointments are all done manually.

Approval of the recommended contract will enhance customer services for all Departmental offices by allowing customers to make appointments online that will shorten or eliminate wait time. Additionally, the System will utilize reporting tools as well as interface with the Department's existing applications system for processing vital records requests and corresponding payments.

RR/CC anticipates starting with three (3) different services at seven (7) locations. The number of services would eventually increase to ten (10) or more through a phased-in approach over the term of the contract.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Pursuing operational effectiveness, fiscal responsibility and accountability. The contract will provide the Department a centralized appointment repository and allow the public ability to create, re-schedule, and cancel their appointments anytime.

FISCAL IMPACT / FINANCING

The cost for the term of the contract is $698,385. The estimated cost breakdown is $204,645 for FY 19-20; $75,960 for FY 20-21; $75,960 for FY 21-22; $75,960 for FY 22-23; $75,960 for FY 23-24; $75,960 for FY 24-25; $75,960 for FY 25-26; and $37,980 for FY 26-27. The contract provides Board delegated authority to the RR/CC, or designee, to increase the contract sum up to 10% for a maximum amount of $768,223.50 over the term of the contract.

Funding was included in RRCC's FY 2019-20 Recommended Budget and funding for future years will be requested through the annual budget process. There is no net County

cost impact; all costs are eligible for reimbursement from the Registrar-Recorder/County Clerk Vitals and Health Statistics Special Revenue Fund.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

Your Board is authorized to approve this contract with persons specially trained and experienced to perform the services described in this Board letter pursuant to California Government Code Section 31000.

The contract contains Board required contract provisions, including those pertaining to consideration of qualified County employees targeted for layoff, qualified GAIN/GROW participants for employment openings, as well as compliance with the Jury Duty Ordinance, the Safely Surrender Baby Law, and the Child Support Program.

The CEO Risk Management Branch has reviewed and approved the insurance and indemnification provisions in the recommended contract as to form. CEO has reviewed and approved this Board letter. The Chief Information Office (CIO) recommends approval of this request and a formal CIO Analysis is attached (Attachment II). County Counsel has reviewed this Board letter and has approved the attached contract as to form.

CONTRACTING PROCESS

The RR/CC Contracts Section issued Request for Proposals (RFP) #18-005 on November 20, 2018 through the County's Open Bids and Solicitations website for proposals from firms that could provide an Appointment and Customer Flow Management System that was a Software as a Service (SaaS) solution. Additionally, RFP release letters were sent to approximately ninety-four (94) viable service providers found via Internet search.

Advertisements were published with the following newspapers that cover all five Board Districts: Los Angeles Times, Los Angeles Daily News, and Whittier Daily News. The RFP was also placed on social media via the Department's Facebook and Twitter accounts.

Three proposals were submitted by MyTime, Inc., Appointy, and Publicis Sapient. The submission by Appointy was disqualified for not meeting minimum requirements. No disqualification review was requested.

The evaluation process resulted in MyTime, Inc. as the top ranked, highest scored proposer. As such, evaluators recommended MyTime as the contractor for this agreement. Publicis Sapient requested a debrief which was conducted on April 3, 2019. At the time of filing, there were no protests as a result of this solicitation.

IMPACT ON CURRENT SERVICES

This is a vendor system which will simply pass information to the Department resulting in shortened or eliminated wait times. The only alternative identified is to hire more staff at the public service windows which would increase expenses and requirements for space.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

WILLIAM S. KEHOE
Chief Information Officer

DCL:RF:VW:jw

Attachments

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chief Information Office

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MYTIME, INC.

FOR

APPOINTMENT AND CUSTOMER FLOW SYSTEM

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTOR
FOR
APPOINTMENT AND CUSTOMER FLOW SYSTEM

This Contract and Exhibits made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and MyTime, Inc., hereinafter referred to as Contractor. MyTime, Inc. is located at 4053 18th Street, San Francisco, CA 94114.

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk ("RR/CC") requires appointment and customer flow system services (the "Service") to carry out its mission efficiently and effectively;

WHEREAS, Contractor is in the business of providing appointment and customer flow system services; and

WHEREAS, this Contract is authorized pursuant to California Government Code Section 31000.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party or Parties, as RR/CC and Contractor are sometimes hereinafter referred to collectively, agree as follows:

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

1 APPLICABLE DOCUMENTS

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

Exhibits:

- APPENDIX A - Statement of Work
- APPENDIX B - Pricing Schedule
- APPENDIX C - Contractor's EEO Certification
- APPENDIX D - County's Administration
- APPENDIX E - Contractor's Administration
- APPENDIX F - Jury Service Ordinance
- APPENDIX G - Safely Surrendered Baby Law
- APPENDIX H - Contractor Acknowledgement and Confidentiality Contract
- APPENDIX I - Determination of Contractor Non-Responsibility and Contractor Debarment
- APPENDIX J - Notice to Employees Regarding the Federal Earned Income Credit (IRS Notice 1015)
- APPENDIX K - Information Security and Privacy Requirements

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

2 DEFINITIONS

2.1 Standard Definitions:

2.1.1 "Acceptance": This term as used herein shall mean County's written approval of any Tasks, subtasks, Deliverables, goods, Services, or any other work provided by Contractor to County.

2.1.2 "Acceptance Test", or "Acceptance Testing": These terms as used herein shall have the same meaning as set forth in Section 9.1 of the Contract.

2.1.3 “Advanced Encryption Standard” or “AES”: These terms as used herein shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS197) for use by U.S. government organizations to protect sensitive, unclassified information.

2.1.4 “Amendment”: This term as used herein shall mean a written change to this Contract entered into in accordance with Section 8.1 (Amendments) of this Contract.

2.1.5 “Application Programming Interface”, or “API”: This term as used herein shall mean a set of subroutine definitions, communications protocols and tools for building software which allows applications to communicate with each other. Generally, a set of clearly defined methods for communication between various components.

2.1.6 “Association”: This term as used herein shall mean any entity formed to administer and promote the use of credit cards, including VISA U.S.A Inc. and MasterCard International, Incorporated.

2.1.7 “Association Rules”: This term as used herein shall mean the bylaws, rules, and regulations of each Association, as they exist from time to time.

2.1.8 “Board of Supervisors”, or “Board”, or “BOS”: The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.9 “Business Day” or “Business Days”: The terms as used herein shall mean, whether or not capitalized, Monday through Friday, except holidays.

2.1.10 “Certificate of Completion”: The term as used herein shall mean each certificate which, when executed by County’s Project Director, indicates County’s acceptance of the Work identified in such certificate.

2.1.11 “Contract”: This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and

performance of all tasks, deliverables, services and other work.

2.1.12 "Contract Deficiency Report": This term as used herein shall have the same meaning as set forth in Section 5.2 (Contract Deficiency Report) of the Statement of Work.

2.1.13 "Contract Sum": This term as used herein shall have the same meaning as set forth in Section 5 (Contract Sum) of the Contract.

2.1.14 "Confidentiality": This term as used herein shall have the same meaning as set forth in Section 7.6 (Confidentiality) of the Contract.

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

2.1.16 **"**Contractor Project Manager": The person designated by the Contractor to administer the Contract operations under this Contract

2.1.17 "County": This term as used herein shall have the same meaning as set forth in the Recitals of this Contract.

2.1.18 "County Information Security Officer" or "CISO": The person designated as Los Angeles County's Chief Information Security Officer.

2.1.19 "County Project Director": This term as used herein shall mean the person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.20 "County Project Manager" or "County Project Management": This term as used herein shall mean the person designated by County's Project Director to manage the operations under this contract.

2.1.21 **"**County Project Monitor": This term as used herein shall mean the person with responsibility to oversee the day to day activities of this contract.

Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.22 "Custom Programming Modification" or "Custom Programming Modifications": This term as used herein shall have the same meaning as set forth in Section 9.3 (Maintenance and Support Services; Operational Services) and in Section 9.3 of the Statement of Work.

2.1.23 "Data": This term as used herein shall mean all of the County confidential information, data, records, and information of the County to which the Contractor has access, or otherwise provided to Contractor under this Contract.

2.1.24 "Data Security Guidelines": This term as used herein shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any card issuer, any card processor, or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at **http://countypolicy.co.la.ca.us** and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.

2.1.25 "Day" or "Days": Calendar day(s) unless otherwise specified.

2.1.26 "Debarment": This term as used herein shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County solicitation, being awarded a Contract, and/or performing Work on a County Contract.

2.1.27 "Deficiency" or "Deficiencies": This term as used herein shall mean any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which

results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the Statement of Work, as determined by County's Project Director.

2.1.28 "Deliverable" or "Deliverables": This term as used herein shall mean the completed Tasks and/or other Work under this Contract for the type of Transaction described.

2.1.29 "Department" or "Department of Registrar-Recorder/ County Clerk" as used herein shall mean the Department of Registrar-Recorder/County Clerk of Los Angeles County.

2.1.30 "Effective Date": This term as used herein shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.

2.1.31 "End User": This term as used herein shall mean technical and operational staff of the Department.

2.1.32 "Evaluation": This term as used herein shall mean the process by which the County reviews proposals and which result in the recommended selection of a Contractor.

2.1.33 "Evaluator": This term as used herein shall mean a person who evaluates a proposal.

2.1.34 "Extension Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.35 "Federal Information Processing Standards" or "FIPS": This term as used herein shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and inoperability)

and there are no acceptable industry standards or solutions.

2.1.36 **"**Fiscal Year"**:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.1.37 "Greater Avenues for Independence" or "GAIN": This term as used herein shall mean the program which assists local businesses meet their staffing needs by providing employment-related services to CalWORKS recipients to help find employment, stay employed, and move on to higher paying jobs.

2.1.38 "Information Security Incident": This term as used herein shall mean any breach or other incident which could reasonably compromise the confidentiality integrity, or availability of any data or other information relating to customers.

2.1.39 "Initial Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.40 "Interface" or "Interfaces": This term as used herein shall mean any licensed program, including source code, object code, and related Documentation required to complete the interface(s) between such and any required County software programs.

2.1.41 "Invoice Deficiency Report" or "IDR": This term as used herein shall mean the same as set forth in Exhibit L (Invoice Deficiency Report) to the Contract.

2.1.42 "JavaScript Object Notation" or "JSON": This term as used herein shall mean an open-standard file format that uses human-readable text to transmit data objects consisting of attribute-value pairs and array data types.

2.1.43 "Joint Enterprise Development Interface" or "JEDI": This term as used herein shall mean a collection of applications used by the Registrar-Recorder/County Clerk. The Point-of-Sale applications and Vital Records applications are all written using the JEDI framework for processing vital records requests and payments for those requests.

2.1.44 “Licensed Program”: This term as used herein shall mean all Software supplied by Contractor pursuant to this Contract. References to the Licensed Program may include one or more components or modules thereof or all Licensed Programs in the System.

2.1.45 “Maintenance and Support Services”: This term as used herein shall mean the same as set forth in Section 9.3 (Maintenance and Support Services; Operations Services).

2.1.46 “Minor Imperfection”: This term as used herein shall mean the same as set forth in Section 9.2 (Deficiencies).

2.1.47 “National institute of Standards and Technology” or “NIST”: This term as used herein shall mean a non-regulatory Federal agency within the United States (U.S.) Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes U.S. innovation and industrial competitiveness.

2.1.48 “Non-responsibility”: This term as used herein shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.

2.1.49 “Non-responsive”: This term as used herein shall mean the failure of a proposer to comply with all solicitation requirements making the proposer ineligible for consideration in that specific proposal evaluation process.

2.1.50 “Operations Services”: This term as used herein shall mean the same as set forth in Section 9.3.2 (Operations Services).

2.1.51 “Option Term”: This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.52 “Party” or “Parties”: This term as used herein shall mean the same as set forth in the Recitals.

2.1.53 "Personally Identifiable Information" or PII": This term as used herein shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal, financial, or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "non-public personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.

2.1.54 "Production Use": This term as used herein shall mean the use of the System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System in accordance with this Contract.

2.1.55 "Professional Services": This term as used herein shall mean Services, including, but limited to, consulting services, additional training and/or customizations which Contractor may provide upon County's request.

2.1.56 "Project Plan": This term as used herein shall mean Contractor's written plan to provide, implement, monitor, and ensure the Services required by this Contract are received by County accordingly identified in the Statement of Work.

2.1.57 "Proposal": This term as used herein shall mean an offer to provide services and/or solutions to an identified problem at a particular price under given terms and conditions.

2.1.58 "Proposer(s)": This term as used herein shall mean one who responds to a solicitation for a proposal.

2.1.59 "Registrar-Recorder/County Clerk" as used herein shall mean the Head of the Department of Registrar-Recorder/County Clerk of Los Angeles County.

2.1.60 “Request for Proposal” or “RFP”: This term as used herein shall mean a solicitation based on proposed solutions in response to a defined need of the County. The Contract recommended for award is to the proposer who submits the proposal deemed to be in the overall best interest of the County (generally the highest-ranking proposer).

2.1.61 “Responsible”: This term as used herein shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030), and has the financial and managerial ability to perform the required work.

2.1.62 “Responsive”: This term as used herein shall mean a proposal submitted to the County that complies with all solicitation requirements.

2.1.63 “Secure Socket Layer” or “SSL”: This term as used herein shall mean a protocol used in network communications that provides application-independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol (HTTP) for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.

2.1.64 “Services”: This term as used herein shall mean any development, installation, configuration, implementation, operations services, Maintenance and Support Services, and other services performed by or on behalf of the Contractor pursuant to this Contract for the type of Transaction described.

2.1.65 “Software as a Service” or “Saas”: Software that is owned, delivered, and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

2.1.66 “Specifications”: This term as used herein shall mean all functional, operational, technical and/or business specifications, requirements, features,

standards, and Deliverables for the System, all set forth in the Documentation and/or this Contract, including the County's Request for Proposal, the Contractor's proposal, the Statement of Work, and/or any Custom Programming Modification Request.

2.1.67 "Solicitation Document": This term as used herein shall mean a document developed by the County to obtain proposals and other information from proposers.

2.1.68 "Statement of Work": The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.69 "Subcontract": An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

2.1.70 "Subcontractor": Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.71 "Submission Deadline**":** This term as used herein shall mean the time (including time zone) and date specified by the County for receipt of proposals.

2.1.72 "System": This term as used herein shall mean the System Software, System Hardware, and Services. References to the System may include one or more components or modules thereof or the System as a whole.

2.1.73 "System Hardware": This term as used herein shall mean all hardware supplied by or on behalf of Contractor pursuant to this Contract. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

2.1.74 "System Software": This term as used herein shall mean all computer programs conceived, created,

developed, or otherwise supplied by or on behalf of Contractor pursuant to this Contract together with all source code, object code, and Documentation. System Software includes the programs, the Interfaces, the Updates, and the Custom Programming Modifications. References to the System Software may include one or more components or modules thereof or all System Software in the System.

2.1.75 "Task": This term as used herein shall mean one or more areas of Work to be performed under this Contract for the type of Transaction described including those areas identified as a numbered Task or Subtask and all subtasks thereunder.

2.1.76 "Term": This term as used herein shall mean the same as set forth in Section 4 (Term of Contract).

2.1.77 "Third Party Software": This term as used herein shall mean the same as set forth in Section 9.7 (Third Party Software).

2.1.78 "Training Needs Assessment": This term as used herein shall mean the Contractor identifies training requirements to support the Department's End User roles and responsibilities.

2.1.79 "Transaction": This term as used herein shall mean an Online Transaction, a Card Present Transaction, or a Card Not Present Transaction, as the case may be.

2.1.80 "Triple Data Encryption Standard" or "Triple-DES": This term as used herein shall mean a legacy protocol that has been replaced by Advanced Encryption Standard (AES). Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes instead of one as used in ordinary DES applications. Triple-DES provides a much stronger encryption than ordinary DES but is less secure than AES.

2.1.81 "Updates": This term as used herein shall mean the same as set forth in Section 9.3 (Maintenance and Support Services; Operations Services).

2.1.82 “User”: This term as used herein shall mean any person or entity authorized by the Department to access or use any portion of the System Software.

2.1.83 “Vendor”: This term as used herein shall mean an organization or company submitting a proposal in response to the County’s solicitation for goods and/or services.

2.1.84 “Work”: This term as used herein shall mean any and all Tasks, Deliverables, Custom Programming Modifications, goods, and other Services performed by or on behalf of the Contractor (including by Subcontractors, if any) pursuant to this Contract, the Statement of Work and all its exhibits, change orders, and amendments hereto.

2.1.85 “Work Product”: This term as used herein shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media materials, plans, reports, project plans, work plans,

documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include any (a) intellectual property, including without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence, and organization of software, user interfaces, and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract (“Background Intellectual Property”) or (b) the System Software or any modifications thereto made by Contractor.

2.1.86 “eXtensible Markup Language” or “XML”: This term as used herein shall mean a markup language that defines a set of rules for encoding documents in a

format that is both human-readable and machine-readable.

3 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT

4.1 The term of this Contract shall be five (5) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Board of Supervisors or Registrar-Recorder/County Clerk or designee as authorized by the Board of Supervisors.

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

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

5 CONTRACT SUM

5.1 **Total Contract Sum**

5.1.1 The "Contract Sum" under this Contract shall be the total monetary amount payable by County to Contractor for supplying all Tasks, Subtasks, Deliverables, goods, services,

and other Work specified under this Contract. The Contract Sum for this Contract, including all applicable taxes, authorized by County hereunder is: Five Hundred Eighty-Three Thousand Two Hundred and Eighty Five Dollars ($583,275.00).

5.1.2 The fees and other applicable rates for the Term of the Contract are set forth in Exhibit B (Pricing Schedule). Contractor's fees shall remain firm fixed prices for the Term of the Agreement. The Registrar-Recorder/County Clerk, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the total Contract Sum over the Term of the Agreement, including any extensions thereof. The maximum Contract Sum shall not exceed Six Hundred Forty-One Thousand Six Hundred and Two Dollars and Fifty Cents ($641,602.50).

5.2 **Written Approval for Reimbursement**

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

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

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

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

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after

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

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

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

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

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

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:
Fiscal Officer
Financial Services Section
Los Angeles County Registrar-Recorder/County Clerk
12400 Imperial Highway, Suite 7211
Norwalk, California 90650
Phone: (562) 462–2680

5.5.6 **County Approval of Invoices**

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

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

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

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

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

5.6.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov

with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

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

6.3 County's Project Manager

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

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

6.3.1.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

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

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

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

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor shall sign and adhere to the provisions of Exhibit H (Contractor Acknowledgement and Confidentiality Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, a mutually agreed to amendment to the Contract shall be prepared and executed by the Contractor and by Registrar-Recorder/County Clerk or designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or

change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or designee.

8.1.3 The Registrar-Recorder/County Clerk or designee with Board of Supervisors approval, may authorize extensions of time as defined in Paragraph 4 (Term of Contract). The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Registrar-Recorder/County Clerk or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.2. 2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written

Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling

interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with

respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.2.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty

   (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any

subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this

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

of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment

was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business.

The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at **www.babysafela.org**.

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

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

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

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant

or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

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

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that

such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 Fair Labor Standards

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

8.20 Force Majeure

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

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

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

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

8.23 Indemnification

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

8.24 General Provisions for all Insurance Coverage

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

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, Technology Errors & Omission Insurance policy, and Privacy/Network Security (Cyber) Liability policy shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor

and/or sub-contractor insurance policies at any time.

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

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

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

Contracts Monitor
Registrar-Recorder/County Clerk
12400 Imperial Highway
Contracts Section, Suite 5115
Norwalk, California 90650

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or

incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its

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

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

The County of Los Angeles, it's 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, Technology Errors & Ommission Insrance policy, and Privacy/Network Security (Cyber) Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

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

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

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

8.24.8 **Waivers of Subrogation**

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

8.24.9 **Subcontractor Insurance Coverage Requirements**

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

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

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

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

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

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

8.25 Insurance Coverage

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

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

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

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

workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.5 Technology Errors & Omissions Insurance

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

8.25.4.6 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 no

matter how it occurs]; (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 $2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

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

8.26.2 If the Registrar-Recorder/County Clerk, or designee, determines that there are deficiencies in the performance of this Contract that the Registrar-Recorder/County Clerk, or designee, deems are correctable by the Contractor over a certain time span, the Registrar-Recorder/County Clerk, or designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Registrar-Recorder/County Clerk, or designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such

damages is five hundred dollars ($500) per day per infraction, or as specified in the Exhibit O (Performance Requirements Summary (PRS) Chart) within Appendix C (Statement of Work Exhibits) hereunder, and that the Contractor shall be liable to the County for liquidated

damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated

during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G, Safely Surrendered Baby Law of this Contract. Additional information is available at **www.babysafela.org**.

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public

records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

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

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of

Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement

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

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

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

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

Contracts Monitor
Registrar-Recorder/County Clerk
12400 Imperial Highway
Contracts Section, Suite 5115
Norwalk, California 90650

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

8.41.1 Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon

which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be affected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

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

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

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

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

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

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is

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

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

8.44 Termination for Improper Consideration

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

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

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

8.45 Termination for Insolvency

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

8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the

ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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

8.53 Time Off for Voting

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

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

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

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

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

8.55 Compliance with Fair Chance Employment Practices

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

8.56 Compliance with the County Policy of Equity

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

9 UNIQUE TERMS AND CONDITIONS

9.1 Ownership of Materials, Software and Copyright

9.1.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract. For software originated or created through the Contractor's work pursuant to this Contract, Contractor hereby grants County an irrevocable license to use such software for the Term at no cost.

9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide

security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

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

9.2 Patent, Copyright and Trade Secret Indemnification

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

unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

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

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

9.3 System Tests and Acceptance by County

9.3.1 Acceptance Tests

After Contractor submits the Task/Deliverable Acceptance Form for acceptance of the System, County may conduct any and all tests, at County's sole discretion, to determine System functionality and reliability with the active assistance of Contractor. The tests (collectively, the "Acceptance Tests") will include, but is not limited to, the following:

(a) Initial System component test to determine whether each System component has been properly installed and is working in accordance with all applicable Specifications;

(b) Integrated System component test to determine whether each System component interfaces and integrates with other System components already installed and whether each such System component can be used in the approved operating

configuration and operates in accordance with all applicable Specifications and this Contract;

(c) Final System test to ensure that all System components of the project and of all previous Updates and modifications interface and integrate with System and each other in the approved operating configuration and operate in accordance with all applicable Specifications and this Contract.

9.3.2 Failed Acceptance Testing

If County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again.

If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Acceptance Test or (ii) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Section 8.43 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract.

9.3.3 Certification of Completion

After County's Project Director has determined that the System, as a whole, has achieved acceptance, as set forth in Section 9.5, County shall within thirty (30) Days issue a written certificate of completion.

9.4 Deficiencies

9.4.1 Deficiencies

As used herein, the term “Deficiency” shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County’s Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material (“Minor Imperfection”), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System. Deficiencies may still be subject to the remedies provided under Section 8.26.

9.4.2 Corrective Measures

County’s Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within five [5] Days) to either Contractor’s Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor’s discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.4.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

9.5 Maintenance and Support Services; Operations Services

9.5.1 Maintenance and Support Services

Without limiting Section 3.0 (Work), commencing upon the date on which Contractor achieves Acceptance of the System, Contractor shall provide support and maintenance services for the System during the Term at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include, the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming System Software, repairing or replacing System Hardware and re-performing Services, (b) County-authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, including to keep the System performing in accordance with applicable laws, rules and regulations, and to keep the System Software operating in accordance with the Specifications and otherwise with this Contract (collectively "Updates") and (c) County-requested customizations and modifications to the System designed to revise the System to meet County's evolving business and/or technical requirements (together with all Source Code, object code and documentation, collectively "Custom Programming Modifications").

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within five [5] Days) to either Contractor's Project Director or Project Manager of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth.

Contractor shall diligently continue corrective measures until such Deficiency is corrected. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System Software and/or System Hardware in order to correct a Deficiency. No Deficiency shall be deemed corrected until approved in writing by County's Project Director.

County's Project Director will initiate any County-requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with Subtask No. 9.3 in the Statement of Work.

With respect to the installation and implementation of any Update or Custom Programming Modification, the Parties shall mutually agree upon acceptance tests for such Update or Custom Programming Modification. The installation and implementation of each Update and Custom Programming Modification shall be subject to the testing and Acceptance procedures, including, without limitation, with respect to obtaining Certificates of Completion, except that the Parties shall use the applicable tests developed pursuant to this Section. Upon Contractor's completion and delivery, and County's Acceptance, of each Update and each Custom Programming Modification, such Update and such Custom Programming Modification shall become part of and be included as the System for all purposes under this Contract.

9.5.2 Operations Services

Without limiting Section 3.0 (Work), commencing upon the date on which Contractor achieves Acceptance of the System, Contractor shall provide operations services for the System (collectively "Operations Services") during the Term at no additional cost to the County.

9.6 Warranties

9.6.1 Contractor hereby represents and warrants to County that the System Software, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any

exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

9.6.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have already been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance if this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

9.6.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in a timely and professional workmanlike manner by experienced, qualified and, if appropriate, licensed or certified personnel.

9.6.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.

9.6.5 Contractor shall supply sufficient staff to discharge its responsibilities here under in a timely and efficient manner, including as required to comply with Contractor's obligation under this Contract, including the SOW.

9.6.6 All documentation developed under this Contract shall be uniform in appearance.

9.7 Production Use of the System

Following System installation by Contractor and prior to Acceptance of the System by County, County shall have the right to use System in Production Use where County determines it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed to be County's Acceptance of the System.

9.8 Third Party Software

9.8.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

9.8.2 In the event that County requires any license to use Third Party Software in order to enjoy the full use and benefit of the System Software, Contractor shall obtain such third party license at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all

sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Section 9.11.2 (License).

9.8.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Section 8.46 (Termination for Convenience), the obligations of Contractor as set forth in this Section 9.7 (Third Party Software) shall be null and void.

9.9 Other Proprietary Considerations

9.9.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").

9.9.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.

9.9.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.

9.9.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20__ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.

9.9.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.

9.9.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.9.7 Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Section 9.17.9 and Section 8.39 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.

9.9.8 Subject to license, Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.

9.9.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Section 9.15.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Section 9.15.6 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.10 County Information Technology and Security Policy

This Contract is subject to the County's Information Technology and Security Policy codified in Section 6.100 of the Board of Supervisors Policy Manual, and Contractor shall comply with the applicable requirements therein.

9.11 New Technology

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the

performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Section 8.1 (Amendments) of this Contract.

9.12 Data Destruction

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

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

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

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

9.13 Use of County Seal and/or Registrar-Recorder/County Clerk (RR/CC) Logos

The County claims right, title, and interest in and to certain intellectual property, including but not limited to, the current and former County seals and RR/CC logos (hereafter collectively "County Seals"). Contractor shall not reproduce, copy, distribute,

republish, download, display, post, transmit, or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify the County Seals, or (ii) create derivative works of the County Seals. The Contractor shall not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent shall be null and void.

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

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

MYTIME, INC.

Name

Title

Tax Identification Number

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

APPENDICES

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B PRICING SCHEDULE

C CONTRACTOR'S EEO CERTIFICATION

D COUNTY'S ADMINISTRATION

E CONTRACTOR'S ADMINISTRATION

F JURY SERVICE ORDINANCE

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I DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

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APPENDIX A

STATEMENT OF WORK

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1.0 BACKGROUND

The County of Los Angeles Registrar-Recorder/County Clerk (RR/CC) records and maintains legal documents pertaining to real property ownership, birth, death, and marriage and maintains the register of voters. Additionally, the Department issues marriage licenses, conducts marriage ceremonies, administers notary oaths, and files Fictitious Business Name Statements and conducts local, state and federal elections.

- The Norwalk Headquarters serves approximately twenty-five thousand (25,000) customers per month.

- The six (6) district offices serve nearly twenty-thousand (20,000) customers per month.

An appointment and customer queuing system will eliminate some of the lines and direct customers to less busy offices.

2.0 SCOPE OF WORK

RR/CC is looking to acquire an Appointment and Customer Flow System (System) that is a Software as a Service (SaaS) system. The System should have the capability to schedule appointments, utilize reporting tools and provide Application Programming Interface (API) to interface with the Department's existing Joint Enterprise Development Infrastructure (JEDI) System.

RR/CC anticipates starting with two-thousand (2,000) appointments per month for three (3) different services with seven (7) locations. The number of services would eventually increase to ten (10) or more through a phased-in approach over the term of the contract.

Contractor shall deliver all software, other goods, maintenance, support services, and related project management to accomplish all of the Tasks set forth in this Statement of Work, including completion and delivery of the System to the County Project Director and Managers' satisfaction. The System must operate in accordance with the requirements set forth in the Functional Requirements and Technical Requirements (Appendix A, Exhibits 1 and 2), the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all work described in this Statement of Work (SOW) or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard RR/CC software set forth below when preparing Deliverables. Contractor shall provide Deliverables, which are to be delivered in a file format which is importable to the following standard RR/CC software:

- Microsoft Word 2013 or higher.
- Microsoft Excel 2013 or higher.
- Microsoft Project 2013 or higher.
- Adobe Acrobat Reader (version 11 or higher).

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

3.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review and approval within five (5) Business Days of acceptance of the Project Plan as stated in Section 10.0. The plan shall include, but may not be limited to, the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8 (Standard Terms and Conditions), Paragraph 8.15 (County's Quality Assurance Plan).

5.1 Monthly Meetings

Contractor is required to attend all scheduled meetings in person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.

5.2 Contract Deficiency Report

Initial verbal notification of a Contract Deficiency followed by written notification within one (1) Business Day will be made to the Contract Program Management resource as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts Manager will determine whether a formal Contract Deficiency Report (Appendix A, Exhibit 8) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, acknowledging the reported Deficiencies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Deficiency Report shall be submitted to the County Project Management and County

Contracts Manager within three (3) Business Days. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

5.3 County Observations

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

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. (Standard Terms and Conditions) Paragraph 8.1 (Amendments).

CONTRACTOR

6.2 Project Manager

6.2.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager Monday through Friday from 7:00 A.M. to 6:00 P.M. Pacific Time (PT). Contractor shall provide telephone numbers for the Project Managers.

6.2.2 Project Manager shall act as a central point of contact with the County. If Project Manager is not available, an Alternate Project Manager must be assigned and notice provided to County at least twenty-four (24) hours prior to Project Manager's absence.

6.2.3 Project Manager must have a minimum of two (2) years of experience within the last five (5) years managing the day to day operations for the services proposed. Alternate Project Manager must have a minimum of two (2) years of experience within the last five (5) years managing the day to day operations for the Services proposed.

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

6.3 Personnel

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

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

6.4 Uniforms/Identification Badges

6.4.1 Contractor employees assigned to County facilities shall wear professional business attire or appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Defined uniform pants are optional. All uniforms, as required and approved by the Project Director or designee, will be provided by and at Contractor's expense.

6.4.2 Contractor shall ensure its employees are appropriately identified as set forth in sub-paragraph 7.4 (Contractor's Staff Identification) of the Contract.

6.5 Materials and Equipment

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

6.6 Training

6.6.1 Contractor shall provide training for all new employees and continuing in-service training for all employees on the use of the system.

6.6.2 All County employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety.

6.7 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed Monday through Friday from 8:00 A.M. to 5:00 P.M. PT by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

7.0 WORK SCHEDULES

7.1 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval three (3) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

8.1 The County Project Manager or designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

8.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

8.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours of notification to the County's Project Director for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

8.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

8.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.0 PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of the Tasks specified in this SOW. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Managers to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and Services within the specified time determined. Contractor shall meet all requirements and standards herein specified before any written approval shall be given by the County.

10.0 SPECIFIC WORK REQUIREMENTS

The following Tasks, associated subtasks, and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1: PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: INITIAL PROJECT PLAN

(a) Contractor shall prepare an Initial Project Plan ("Initial Plan") within ten (10) business days of contract award, which shall be a comprehensive and detailed Initial Plan for the System implementation that includes the following areas:

- Planning to include the project completion timeline of six (6) months to complete the first three (3) service types and eighteen (18) months to complete the remainder.
- Staffing and team management with roles and responsibilities.
- Compliance with all County data security guidelines, as required.
- Incorporating County's business processes, security, and technical requirements.

(b) Initial Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Managers or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor's Project Managers and alternate management staff Monday through Friday (except legal holidays) from 8:00 A.M. to 5:00 P.M. PT. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.

2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services and b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.

3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software and/or Services. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. All of the Tasks, subtasks, and Deliverables shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.

5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6 Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.1 Deliverable: ***Initial Plan, which includes a schedule of individualized Tasks, Subtasks, and Deliverables and other resource planning activities, as described in Subtask 1.2.***

SUBTASK 1.2: FINAL PROJECT PLAN

Contractor shall submit the Final Project Plan ("Final Plan") within ten (10) days of the kick-off meeting, including attachments defined in this SOW.

(a) County will review Final Plan and submit changes to Contractor within five (5) business days of receipt.

(b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.

(c) County shall have final approval of Final Plan. County will monitor and/or oversee Contractor's progress based on the approved Final Plan.

(d) Contractor recommended updates to Final Plan based on the weekly Project Status Reports delivered under Subtask 1.3 will be reviewed and approved by County and, once approved, will be included in Final Plan originally approved under this Subtask 1.2.

Subtask 1.2 Deliverable: ***Final Plan for the implementation of the System.***

SUBTASK 1.3: PROJECT MANAGEMENT IMPLEMENTATION

1.3.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Managers. The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.

1.3.2 Contractor shall deliver a System that meets all requirements set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request meetings as necessary with Contractors Project Managers. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

1.3.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.3 Deliverables: ***Weekly Status Reports that cover project progress against Final Plan, quality assurance, outstanding issues, and any Contractor proposed updates to Final Plan.***

SUBTASK 1.4: MAINTENANCE AND SUPPORT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure

of the System, including the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Contract. In addition, Contractor shall be responsible to monitor the Quality Assurance Plan. RR/CC may assist Contractor's Quality Assurance (QA) team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Managers within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Managers may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.4 Deliverables:

1.4.1 Monthly Status Reports for ongoing maintenance and support to report any operational, quality assurance and maintenance and support issues.

1.4.2 Weekly status reports on any issues addressed and resolution provided.

SUBTASK 1.5: QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Managers for review and approval. The Control Plan shall include, but not be limited to, the following:

1.5.1 An inspection process covering all Services listed in Appendix A, Exhibit 11 (Performance Requirements Summary Chart). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.

1.5.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.

1.5.3 A method of ensuring uninterrupted service to RR/CC's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.5 Deliverable: ***Quality Control Plan established to ensure quality and continuity of Service.***

TASK 2: SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with RR/CC's staff to review and validate documented requirements as specified in Appendix A, Exhibit 1 (Functional Requirements). Contractor shall develop a set of detailed project tasks in two steps. The first step documents (at a high level), the customizations or configurations necessary for the System to support RR/CC's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Appendix A, Exhibit 1) and subsequent implementation Tasks.

(a) Review business processes: Contractor shall conduct meetings with County's Project Managers and subject matter experts to assess business needs, business processes and recommend changes, as needed.

(b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the RR/CC's documented functional requirements (Appendix A, Exhibit 1) using representative RR/CC data. Contractor shall map the RR/CC's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverables:

2.1.1 Documentation outlining functional analysis on the customizations or configurations for the System, including RR/CC's business requirements.

2.1.2 A complete working prototype of the System that meets all the requirements set forth in the functional requirements.

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess technical platform for implementing the proposed System. This assessment shall be based on the RR/CC's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable: ***Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:***

- ***Logical diagrams to depict the deployment of the technical architecture.***
- ***Data format (XML or JSON).***
- ***Logical process and data flowcharts.***

- ***Wireframe diagrams of application screens.***
- ***Online architecture (Web and application servers).***
- ***Operations architecture to support:***
  - ***Printing (Ad hoc and Production reports).***
  - ***Security.***
  - ***High Availability.***
  - ***Data Archiving.***
  - ***Backup/Restore.***
  - ***Application Development.***
  - ***Application Training.***
  - ***Application Testing.***

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

a) System Interface Strategy: Contractor shall perform analysis and identify the required system interfaces to be exposed to meet the RR/CC's existing system requirements for implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Name and functional description
- System source and/or destination
- Frequency
- Direction, whether one or two way
- Whether online or manually
- Proposed tool(s) to be used for development and implementation
- Impacts, if any, on conversion, configuration, security and technical architecture
- Description of the impacted objects
- File transfer approach and requirements
- Data management and header / control record requirements
- Security requirements (e.g. file authentication and verification methodology)
- Error handling and restart / recover approach
- Other system components required (e.g. error and exception reports)
- Proposed tool to be used for development and implementation
- Testing
- Transmission details generated from testing.

- System results (Acceptance/Rejection)
- Response times

b) System Interface Strategy for County's Processing Vendor:

Contractor shall assist in analyzing the County's Processing Vendor's Interface requirements (Refer to Appendix A, Exhibit 10) to perform the credit card payment processing. Report will demonstrate, where applicable, how the interface will meet the requirements of this contract, including the Specifications.

Subtask 2.3 Deliverables:

2.3.1 Analyze necessary endpoints for JEDI system to interface with SaaS system.

2.3.2 Analyze necessary endpoints for County's Processing Vendor to interface with SaaS system.

TASK 3: DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INTERFACE DEVELOPMENT AND INSTALLATION

a) Contractor shall provide API to interface with RR/CC's existing enterprise applications. Contractor shall assist in API implementation and configuration and shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

b) Contractor shall provide API to interface with County's Processing Vendor's existing enterprise applications. Contractor shall assist in API implementation and configuration and shall follow the requirements. Interface installation and configuration shall follow the requirements set forth in Appendix O and all Tasks 2.1, 2.2, 2.3, 3.1 and 3.2.

Subtask 3.1 Deliverables:

3.1.1 Provide API to interface with RR/CC's systems.

3.1.2 Provide API to interface with County's Processing Vendor.

SUBTASK 3.2: DOCUMENTATION

Contractor shall provide operator/user guides and other Documentation for the development, installation and configuration of website, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall email a copy (PDF format) of the operator user guide to County's Project Managers, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator/user guide and System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.2 Deliverables:

3.2.1 Complete operator's user guides and other Documentation for all subtasks under Task 3.0.

3.2.2 Update operator's user guides and other Documentation.

TASK 4: SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable County data security standards and guidelines that may be published from time to time and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://countypolicy.co.la.ca.us/ and (ii) standards periodically published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Subtask 4.1 Deliverables:

4.1 Completed system as specified by this SOW that complies with applicable data security standards.

SUBTASK 4.2: DATA TRANSFERS AND ONLINE TRANSACTIONS

Data transfers and online transactions shall be implemented using a secure web service platform. In order to protect client data and prevent unauthorized disclosure, Contractor must implement security measures that prevent unauthorized access, parameter manipulation, network eavesdropping, disclosure of configuration data, and message replay. Such measures must include but not limited to the following:

Contractor shall use and maintain cryptographic algorithms and hash functions that conform with Federal Information Processing Standards (FIPS) 197 using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by

public-key encryption utilizing a secure transport protocol that conforms to standards specified in National Institute of Standards and Technology (NIST) Special Publication 800-52 Revision. Should another encryption standard be required or proposed, the County's Project Managers and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

Contractor shall use and require use of Transport Layer Security (TLS) 1.1 or higher, and AES 128-bit encryption or higher for all portions of the System hosted by Contractor. Contractor is responsible for maintaining a current SSL certificate for all portions of the System hosted by Contractor.

The applicable portions of the System shall validate end-user browser to ensure support of SSL of at least 256-bit Triple-DES encryption, if not, the applicable portions of the System shall show County directed error message to End-User.

Subtask 4.2 Deliverables: ***4.2.1 Meet requirement of utilizing at least TLS 1.1 and AES 128-bit encryption.***

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall, at its own expense, shall have an independent third party conduct annual System security risk and vulnerability assessments and provide written reports of assessments to the County. This assessment is comprised of potential vulnerabilities and risks associated with, but not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5 of this Component. Contractor will conduct annual security assessments and prepare written reports of such assessments that include the components and devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state and plans to address those gaps.

Subtask 4.3 Deliverables:

4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.

4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The

report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.

SUBTASK 4.4: RECORDS RETENTION, STORAGE, PROTECTION, AND TRANSFER OF DATA

Contractor shall be responsible for retention and unlimited storage of all data created in the System for the duration of the Contract. Data can only be deleted or archived by the Contractor's electronic System, if and when given expressed prior written authorization by the RR/CC. The County retains full rights to control the transfer, deletion, or archiving of all records and Data obtained through the course of this Contract.

When the contract expires, and at any time during the life of the Contract, the RR/CC has the right to receive the electronic data in the form of a mutually agreed upon export file which contains all data elements in all forms filed as well as all notices sent, and all transactions of any type created during the life of the contract. Any and all transfers of data must fully encrypt the export file(s) to protect sensitive information, or redacted data, from possible exposure.

The RR/CC reserves the right to request the Contractor to make available, at any time during the course of the contract, the records and data stored on Contractor's premises, which may be within twenty-four to forty-eight (24-to-48) hours for special reporting or requests, or on a continuous basis such as weekly, monthly, and annually.

If personal information and/or confidential information are placed/stored on any portable computing or storage device, all such information shall be encrypted, unless not feasible and compensating controls that have been approved by the RR/CC are implemented.

In the event a portable computing or storage device is lost or stolen and the stored data is not encrypted, the RR/CC shall be notified within one (1) hour of detection of the data breach/theft and shall be able to provide notification to the affected persons/entities.

When it is determined that personal information and/or confidential information needs to be placed/stored on a portable computing or storage device, every effort shall be taken to minimize the amount of information stored on the device. Additionally, if feasible, such information shall be abbreviated or redacted to limit exposure (e.g., last four (4) digits of a Social Security number).

Subtask 4.4 Deliverables:

4.4.1 Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.

4.4.2 List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.

SUBTASK 4.5: NOTIFICATION – REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could compromise the confidentiality, integrity, or availability of any data or other information relating to customers.

Contractor shall perform any and all individual notifications required by federal or state law as it pertains to a breach or unauthorized disclosure of any personally identifiable information maintained by the contractor/SaaS provider on behalf of the County.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may affect County within two (2) hours.

Subtask 4.5 Deliverables:

4.5.1 Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.

4.5.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.

4.5.3 Perform any and all individual notifications required by federal or state law as it pertains to a breach or unauthorized disclosure of any personally identifiable information maintained by the contractor/SaaS provider on behalf of the County.

TASK 5: REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, number of appointments set, number of successfully completed appointments, number of no-shows, average time for each appointment, average customer satisfaction rating. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County. Reports shall be available in both PDF and Excel formats.

Task 5 Deliverables:	***5.1***	***Provide System capability to generate various statistical reports.***
	5.2	***Provide Ad hoc reports to County within five (5) business days of request.***

TASK 6: OPERATIONAL READINESS ASSESSMENT (TECHNICAL)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist RR/CC in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PCs, Printers, etc.)
- Interfaces to required existing RR/CC systems
- Reports tested

Contractor shall assist RR/CC staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:	***Complete a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC staff in completing the operational checklist.***

TASK 7: OPERATIONAL READINESS ASSESSMENT (END USER)

Contractor shall develop a checklist for verifying the readiness of the RR/CC's End User community for Contractor to commence Work on Subtask 8.3 (System

Acceptance Certificate). Among other items, this checklist will assist RR/CC in confirming the availability of:

- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.
- Twenty-four/Seven (24/7) Help desk established to assist customers making appointments via the Internet.

Task 7 Deliverable: ***Provide a completed checklist validating the readiness of the System's End User community. If it is deemed End User is not ready, submit recommendations and a revised timeline or readiness.***

TASK 8: ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

RR/CC will create test scripts, in conjunction with Contractor, to test each functional requirement listed in Appendix A, Exhibit 1 and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and RR/CC will determine if the function is being executed correctly. Contractor shall assist RR/CC staff in the development and execution of test scripts, and provide information to facilitate completion of System Acceptance Testing.

County will develop an Acceptance Test Plan with the assistance of Contractor.

The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of System.

Subtask 8.1 Deliverable: ***Assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.***

SUBTASK 8.2: ACCEPTANCE TESTING

County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverable: ***Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.***

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive Calendar Days without Deficiencies.
Pursuant to Paragraph 9.1 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Component, County will issue a written Certificate of Acceptance within 30 days of County's Project Director's determination.

Subtask 8.3 Deliverable: ***Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Acceptance.***

TASK 9: MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software within forty-eight (48) hours of discovery or notification by RR/CC.

9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.3 (Maintenance and Support Services; Operations Services) of the Contract.

9.1.3 Contractor's System must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of scheduled maintenance.

9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time not to exceed one (1) second response time for website and RR/CC site.

9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled

based on RR/CC business needs. County will not unreasonably withhold approval.

9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M. PT, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, RR/CC will schedule time for such services.

9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

9.1.8 Contractor shall provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.

9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).

9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.3 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.

9.1.11 Contractor shall back up County Data (including digital documents and order information) on a daily basis on a mutually agreed upon media as required by applicable law, Data Security Guidelines, and other associated Rules and regulations at intervals to maintain System recoverability.

9.1.12 Contractor shall store at least twelve (12) months of live (not test) County Data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.13 Contractor shall return archived data encrypted in 256-bit AES at termination or expiration of Contract. Any changes to the encryption

standard used must be agreed upon by both Contractor and the County's Project Managers.

9.1.14 Contractor shall make live and archived data available to County within ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.

9.1.15 Contractor shall maintain a toll-free access telephone number to live technical support staff or via e-mail for assistance with any system issues, Monday through Saturday, 8:00 A.M. to 6:00 P.M. PT.

9.1.16 Contractor shall maintain a staff of programmers, developers, analysts, web specialists, and telecommunications experts to assist County as needed.

9.1.17 Contractor shall maintain support services and support management for any software required to connect to remote Workstations located at RR/CC.

9.1.18 Contractor shall provide notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:

- Critical or serious production problem shall not exceed thirty (30) minutes.

- Others shall not exceed twelve (12) hours.

In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.

9.1.19 Contractor's reply time to support request emails shall not exceed one (1) hour, Monday through Saturday from 8:00 A.M. to 6:00 P.M. PT. Reply e-mails shall not be automatically generated responses but should provide custom response to question or situation.

9.1.20 Contractor shall provide onsite support when necessary at RR/CC headquarters and district offices during normal business hours, Monday through Friday from 8:00 A.M. to 5:00 P.M. except on County-recognized holidays.

Subtask 9.1 Deliverable: ***Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.***

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall Contractor shall provide customer operational and technical support via phone or email from 8:00 A.M. Pacific to 6:00 P.M. Pacific Monday through Saturday.

Contractor shall ensure that customer's average hold time for operational and technical support calls shall not exceed three (3) minutes. Contractor shall incorporate a mechanism to track customer complaints and take corrective action. Contractor will report the number of complaints and corrective action to County's Project Director through the Project Status Report on a monthly basis as specified in Subtask 1.4.

Subtask 9.2 Deliverables:

9.2.1 Contractor shall provide customer operational and technical support via phone or email from 8:00am Pacific to 6:00pm Pacific Monday through Saturday.

9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.

9.3.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.

SUBTASK 9.3: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide quotes for Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, along with a quote, in accordance with the following procedure:

1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request via the Custom Programming Modification Request Form (Appendix A, Exhibit 9) to the other Party.

2) Contractor shall develop a System Design Report which includes:

   a. Justification for the custom programming
   b. Expected implementation duration
   c. Design specification
   d. System impact: database, user Interface, training etc.
   e. Cost

3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.

4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.3 Deliverables:

9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.

9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.

9.3.3 Complete approved Custom Programming Modifications.

9.3.4 Develop test plans and conduct Acceptance Tests.

TASK 10: TRAINING

SUBTASK 10.1: END USER TRAINING MATERIALS

Contractor shall develop a Training Needs Assessment to identify the RR/CC's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual, and allow RR/CC to reproduce training materials as necessary.

Subtask 10.1 Deliverable: ***Training Needs Assessment, training plan, and materials for End Users training.***

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes as needed at no cost to the County, to include topics as follows:

- System operations
- System Software

- Other equipment
- Any third party services

Subtask 10.2 Deliverable: ***Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.***

TASK 11: OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall work with RR/CC's staff to monitor the System processing in the RR/CC's production environment commencing when Work starts on Subtask 8.3.

Subtask 11.1 Deliverable: ***Provide Operations Services outlined in Subtask 11.1.***

11.0 GREEN INITIATIVES

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

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

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart (Appendix A, Exhibit 11), which lists required services that will be monitored by the County during the term of this Contract, is an important monitoring tool for the County. The chart should:

- Reference section of the contract.
- List required services.
- Indicate method of monitoring.
- Indicate the deductions/fees to be assessed for each service that is not satisfactory.

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

APPENDIX A

STATEMENT OF WORK EXHIBITS

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FUNCTIONAL REQUIREMENTS

The System functional requirements are as follows.

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
1.1.1	The system provides the customers the option for their preferred notification method (email, and Short Message Service (SMS)/text messaging) as well as to opt out.		
1.1.2	Customers can see service appointment wait times for each Registrar-Recorder/County Clerk (RR/CC) location. For example, the Norwalk location provides seven (7) services; the public can see the wait time for each service.		
1.1.3	The system provides the customers the ability to see their appointments.		
1.1.4	Customers can set a language preference (English and Spanish).		
1.1.5	Customers can select a service appointment category.		
1.1.6	Customers can select a “More Information” hyperlink/button—for a particular service and location. Information to be displayed can include pictures and text.		
1.1.7	Customers can view tool tips/help on appointment fields including custom fields.		
1.1.8	Customers can select a service and location to see appointment availability. The system will only allow appointment dates based on how far in		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
	the future that an appointment can be made.		
1.1.9	Customers can select an appointment date and time based on appointment availability.		
1.1.10	Customers can enter additional custom service information and view any fees associated with the appointment.		
1.1.11	The system uses a confirmation number to confirm an appointment.		
1.1.12	The system provides the ability for the customer to view appointment details before confirming the details.		
1.1.13	The system provides for customers to acknowledge the services' rules/conditions that must be read and acknowledged before completing the appointment process.		
1.1.14	The system provides customers with a unique reservation appointment confirmation number, appointment category, appointment date and time, office name, customer name, service and appointment rules, mapping/driving directions link, and automatically emails the above-mentioned confirmation information to the customer.		
1.1.15	During the appointment process, appointments must be released if the customer does not complete the appointment process within a configurable set number of minutes.		
1.1.16	Customers can cancel or reschedule their appointments based on each services business rules.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.1	CUSTOMER ONLINE APPOINTMENT PROCESSING		
1.1.17	Customers have the ability to import the appointment into their calendar – Google, iCal, and/or Outlook.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.2	CUSTOMER CHECK-IN		
1.2.1	The system provides for self-service check-in onsite at the location (using a tablet/kiosk) via input of a unique appointment code, through scanning a two-dimensional (2-D)/Quick Response (QR) bar code or manual entry.		
1.2.2	The check-in application includes a touch screen operated user interface for communicating with arriving customers.		
1.2.3	The application allows the customer to select a language (refer back to 1.1.4.). All on-screen communication which follows will be in the selected language by the customer.		
1.2.4	Upon successful check-in, the customer is added to the appointment queue.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.3	STAFF APPOINTMENT PROCESSING		
1.3.1	The system provides the ability for staff to make customer “inquiries” including, but not limited to the following: customer last and first name, customer telephone number, customer e-mail address, confirmation number.		
1.3.2	The staff application includes a web-based user interface to access staff functions.		
1.3.3	Staff can see and select an appointment date and time.		
1.3.4	Staff can search and select for an existing patron or create a patron.		
1.3.5	Staff can enter additional custom service appointment information.		
1.3.6	Staff can enter and view appointment comments only viewable by staff.		
1.3.7	Staff can create, cancel, and reschedule an appointment.		
1.3.8	The system provides staff the ability to display appointment information showing customer name, appointment time, service type, phone number, comments, etc.		
1.3.9	The system provides staff the ability to view appointments in a variety of calendar views including daily, weekly, and monthly.		
1.3.10	The system logs and provides the ability to report user transactions.		
1.3.11	The system provides the ability to designate an appointment as a “no-show”.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.4	APPOINTMENT SYSTEM ADMINISTRATION		
1.4.1	The system provides the ability to configure location name, address, open and close days, and holidays and hours for appointments at each location.		
1.4.2	The system provides high-privilege access for staff to configure earliest booking date, latest booking date, etc. For example, the marriage ceremony service does not allow same day booking and can be booked up to three (3) months in advance.		
1.4.3	The system provides the ability to support at least seven (7) locations with potential for more and capability of multiple appointment/service types.		
1.4.4	The system provides for service categories and service sub-categories of service. Examples of services are business filings and recordings. Examples of service sub-categories include Process Server, Legal Document Assistant, etc.		
1.4.5	The system is able to support class appointments at a minimum of (7) RRCC locations.		
1.4.6	The system provides staff the ability to configure appointment duration and interval between appointments.		
1.4.7	The system provides the ability to set an appointment/service type to active or inactive.		

REF.	REQUIREMENT	MEET	COMMENTS
1.0	**APPOINTMENT**		
1.4	APPOINTMENT SYSTEM ADMINISTRATION		
1.4.8	The system provides staff the ability to create and configure new appointment/service types.		
1.4.9	The system provides a calendaring system for appointments.		
1.4.10	The system provides the ability for each service appointment to have customized questions. Questions can be in the form of text boxes, list boxes, etc.		
1.4.11	The system provides for each customized question to be governed by business rules. For example, only display the question "Do you need a Los Angeles County witness?", if the customer selected "Public Wedding" question is shown.		
1.4.12	The system provides the ability for staff to specify if the appointment/service type allows double booking.		
1.4.13	The system allows staff to configure the number of appointments that can be scheduled for the same time slot. For example, RR/CC has a Deputy Commission for a Day service that can take 20 appointments for Thursday 11:00 A.M.; Wedding chapel reservations only allow one (1) booking per time slot.		
1.4.14	The system assigns a unique confirmation number on appointment creation.		

1.4.15	The system provides the ability to print and to send to the customer an appointment confirmation text message and/or email message that includes a 2-D bar code.		
1.4.16	The system provides table driven maintenance of 'cancellation reasons'.		
1.4.17	The system provides the ability for an administrator to designate fields to be displayed to staff when selecting an appointment. Fields information to be displayed includes, but is not limited to: language, appointment date creation, appointment creator, date, time, contact name, contact phone number, custom fields, etc.		
1.4.18	The system provides the ability for an administrator to edit “More Information” for each service and location.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.1	CUSTOMER QUEUEING PROCESSING		
2.1.1	The system supports the ability for an appointment to be checked in and placed into a service queue.		
2.1.2	The system provides the ability to direct a specific customer to a specific technician/window by customer service number and by service category.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.2	STAFF QUEUE PROCESSING		
2.2.1	The system provides the ability for staff to see customers in a dashboard or queue, indicating customers who have exceeded their designated wait time.		
2.2.2	The queue application includes a web-based user interface to access various queue functions.		
2.2.3	The queue interface enables staff to change their work status (such as idle, on break, performing back office duties, etc.) when not serving customers.		
2.2.4	The system provides the ability for staff to notify the next customer for service.		
2.2.5	The system provides the ability for staff to recall customers from “no show” list to present.		

REF.	REQUIREMENT	MEET	COMMENTS
2.0	**QUEUE**		
2.3	GENERAL AND ADMINISTRATION		
2.3.1	The system calculates queue statistics such as longest waiting, number of customers in queue, estimated wait time, total and average transaction time, number of customers served for the current day, etc.		
2.3.2	The system provides the ability for staff to create/modify the queue.		
2.3.3	The system allows staff to update and delete queue information including deletion of pending service numbers to clear the queue (such as in event of system downtime) as well as deletion of an appointment.		
2.3.4	The system provides a visual alert on the dash board when customer wait time exceeds a set threshold for a service category. Managers and authorized staff must be able to adjust threshold times.		
2.3.5	The system provides the ability to identify employees currently on and off the system in order to allow management to react more effectively to peak service periods and help reduce idle window time.		
2.3.6	The system provides the ability for staff to take their station out of availability.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.1	NOTIFICATIONS AND ALERTS		
3.1.1	The system provides the ability for email, Short Message Service (SMS), and notifications and alerts.		
3.1.2	The system provides alerts and notifications to patrons for appointment rescheduling, cancellations, location closure, appointment reminders, wait time and queue position, missed appointments, etc.		
3.1.3	The system provides the ability to provide alerts to staff for new appointments, rescheduling, wait times, etc.		
3.1.4	The system provides the ability for staff to configure/modify notifications parameters for cancellations, reschedules, reminders etc. for each service. (Notification parameters include, but are not limited to frequency of notifications for reminders, reminder content, etc.).		
3.1.5	The system provides a way for an emergency email and SMS notification of a location closure to all customers that have future appointments for that day.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.2	DASHBOARD		
3.2.1	The system provides a standardized dashboard.		
3.2.2	The system provides a real-time dashboard with ability to display appointment and queue statistic indicators including but not limited to number of daily appointments, longest waiting appointment, total customers served, average transaction time, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.3	DRAWINGS		
3.3.1	The vendor shall mark-up a clean set of architectural plans and drawings or floor plan for each location to show the optimal location of any hardware such as display monitors, kiosks, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.4	DIGITAL SIGNAGE		
3.4.1	The system provides the ability to display emergency messages.		
3.4.2	The system provides the ability to create multiple display sections on the digital display monitor. These settings must be capable of being saved as display profiles.		
3.4.3	The system allows an administrator to remotely schedule or manually change display profiles at all County locations.		
3.4.4	The system accepts display content from multiple different sources and direct it to a specific display section on the digital display monitor.		
3.4.5	The system displays and flashes the newest service number/name being called for three (3) seconds before the display returns to the group of current customer service numbers being called. This flash must be in sync with the audio message calling the newest number/name.		
3.4.6	The display system provides the ability to display queue information on digital signage (display monitors) for public display, visible from anywhere in the general lobby area: 1. Current customer service number being called. 2. Current office wait-time queue information. 3. Appointment information. 4. Other broadcast-able information capable of being configured to meet		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.4	DIGITAL SIGNAGE		
	the needs of each individual location.		
3.4.7	The system allows audio chime messages (such as calling customer to a specific counter) to be played through designated smart televisions.		

REF.	REQUIREMENT	MEET	COMMENTS
3.0	**GENERAL**		
3.5	COMMUNICATION		
3.5.1	The system includes an email and/or SMS/text service to send information to customers. Information sent includes appointment confirmations, reminders, alerts, etc.		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.1	CONFIRMATION PAGES GIVEN TO CUSTOMER		
4.1.1	The system provides the customer the option for their preferred notification method (email and/or SMS/text messaging) and to opt out.		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.2	ON-SITE (OPERATIONAL) REPORT		
4.2.1	The system allows a summary report of appointment made/created/confirmed by location and date range. The report allows a user to select service type and/or location and group information by day, week, or month.		
4.2.2	The system allows a detailed report of appointment type by location and date range.		
4.2.3	The system allows a summary report of survey responses by appointment type by location and date range.		
4.2.4	The system allows a detailed report of survey responses by appointment type, location, and date range.		
4.2.5	The system allows a Summary Appointment Comparison Report. The system allows a user to run a summary report and compare appointments over different locations (such as the ability to see marriage certificates appointments of Norwalk vs. Beverly Hills vs. Lancaster).		

REF.	REQUIREMENT	MEET	COMMENTS
4.0	**REPORTING REQUIREMENT**		
4.3	GENERAL		
4.3.1	The system allows a user to create custom/ad-hoc reports by using user-defined selection criteria (from any available data fields in the system).		
4.3.2	The system allows a reports to be previewed, printed, and saved to County's standard Excel and PDF file formats.		
4.3.3	The system allows staff to email any report.		
4.3.4	The system allows staff to run any report with a scheduler.		
4.3.5	The system allows a user to save report parameter settings to ease running the same report.		

TECHNICAL REQUIREMENTS

The System technical requirements are as follows.

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.1	The system allows for branding configurations to match County website specific branding.		
5.2	The public facing website will only display branding from RR/CC.		
5.3	Customer can access the proposed system via a web interface.		
5.4	The customer website is responsive and adjusts itself to the screen size of the customer (such as smartphone, tablet, and desktop) and not browser dependent; works on Microsoft Edge, Internet Explorer v.11, Firefox, Chrome, etc.).		
5.5	The customer website is optimized for mobile devices.		
5.6	Vendor to provide most current technology at the time of production deployment (such as ASP.NET MVC, JQuery, HTML5 etc.).		
5.7	The system does not use Flash or any other required plug-in technologies not native to HTML5.		
5.8	Vendor provides separate environments such as 'Sandbox' for training/testing and 'Production'. The training/testing environment must mirror production.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.9	Vendor shall notify County of any scheduled and un-scheduled maintenance, patch, security, and system updates, even if maintenance and updates will not impact County operations.		
5.10	Vendor should provide scalable, secure enterprise level service and infrastructure.		
5.11	The system must support a scalable server architecture including the separation of data, application, and load balancing.		
5.12	System must have a monthly uptime of at least 99.5% including scheduled and unscheduled maintenance.		
5.13	Vendor should provide (24/7 monitoring of service such as system performance, hardware utilization, system security alerts, etc.		
5.14	The SaaS application and associated environment should be adequately protected from compromise via the following security controls: a. Updated malware protection on all endpoints. b. Vulnerability scanning and implementation of all applicable application and operating system security patches on all endpoints on a minimum of a monthly basis. c. Hardened operating system configurations on all endpoints.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
	d. Least privileged access on all applications and endpoints e. Secure coding practices employed in the SaaS application to address the Open Web Application Security Project (OWASP) top 10 security vulnerabilities f. Enablement of security event logging on all endpoints and network security devices, including the logging of all such events to a central logging source (e.g., SIEM) for daily monitoring and response; this includes the requirements for a formalized incident response plan to address identified security incidents. g. Implementation of web application firewall (WAF) to proactively protect the SaaS application from application layer attacks such as SQL injection, cross-site scripting, remote file includes, etc. h. Implementation of network firewalls to segment and monitor systems based on applicable security zones (e.g., demilitarized zone for web accessible systems, internal security zones for application, database, and end-user systems, etc.).		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
	i. Implementation of network and host intrusion protection systems to identify, block, and report on malicious endpoint and network security events.		
5.15	Vendor utilizes Secure File Transfer Program (SFTP) for transmission of County data and sensitive/confidential information where applicable.		
5.16	The system provides connectivity to core data through a secure web Application Programming Interface (API) that uses API call authentication and encryption or industry standard technology.		
5.17	Vendor provides complete set of API and documents which facilitates data transfer, customization and integration with other systems.		
5.18	Websites must meet WCAG 2.0 Requirements of Web Accessibility Compliance.		
5.19	The system holds historical appointment data, including when the appointment was made, appointment date and time, customer name, custom field information, location, appointment type for a minimum of four (4) years after end of contract.		
5.20	Physical access controls must be in place in the SaaS environment to protect the confidentiality, integrity, and availability of County systems and data. Such physical security controls should be consistent with NIST Special Publication 800-14.		

REF.	REQUIREMENT	MEET	COMMENTS
5.0	**GENERAL REQUIREMENT**		
5.21	Provide Multi-factor authentication (MFA) for County user logins per the County's application security standards. If the SaaS application cannot support MFA for County users, an alternative is to only allow logins from the County IP address ranges for County user accounts.		

REF.	REQUIREMENT	MEET	COMMENTS
6.0	**INTERFACE**		
6.1	The system utilizes secure standard web API technology to enable integration. The API must support authentication and encryption and enable access to “live” data on demand for the tracking system and e-commerce vendor.		
6.2	The system integrates into proposed 45-60 inch smart TVs via VGA/HDMI or RGB and RCA cables. Televisions will have an Internet Protocol (IP) network connection.		

REF.	REQUIREMENT	MEET	COMMENTS
7.0	**SYSTEM SUPPORT REQUIREMENT**		
7.1	Contractor has successfully deployed instances of the appointment/call flow system for at least three (3) medium to large government clients with over 200,000 constituents within the last five (5) years.		
7.2	Contractor has successfully deployed an appointment and call flow management system as a SaaS model.		
7.3	Contactor provides evidence of market presence as shown by a minimum of 10 customer installations. Provide three references with emphasis on local, state or federal government clients, and those located in the State of California.		
7.4	Contractor will provide a dedicated Account Manager to provide direct support to the RR/CC.		
7.5	Contractor provides live support nine (9) hours a day, seven (7) days a week.		
7.6	Contractor provides 24 hour a day incident reporting and tracking is available through the company website.		
7.7	The system provides connections for at least 60 simultaneous Los Angeles county staff users during the hours of 6:00 A.M.- 6:00 P.M. Pacific Time (PT).		
7.8	The system is able to handle peak user loads without system degradation.		
7.9	The system is able to handle a minimum of 500 concurrent connections a day during peak times.		

REF.	REQUIREMENT	MEET	COMMENTS
7.0	**SYSTEM SUPPORT REQUIREMENT**		
7.10	The system is able to handle class registration for up to 150 locations.		
7.11	The system is able to handle up to 200,000 annual appointments.		

REF.	REQUIREMENT	MEET	COMMENTS
8.0	**SECURITY REQUIREMENTS**		
8.1	The system allows customers and staff to change their own password at any time.		
8.2	Passwords are stored using salting and hashing functions. Users must be able to securely reset passwords via the SaaS system (not via email) and be notified of password changes via email or SMS text messages.		
8.3	Passwords cannot be read by anyone - not even by the system administrator. If a user forgets their password, a new password will be assigned.		
8.4	Password may be displayed while being typed with a “peek” function. Passwords should be a minimum of eight (8) characters and require at least 1 digit. Password should require an expiration interval.		
8.5	Ability for staff to be uniquely identified by username.		
8.6	Access to County information is on a need-to-know, job function basis.		
8.7	Procedures exists for managing the access associated with employees that are terminated or transferred.		
8.8	The system provides different level of access for system administrators to perform account maintenance and security roles. Regular user levels will be restricted to these administrative functions.		
8.9	Security policies apply to contract employees (offsite and onsite), third parties, and dependent service providers.		

REF.	REQUIREMENT	MEET	COMMENTS
8.0	**SECURITY REQUIREMENTS**		
8.10	Contractor shall use and require use of Transport Layer Security (TLS) 1.1 or higher, and AES 128-bit encryption or higher for all portions of the System hosted by Contractor.		
8.11	Passwords should expire after 90 days and the system should prompt the user to update their password.		

REF.	REQUIREMENT	MEET	COMMENTS
9.0	**HARDWARE REQUIREMENTS**		
9.1	All vendor provided equipment includes surge protection devices to protect from electrical power fluctuations.		
9.2	All vendor systems use Internet Protocol Suite (TCP/IP) transmission protocols.		
9.3	The system will be architected to avoid ticket printers and paper tickets.		
9.4	The vendor system provides a list of all hardware needed for the Customer Call Flow System. (NOTE: List shall include but not limited to the number of televisions and sizes, kiosks, receipt printers, etc. All vendor provided hardware must be commercially available from more than one supplier.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.1	SaaS PROVIDER GENERAL INFORMATION		
10.1.1	All vendor services (e.g., application hosting, data repository, data backup) will be provided within the contiguous United States. Vendor will provide locations.		
10.1.2	The network infrastructure supports automated failover capabilities.		
10.1.3	Vendor provides architecture diagrams for all layers (network, data, and infrastructure.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.2	HOSTING ENVIRONMENT		
10.2.1	Vendor shall have separate environments for production and development.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.3	AUDIT AND COMPLIANCE		
10.3.1	The vendor shall perform independent Information Technology (IT) security audits at least once every 365 days. RR/CC should be provided the findings from the audit.		
10.3.2	The vendor shall perform penetration and vulnerability audits. Vendor will specify who performs the audits and the dates of the last two audits.		
10.3.3	The system shall provide an audit trail of all appointment changes.		
10.3.4	The vendor shall provide electronic access and copies of audit reports to the Los Angeles County Security personnel on request.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.4	APPLICATION SECURITY		
10.4.1	The vendor performs web application vulnerability testing/scanning (e.g., static, dynamic). The vendor also provides documented procedures for the scanning (e.g., frequency, by whom, remediation, etc.) The web application scanning shall include: a. Static web application security code scans prior to all new code releases. b. Dynamic web application security code scanning on a minimum of a monthly basis. c. All medium and high-risk vulnerabilities identified by the static web app scanning must be remediated prior to going to production. d. All medium and high risks vulnerabilities identified by the dynamic web app scanning must be remediated within 7 days of identification.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.5	DATABASE BACKUP		
10.5.1	The vendor is responsible for system and database backups and restores.		
10.5.2	The vendor performs daily and weekly database and system backups.		
10.5.3	The vendor backups shall not impact production environment performance or availability. Vendor shall provide hot back-ups.		
10.5.4	The vendor will test restoring a backup set at least once every 185 days.		
10.5.5	The vendor has documented methodology for data backup.		

REF.	REQUIREMENT	MEET	COMMENTS
10.0	**SaaS REQUIREMENTS**		
10.6	DISASTER RECOVERY		
10.6.1	Disaster Recovery plans are tested at least once every 365 days.		
10.6.2	The vendor provides the number of outages (network, application, etc.) or failures experienced in the past 24 months.		
10.6.3	The vendor has at least one disaster recovery data location in the United States but not in the State of California.		

JEDI SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Contractor's system can provide API and interface with Registrar-Recorder/County Clerk (RR/CC)'s Joint Enterprise Development Interface (JEDI) system.

The RR/CC System is a JEDI application that handles all order tracking and cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions.

RR/CC will have the right to review and approve the Application Programming Interface (API) and/or format and finalize with the selected Contractor.

REGISTRAR RECORDER/COUNTY CLERK
OFFICE LOCATIONS

NORWALK HEADQUARTERS:

12400 Imperial Highway
Norwalk, CA 90650

DISTRICT OFFICES:

BEVERLY HILLS
9355 Burton Way, Third Floor
Beverly Hills, CA 90210

EAST LOS ANGELES
4716 East Cesar E. Chavez Avenue
Los Angeles, CA 90022

FLORENCE/FIRESTONE
7807 S. Compton Avenue, First Floor
Los Angeles, CA 90001

LANCASTER
44509 16th Street West
Suite 101
Lancaster, CA 93534

LAX COURTHOUSE
11701 S. La Cienega Blvd., Sixth Floor
Los Angeles, CA 90045

VAN NUYS
14340 West Sylvan Street
Van Nuys, CA 91401

COUNTY HOLIDAYS

	2018	2019	2020	2021	2022	2023	2024	2025
New Year's Day	Monday, January 1	Tuesday, January 1	Wednesday, January 1	Friday, January 1	Saturday, January 1	Sunday, January 1	Monday, January 1	Wednesday, January 1
Martin Luther King, Jr. Day	Monday, January 15	Monday, January 21	Monday, January 20	Monday, January 18	Monday, January 17	Monday, January 16	Monday, January 15	Monday, January 20
Presidents' Day	Monday, February 19	Monday, February 18	Monday, February 17	Monday, February 15	Monday, February 21	Monday, February 20	Monday, February 19	Monday, February 17
Cesar Chavez Day	Monday, March 26	Monday, March 25	Monday, March 30	Monday, March 29	Monday, March 28	Monday, March 27	Monday, March 25	Monday, March 24
Memorial Day	Monday, May 28	Monday, May 27	Monday, May 25	Monday, May 24	Monday, May 30	Monday, May 29	Monday, May 27	Monday, May 26
Independence Day	Wednesday, July 4	Thursday, July 4	Saturday, July 4	Sunday, July 4	Monday, July 4	Tuesday, July 4	Thursday, July 4	Friday, July 4
Labor Day	Monday, September 3	Monday, September 2	Monday, September 7	Monday, September 6	Monday, September 5	Monday, September 4	Monday, September 2	Monday, September 1
Columbus Day	Monday, October 8	Monday, October 14	Monday, October 12	Monday, October 11	Monday, October 10	Monday, October 9	Monday, October 14	Monday, October 13
Veterans Day	Sunday, November 11	Monday, November 11	Wednesday, November 11	Thursday, November 11	Friday, November 11	Saturday, November 11	Monday, November 11	Tuesday, November 11
Thanksgiving Day	Thursday, November 22	Thursday, November 28	Thursday, November 26	Thursday, November 25	Thursday, November 24	Thursday, November 23	Thursday, November 28	Thursday, November 27
Day after Thanksgiving	Friday, November 23	Friday, November 29	Friday, November 27	Friday, November 26	Friday, November 25	Friday, November 24	Friday, November 29	Friday, November 28
Christmas Day	Tuesday, December 25	Wednesday, December 25	Friday, December 25	Saturday, December 25	Sunday, December 25	Monday, December 25	Wednesday, December 25	Thursday, December 25

NOTE: County Holidays are defined in County Code 6.12.040. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the previous Friday is a holiday. If any of those dates falls on a Sunday, the following Monday is a holiday. (Ord. 96-0003 § 2, 1996.)

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)	TRANSMITTAL DATE
	CONTRACT NUMBER
	TITLE

FROM:	TO:
_____ Contractor's Project Director (Signature Required) _____	*County Project Director,* _____

Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.

TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)

Comments:

Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.

County Acceptance:

NAME _____ SIGNATURE _____ DATE _____
County's Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's IT Project Manager

NAME _____ SIGNATURE _____ DATE _____
County's Project Director

INVOICE DEFICIENCY REPORT

1. ISSUE:

   Today's Date: _____

   Contractor: _____

   Phone Number: _____

   Name: _____

   Date of Subject Invoice: _____

   Invoice Number of Subject Invoice: _____

   Total Value of Subject Invoice: _____

   Disputed Value of Subject Invoice: _____

   Description of Disputed Charges:

   _____

   _____

   _____

2. REVIEWED/SIGNED:

   Signed: _____ Date: _____

   County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager) _____

   Date received from CPD: _____

   Explanation regarding Disputed Charges:

   _____

   _____

   _____

   Corrective Action Taken:

   _____

   _____

   _____

   Signed: Date:

   _____ _____

   Contractor Project Director

Instructions: County Project Director: Forward Invoice Deficiency Report to the Contractor for investigation and response.
Contractor: Must respond to County Project Director in writing within ten (10) days of receipt of IDR.

CONTRACT DEFICIENCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____ _____

Signature of County Program Manager Date

_____ _____

Signature of County IT Program Manager Date

_____ _____

Signature of County Program Director Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date

_____

Contractor Representative's Signature and Date

_____

LOS ANGELES COUNTY
REGISTRAR-RECORDER/COUNTY CLERK

CUSTOM PROGRAMMING MODIFICATION REQUEST FORM

This document is used to request and document a
custom programming modification and database table updates.

Date _____

Module _____

Requester's Name _____ Phone: _____

Contact Person _____

Modification Type

- ☐ Enhancement
- ☐ Design Clarification
- ☐ Other _____

Modification Description *(Attach other pages if necessary)*

Comments

Modification Approval

Project Manager	Signature	Date
Project Director	Signature	Date

Contractor Approval

Project Director	Signature	Date

LexisNexis® Payment Solutions

LexisNexis VitalChek Network Inc.

LexisNexis Payment Solutions – Web Payment Integration Methods

Option #1: HTTPS FormPost/PostBack

LexisNexis Payment Solutions (LNPS) provides the option of accepting a payment request from an agency's system. The transaction begins when the consumer is on the agency's website. The consumer selects the item they wish to make a payment on and determines the amount in which they owe. The agency offers a "Pay Now" button on their website for the consumer to select. Clicking on the "Pay Now" button transfers the consumer to the LexisNexis Payment Solutions web pages where billing/payment information is then collected. All validation occurs on agencies side as they are the system record. This information is custom designed for each agency and product payment that will be accepted.

Reconciliation Options

- Pay Now Validated Web Payments can be designed to take only payment for the "amount due", "total account balance", "partial payments" or "over payments".
- Real-Time Post Back – (Optional, please reference Post Back Document) - Upon payment confirmation, an online payment notification can be sent to the agency's system if the agency chooses to write an online payment notification web service. This allows the agency to update any of the agency's systems real-time.
- SFTP End of Day File – (Optional, please reference the SFTP Document) - An encrypted file can be created at the end of the daily close job. The file will contain all of the payment records and will be stored on the LexisNexis SFTP Server for 90 days. This will allow the agency the opportunity to import the payment file and automate updating their system.

Technical Requirements

Agency Requirements:

- Agency must have a website in which payments will be initiated from.
- Agency must have an IT Dept or Vendor to update their website.
- Agency/Vendor must have expertise in HTML Form creation. This is an https XML form post with the ability to post to the LexisNexis secure URL.
- Agency creates a pay now link on their website.

LNPS Requirements:

- LexisNexis Payment Solutions will provide a UAT environment for agency testing.
- LexisNexis Payment Solutions will assign a specific URL (for both test and production environments) to your agency. These URLs and data fields can be found in the agency design specs which will be provided to the agency by the LN Project Manager.

Option #2: Embedded Web Payments via iFrame

LexisNexis embedded web payments allows partners of LexisNexis to provide PCI compliant acceptance of credit card payments within their hosted web applications. The embedded web payments technology requires a customer account be configured by LexisNexis prior to going live. A demo environment and demo account is available for development and testing the system prior to your customer account being created.

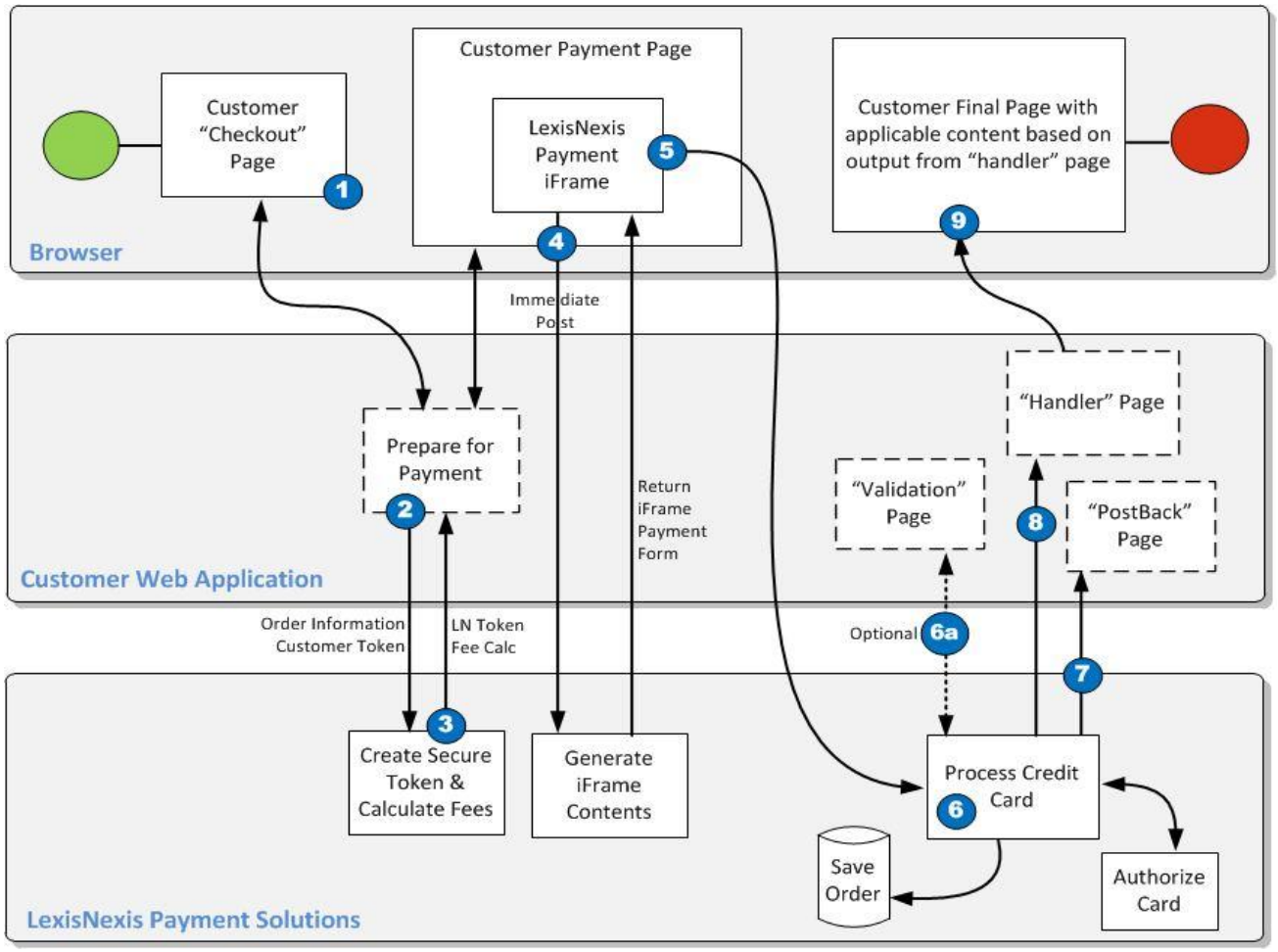
To utilize embedded web payments within your website, the site must be capable of making a HTTPS request from your web server to LexisNexis over the internet. Client browsers must also be capable of serving an embedded HTML iFrame from a LexisNexis URL.

Payment Flow

Refer to the numbered diagram below:

1) The payment flow begins on a web page hosted by the customer's web application (Checkout Page). Typically this page shows the item(s) being purchased and the amount owed, and a "checkout" or "Pay by Credit Card" button.
2) When the initial page is posted back to the web server, before displaying the next page, the customer's web application makes a secure https form post to LexisNexis with an XML string described by the XSD in Appendix A. The XML contains several required order information elements and may contain optional elements such as customer name, address, and email. The request includes a customer "token" to identify the session.
3) LexisNexis receives the form post, parses the XML, and returns a LexisNexis "token" to identify the session. The response also includes the LexisNexis calculated credit card service fee. Improperly formatted posts or posts missing required elements will generate specific error codes as detailed in Appendix A.
4) After receiving the secure token, the customer's web application next displays a payment page. In the payment page is an iFrame which makes an immediate post to the LexisNexis server with both tokens and returns the embedded HTML page to receive the credit card data.
5) The end user enters the credit card data in the LexisNexis credit card frame and posts the payment.
6) The order is saved in the LexisNexis system and the credit card authorization is attempted through the merchant network
    6a) Optional: If a Validation URL is passed with the initial request, LexisNexis will perform a "check with me" function to insure the payment details and session information passed are still valid in the customer web application. Validation failure is redirect to a client "handler" page.
7) LexisNexis response from authorization attempt
    i. In the event where the merchant network declines the payment, the end user will remain on the payment page for multiple attempts (Steps 5 & 6). After multiple failed attempts, the user will be redirected to the client "handler" page with an appropriate status.
    ii. When authorization is successful a post-back will be initiated to communicate the success with agency provided URL. After that iFrame will be redirected to a client "handler" page. The order details and status responses are passed in a URL string to the handler page in order to break out of the iFrame and return control to the customer web application. No cardholder data is passed to the "handler" page.
8) The customer web application is then in charge of what to do with the response information.

Payment Flow Diagram



Reconciliation Options

- Embedded web paymentrs require the use of a real-time server-to-server post back. This requirement is necessary so the integration is not 100% dependent on the end user's browser session to properly perform the handler URL redirect after payment.
- SFTP End of Day File – Should not be needed, but is available if secondary validation is needed for additional business processes.

Technical Requirements

Agency Requirements:

- Agency must have a website in which payments will be initiated from.
- Agency must have an IT Dept or Vendor to perform the necessary software programming in order to accomplish the payment flow outlined above for embedded web payments.

LNPS Requirements:

- LexisNexis Payment Solutions will provide a UAT environment for agency testing.
- LexisNexis Payment Solutions will provide development assistance to the agency and/or agency's vendor in the form or code samples, test apps, and troubleshooting assistance.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS Chart relates to Appendix A (Sample Contract) (together with all exhibits thereto). Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as described in the body of the Contract.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract-Contractor), Paragraph, 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection/Observation.	$50 per occurrence.
CONTRACT: Paragraph 8.38 (Standard Terms & Conditions), Paragraph 18.35 (Record Retention & Inspection-Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 18.35.	File Inspection.	$50 per occurrence.
CONTRACT: Section 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection/Observation.	$500 per occurrence; Possible termination for default of contract.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1	Contractor's representative shall attend all scheduled monthly meetings in-person or via teleconference as mutually agreed upon by County and Contractor for the term of the Contract.	Attendance/Observation.	$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Manager and County Contracts Manager within three (3) workdays upon receipt of a formal Contract Deficiency Report.	Inspection/Discrepancy Report.	$100 per occurrence.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Deficiency Report to County Project Manager and County Contracts Manager within three (3) work days.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve deficiency within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	$100 per occurrence.
SOW: Section 6.0 (Responsibilities), Sub-section 6.2.1	Contractor's Project Manager and alternate shall be available and accessible to RR/CC during all hours, Monday through Friday from 7:00 A.M. to 6:00 P.M. PT.	Observation.	$50 per occurrence.
SOW: Section 7.0 (Responsibilities), Sub-section 6.2.2	Contractor shall provide County notice of a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail at least twenty-four (24) hours prior to absence.	Inspection/Observation.	$100 per day.
SOW: Section 6.4 (Uniform/ID Badges), Sub-section 6.4.2	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	$100 per occurrence.
SOW: Section 7.0 (Work Schedules), Sub-section 7.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Inspection/Observation.	$100 per day.
SOW: Section 8.0 (Unscheduled Work), Sub-section 8.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	$100 per day.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 4 (Security), Subtask 4.2 (Data Transfers and Online Transactions)	Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing a secure transport protocol that conforms to standards specified in National Institute of Standards and Technology (NIST) Special Publication 800-52 Revision.	-Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available. -County observation of maintenance of 256-bit AES SSL encryption.	Suspend Contractor's services and $10,000 per business day until service level restored.
SOW: Appendix A, Task 4 (Security), Subtask 4.2 (Data Transfers and Online Transactions)	Contractor to maintain current SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor.	-Evidence of certificates upon County's request. -County's inspection & observation.	$10,000 per each business day that digital certificate not produced.
SOW: Appendix A, Task 4 (Security), Subtask 4.5 (Notification/Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents that may potentially affect County within two (2) hours.	Inspection/Observation.	$1,000 per occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.1	Contractor corrects Deficiencies at any level of severity in the System Software within twenty-four (24) hours of discovery or notification by RR/CC.	Inspection/Observation.	$1,000 per occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.3	Contractor's system must be highly available (99.9%), fully redundant, and capable of processing transactions during each day with the exception of schedule maintenance.	-Contractor provides self-reporting, which provides System, processor & application utilization statistics. -County observation of production card processing transaction System uptime.	$10,000 per occurrence.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.4	Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which does not exceed one (1) second response time for website and RR/CC site.	-Contractor shall provide self-reporting to include Transaction roundtrips. -County observation of Transaction roundtrips.	Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in termination.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.5	Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on RR/CC business needs.	Inspection/Observation.	Delay schedule maintenance and updates at Contractor's sole expense.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.6	Contractor shall perform scheduled maintenance between the hours of 12:00 A.M. and 5:00 A.M. PT.	Inspection/Observation.	Delay schedule maintenance and updates at Contractor's sole expense.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.9	Contractor shall provide up-to-date written product Specifications within 2 business days of every Update and Custom Programming Modification (includes all Contractors Specifications and other Documentation).	Inspection/Observation	1,000 per day occurrence.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.11	Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis based upon a mutually agreed upon media with Card number limited as required by applicable law.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.12	Contractor shall store at least 12 months of live (not test) County data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or mutually agreed upon media with Card data limited as required.	Inspection/Observation	$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.14	Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law.	Inspection/Observation	$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.16	Toll free access telephone number to live technical support staff or via e-mail for assistance with any System issues 7:00 A.M. to 8:00 P.M. PT, Monday through Saturday.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask 9.1.18	Notification in writing to County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows: • Critical or serious production problem shall not exceed thirty (30) minutes. • Others shall not exceed twelve (12) hours.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
SOW: Appendix A, Task 9 (Maintenance and Support Services) Subtask *9.1.19*	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 A.M. to 5:00 P.M. PT. Reply e-mails shall not be automatically generated responses but should provide custom response to question or situation.	Inspection/Observation	$1,000 per day RR/CC is unable to process work due to downtime.
SOW Exhibits: Appendix B, Exhibit 1 (Functional Requirements)	Contractor complies with all Functional Requirements as specified.	Inspection/Observation	$1,000 per occurrence
SOW Exhibits: Appendix B, Exhibit 2 (Technical Requirements)	Contractor complies with all Technical Requirements as specified.	Inspection/Observation	$1,000 per occurrence

PRICING SCHEDULE

Task	Deliverables		Title	Cost	
1			**PROJECT PLANNING AND MANAGEMENT**	**$7,300**	
	SOW	1.1	Initial Project Plan. *Initial Plan, which includes a schedule of individualized Tasks, Subtasks, and Deliverables and other resource planning activities, as described in Subtask 1.2.*	$500	
	SOW	1.2	Final Project Plan. *Final Plan for the implementation of the System.*	$500	
	SOW	1.3	Project Management Implementation. *Weekly Status Reports that cover project progress against Final Plan, quality assurance, outstanding issues, and any proposed updates to Final Plan.* ** The total cost of Weekly Status Reports will be paid in monthly installments over the term of the contract.*	$1,500	
	SOW	1.4	Project Management – Post Implementation Support. *1.4.1 : Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.* *1.4.2 : Weekly status reports on any issues addressed and resolution provided.* ** The total cost of Monthly and Weekly Status Reports will be paid in monthly installments over the term of the contract.*	$3,000	
				1.4.1	$1,500
				1.4.2	$1,500
	SOW	1.5	Quality Control Plan. *Quality Control Plan established to ensure quality and continuity of Service.*	$1,800	
2			**SYSTEM ANALYSIS AND SITE ASSESSMENT**	**$15,100**	
	SOW	2.1	Functional Analysis. *2.1.1 : Documentation outlining functional analysis on the customizations for the System including RR/CC's business requirements.* *2.1.2 : A complete working prototype of the System that meets all the requirements set forth in the functional requirements (apart from CUSTOM).*	$7,000	
				2.1.1	$2,000
				2.1.2	$5,000
	SOW	2.2	Technical Assessment. *Report on the specifications developed during the Technical Assessment Task.*	$900	
	SOW	2.3	Interface Assessment. *2.3.1 : Analyze necessary endpoints for JEDI system to interface with SaaS system.* *2.3.2 : Analyze necessary endpoints for County's Processing Vendor to interface with SaaS system.*	$7,200	
				2.3.1	$3,600
				2.3.2	$3,600

3			**DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE**	**$6,475**	
	SOW	3.1	Interface Development and Installation. *3.1.1: Provide API to interface with RR/CC's systems.* *3.1.2: Provide API to interface with County's Processing Vendor.*	$3,600	
	SOW	3.2	Documentation. *3.2.1 : Complete operator's user guides and other Documentation for all subtasks under Task 3.0.* *3.2.2 :Updated operator's user guides and other Documentation.*	$2,875	
4			**SECURITY**	**$13.775**	
	SOW	4.1	Standards and Guidelines. *Completed work product that complies with applicable data security standards.*	$0	
	SOW	4.2	Data Transfers and Online Transactions. *Meet requirement of utilizing SSL of at least 256-bit Triple-DES and maintain SSL certificate.*	$0	
	SOW	4.3	Security Risk and Vulnerability Assessments. *4.3.1 : Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.* *4.3.2 : Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2, and 5.0 of this Component.* *4.3.3 : Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all "high-risk" items. The remaining items must be addressed, in terms of the Contractor's intention to remediate and/or mitigate based upon an agreed upon timeframe.* ** The costs of Annual Security Assessments will be paid on the effective date of the contract each year.*	$13,325	
				4.3.1	$2,700
				4.3.2	$500
				4.3.3	$10,125
	SOW	4.4	Records Retention, Storage, Protection, and Transfer of Data. *4.4.1: Report security incidents within one (1) hour of information security incident notification/ identification to the County's Project Managers.* *4.4.2: List and description of data stored and maintained off-site and software used to encrypt the data. If data cannot be encrypted, submit written documentation of compensating controls.*	$450	
				4.4.1	$0
				4.4.2	$450
			Notification – Reports of Security Incidents. *4.5.1 : Report security incidents within one (1) hour of information security incident notification/ identification to the*	$0	

	SOW	4.5	*County's Project Managers.* *4.5.2 : Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Managers within two (2) hours.*	4.5.1	$0
				4.5.2	$0
5			**REPORTS**	**$29,250**	
	SOW	5	Reports. *5.1 : Provide System capability to generate various statistical reports.* *5.2 : Provide Ad hoc reports to County within five (5) business days of request.*	$29,250	
				5.1.1	$9,000
				5.1.2	$20,250
6			**OPERATIONAL READINESS ASSESSMENT (TECHNICAL)**	**$1,800**	
	SOW	6	Operational Readiness Assessment (Technical). *Complete a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist RR/CC staff in completing the operational checklist.*	$1,800	
7			**OPERATIONAL READINESS ASSESSMENT (END USER)**	**$1,000**	
	SOW	7	Operational Readiness Assessment (End User). *Provide a completed checklist validating the readiness of the System's End User community.*	$1,800	
8			**ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATE**	**$5,625**	
	SOW	8.1	Acceptance Test Plan. *If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.*	$1,800	
	SOW	8.2	Acceptance Testing. *Assist in conducting Acceptance Testing based on Acceptance Test Plan if determined by County.*	$3,600	
	SOW	8.3	System Acceptance Certificate. *Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Acceptance.*	$225	
9			**MAINTENANCE AND SUPPORT SERVICES**	**$311,940**	
	SOW	9.1*	Maintenance and Support. Year 1 *Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate) for Year 1.*	$23,436	

		Year 2	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 2.*	$23,436
		Year 3	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 3.*	$23,436
		Year 4	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 4.*	$23,436
		Year 5	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 5.*	$23,436
		Year 6	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 6.*	$23,436
		Year 7	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Year 7.*	$23,436
		Month 1	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 1.*	$1,953
		Month 2	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 2.*	$1,953
		Month 3	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 3.*	$1,953
		Month 4	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 4.*	$1,953
		Month 5	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 5.*	$1,953
		Month 6	Maintenance and Support. *Contractor shall provide Maintenance and Support Services for Month 6.*	$1,953
**The contract term is for a seven-year, six month-to-month term. Contractor shall provide Deliverable 9.1 Maintenance and Support services commencing after Subtask 8.3 (System Acceptance Certificate) is complete.*				
		Support Services for Operations (Customer)		$136,170

	SOW	9.2	*9.2.1 : Provide customer operational and technical support via phone or email from 8am Pacific to 6pm Pacific Monday through Saturday.* *9.2.2 : Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.* *9.2.3 : Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.*	9.2.1 9.2.2 9.2.3	$131,310 $0 $4,860
	SOW	9.3**	Custom Programming Modifications. *9.3.1 : Develop and submit a System Design Report for requested Custom Programming Modification.* *9.3.2 : Develop a Project Plan for the completion of approved Custom Programming Modification.* *9.3.3 : Complete approved Custom Programming Modifications. 9.3.2: Develop test plans and conduct Acceptance Tests.*		N/A
	***The total cost per modification will be on services provided as requested by County per the Statement of Work plus Contractor employee hourly rate(s) as defined below in the Pricing Schedule.*				
10			**TRAINING**		**$3,000**
	SOW	10.1	End User Training Materials. *Training Needs Assessment, a training plan, and materials for End Users training.*		$3,000
	SOW	10.2	On-Site Training. *Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.*		$0
11			**OPERATIONS SERVICES**		**$40,500**
	SOW	11.1	Operations. *Provide Operations Services outlined in Subtask 11.1.*		$40,500
MISC			**TEXT MESSAGING**		**$262,620**
	SOW	misc*	Text Messaging. Year 1 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016
			Text Messaging. Year 2 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016
			Text Messaging. Year 3 *Contractor shall support text messaging with each constituent who makes an appointment.*		$35,016

		Year 4	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 5	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 6	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Year 7	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$35,016
		Month 1	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 2	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 3	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 4	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 5	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
		Month 6	Text Messaging. *Contractor shall support text messaging with each constituent who makes an appointment.*	$2,918
**The contract term is for a seven-year, six month-to-month term. Texts begin after the system is live and accepted by Los Angeles County. The cost includes as many as five text messages per appointment at $.02 per message. The amount is billed monthly and covers only texts sent, and the monthly invoices will include listing of texts for reconciliation by Los Angeles County.*				

	TOTAL SUM:	$698,385

Hourly Rate(s) for Custom Programming Modifications	$225

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if Its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

SERVICES:

CONTRACT NO:

COUNTY PROJECT DIRECTOR:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MONITOR:

Address:

Telephone:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR:

SERVICES:

CONTRACT NO:

CONTRACTOR'S PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:
Title:
Address:

Telephone:
E-Mail Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:
Title:
Address:

Telephone:
E-Mail Address:

APPENDIX F

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

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

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

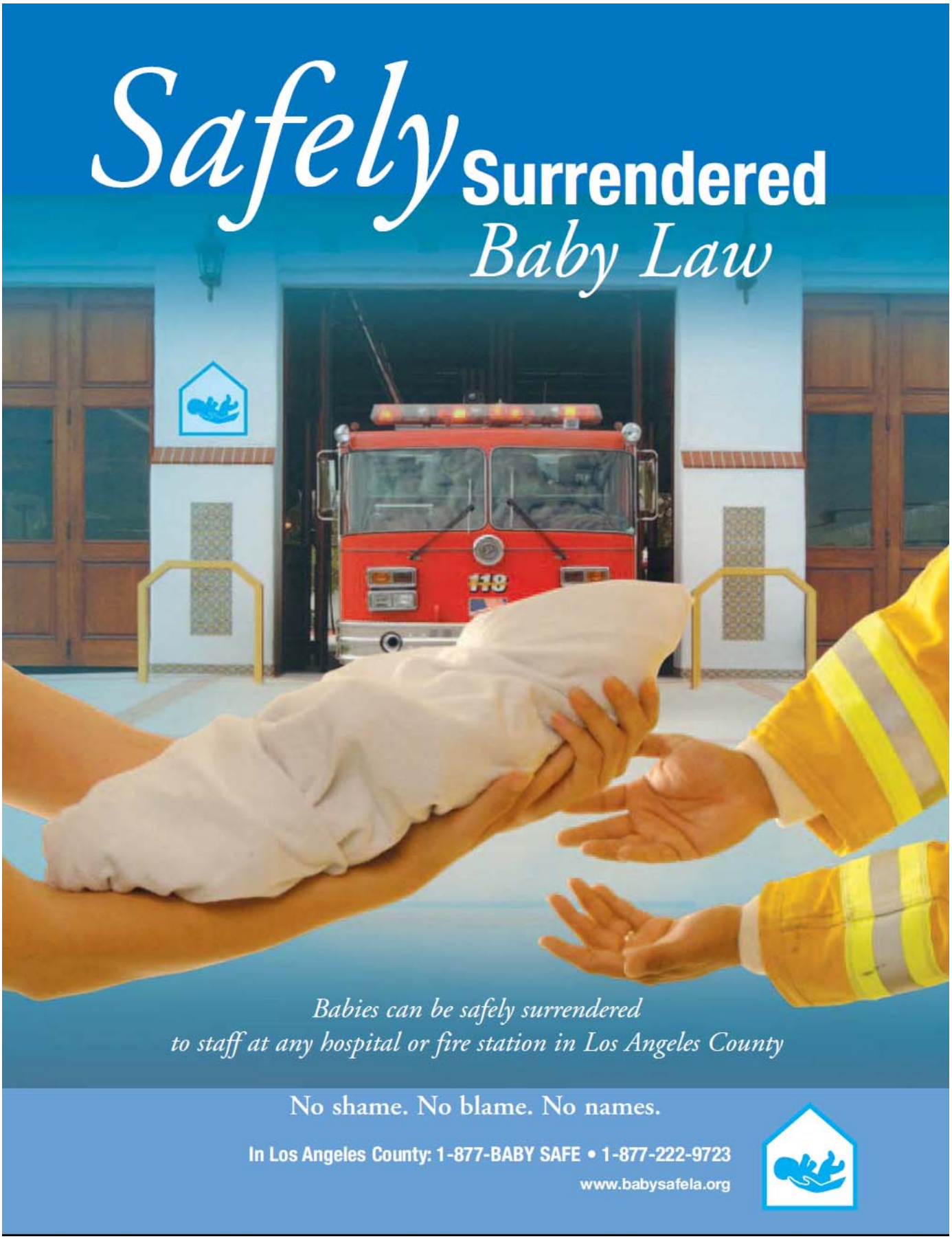
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

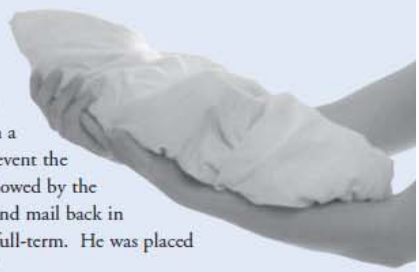
What happens to the parent or surrendering adult?

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.babysafela.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CONTRACT

CONTRACTOR NAME: _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any contract between any person or entity and the County of Los Angeles.

CONFIDENTIALITY CONTRACT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Contract as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

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2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

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E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the

department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

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E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.

(2) The frequency and/or number of incidents and/or duration of the wrongdoing.

(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

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(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor’s request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing,

supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

IRS NOTICE 1015

Latest version is available from IRS website at
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2018)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2018 are less than $54,884 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following.

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2019.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/FormsPubs*. Or you can go to *www.irs.gov/OrderForms* to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2018 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2018 and owes no tax but is eligible for a credit of $800, he or she must file a 2018 tax return to get the $800 refund.

Notice **1015** (Rev. 12-2018)
Cat. No. 20599I

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit I (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data as defined in Section 7.5 of the Contract (consisting of but not limited to County Confidential Information, and Personally Identifiable Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit I (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract.

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, agents 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.

2. PERSONNEL AND CONTRACTOR PROTECTIONS**.** Contractor shall screen and conduct background checks on all contractor personnel exposed to county confidential information as defined in Section 7.4 of the contract and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure contract. all contracts with third-parties involving access to contractor's systems and data, including all outsourcing arrangements and maintenance and support contracts (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. contractor shall supply each of its contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. contractor shall have an established set of procedures to ensure contractor personnel promptly report actual and/or suspected breaches of security.

3. REMOVABLE MEDIA. Except in the context of contractor's routine back-ups or as otherwise specifically authorized by county in writing, contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. for purposes of this Exhibit I (information security and privacy requirements), "removable media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compactflash (CF), smart media (SM), multimedia card (MMC), and xd-picture card (XD), magnetic tape, and all other removable data storage media.

4. DATA CONTROL, MEDIA DISPOSAL AND SERVICING**.** Subject to and without limiting the requirements under section 4 (storage, transmission and destruction of personally identifiable information), county data (i) may only be made available and accessible to those parties explicitly authorized under the contract or otherwise expressly approved by county in writing; (ii) if transferred across the internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 guidelines for the selection and use of transport layer security implementations[1]; and (iii) if transferred using removable media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 guide to storage encryption technologies for end user devices[2]. the foregoing requirements shall apply to back-up data stored by contractor at off-site facilities. in the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, contractor shall ensure all county confidential information, including personally identifiable information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, guidelines for media sanitization[3]).

5. HARDWARE RETURN**.** Upon termination or expiration of the contract or at any time upon county's request, contractor will return all hardware, if any, provided by county containing personally identifiable information, protected health information, or county confidential information to county. the personally identifiable information, protected health information, and county confidential information shall not be removed or altered in any way. the hardware should be physically sealed and returned via a bonded courier or as otherwise directed by county. in the event the hardware containing county confidential information or personally identifiable information is owned by contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated county security representative within fifteen (15) days of termination or expiration of the contract or at any time upon county's request. contractor's destruction or erasure of personal information and protected health information pursuant to this section shall be in compliance with industry best practices (*e.g.*, nist special publication 800-88, guidelines for media sanitization[4]).

6. PHYSICAL AND ENVIRONMENTAL SECURITY**.** Contractor facilities that process county data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

7. COMMUNICATIONS AND OPERATIONAL MANAGEMENT. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/
[3] Available at http://www.csrc.nist.gov/
[4] Available at http://www.csrc.nist.gov/

back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

8. 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 incident response policies set forth below.

9. SECURITY INCIDENT. A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

   a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

   b. 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. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

   c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor’s environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.

   d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor’s Vice President of Audit, or such equivalent position. Any of County’s regulators shall have

the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

10. CONTRACTOR SELF AUDIT. Contractor will provide to county a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

i. **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

ii. **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

iii. **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. <u>SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:</u>

i. Audit spans a full twelve (12) months of operation and is produced annually.

ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

Security Audits. In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

BOARD AGENDA DATE:

9/3/2019

SUBJECT:

REQUEST FOR APPROVAL OF CONTRACT WITH MYTIME, INC FOR AN APPOINTMENT AND CUSTOMER FLOW SYSTEM

CONTRACT TYPE:

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

SUMMARY:

Description:

The Registrar-Recorder/County-Clerk (RR/CC) is requesting approval of a contract with MyTime, Inc (MyTime). for an Appointment and Customer Flow System (System). The initial term of the contract is five years with two optional one-year extensions and six optional month-to-month extensions for a maximum term of seven years and six months. The contract sum over the potential maximum term is $768,223.50, including the option years and 10% contingency.

Recommendation 2 requests delegated authority to execute increases to the original contract sum of $583,275 by no more than 10% total over the potential maximum term, provided that County Counsel approval is obtained.

Recommendation 3 requests delegated authority to negotiate and execute amendments provided that County Counsel approval is obtained.

Recommendation 4 requests delegated authority to terminate the contract as necessary provided that County Counsel approval is obtained.

The recommended system will provide a software-as-a-service solution that will allow RR/CC customers to create, reschedule and cancel appointments on-line. Currently, appointments are only available for a small set of services, and creation, confirmation and rescheduling of appointments is done manually. This solution will help decrease lines and direct customers to less busy offices. Additionally, the system will use reporting tools and interface with RR/CC's existing applications (such as the Joint Enterprise Development Infrastructure) for processing vital records requests and corresponding payments.

Contract Amount: $768,223.50, including the option years and 10% contingency.

REQUEST FOR APPROVAL OF CONTRACT WITH MYTIME, INC FOR AN APPOINTMENT AND CUSTOMER FLOW SYSTEM

FINANCIAL ANALYSIS:

Contract costs:

Total costs (over 7 years and 6 months): ..... $ 698,385

Notes:

Because the solution is software-as-a-service, the cost above includes subscription, maintenance and support services over the original five-year contract term, the two optional one-year extensions and the six optional month-to-month extensions. The estimated cost breakdown is $204645 for FY 19-20; $75,960 for FY 20-21; $75,960 for FY 21-22; $75,960 for FY 22-23; $75,960 for FY 23-24; $75,960 for FY 24-25; $75,960 for FY 25-26; and $37,980 for FY 26-27. This expense has been included in RR/CC's fiscal year 2019-20 budget. There is no net County cost impact; all costs are eligible for reimbursement from the Registrar-Recorder/County Clerk Vitals and Health Statistics Special Revenue Fund.

RISKS:

1. As with any system implementation, there are risks in the areas of quality, cost and schedule. RR/CC has mitigated these risks by developing a detailed set of functional and technical requirements. Also, by requiring the contractor to:
   - Establish a comprehensive Quality Control Plan;
   - Establish a Quality Assurance Plan (including deficiency and problem resolution procedures);
   - Provide a full-time Project Manager and Alternate;
   - Prepare a detailed Project Plan within 10 days of contract award;
   - Work with RR/CC staff to validate documented functional requirements (including reviewing business processes and conducting prototype sessions);
   - Identify the necessary system interfaces to meet RR/CC's requirements;
   - Conduct independent third-party system security risk and vulnerability assessments;
   - Agree that the County retains full rights to all records and data;
   - Establish data backup and recovery procedures;
   - Support the County in User Accepting Testing efforts;
   - Commit to 99.9% system availability;
   - Commit to sub-second system response time;
   - Develop a training needs assessment and training plan;
   - Conduct on-site training classes;

- Ensure the system interface is responsive and adjusts to screen size being used by the customer browser (smartphone, tablet, etc.);
- Ensure the system can support 500 simultaneous users; and
- Ensure the system can support self-service for password resets.

2. Security – The OCIO's Deputy Chief Information Security Officer has reviewed the security components of the contract and made 14 security related recommended changes. The recommended changes focus on data encryption levels, security incident protocols, physical data center security, system multi-factor authentication, administrative access requirements and system security alerts. RR/CC has reported that the contractor has accepted the recommendations and incorporate them into the contract.

PREPARED BY:

_____ _____

HENRY BALTA, DEPUTY CHIEF INFORMATION OFFICER DATE

APPROVED:

_____ _____

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER DATE

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Public Works	
SUBJECT	Award a Contract for a Local Targeted Worker Hire Program Monitoring and Business Utilization Tracking System	
PROGRAM	Local Targeted Worker Hire Program	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None	
COST & FUNDING	Total cost: $574,950.00	Funding source: CEO, Project and Facility Development Budget (PFD)
	TERMS (if applicable): Maximum term of 5 years which include a 3-year initial term with two (2) optional one-year extensions.	
	Explanation: This system will be fully funded by the Chief Executive Office (CEO) Project and Facility Development Budget (PFD). The maximum contract sum is $574,950, which includes one-time fees of $54,250, annual subscription fees of $68,140 for the 5-year term, additional annual Tier 2 subscription fees of $29,910 for the 5-year term which will be implemented if the total active construction costs exceeds the Tier 1 $2 billion construction capacity, and pool dollars of $30,450.	
PURPOSE OF REQUEST	To provide subscription licenses, implementation services, and maintenance/support for two LCP Tracker modules: Labor Compliance Module to monitor the use of Local and Targeted Workers; and Diversity Management/Business Utilization Module to track utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) in County contracts.	
BACKGROUND (include internal/external issues that may exist)	The Board established the Local and Targeted Worker Hiring Program (LTWHP) to increase local participation in construction contracts as a strategic effort to retain and create jobs in its most economically challenged communities. Further, to comply with Public Contract Code 2600-2602, the County requires the implementation and monitoring of skilled and trained workforce labor for all Design-Build and Best Value contracts. In addition, the Board established a Countywide Small Business Utilization goal to award 25% of County contracts for goods and certified LSBEs and 3% of such contracts to certified DVBEs. Public Works currently monitors the use of Local and Targeted Workers using LCP Tracker and intends to begin tracking LSBE, DVBE, and SE utilization while expanding access to other County Departments.	
DEPARTMENTAL AND OTHER CONTACTS	Jose Quevedo, Assistant Deputy Director, (626) 458-2500, jquevedo@dpw.lacounty.gov Truc Moore, Principal Deputy County Counsel, (213) 808-8779, tlmoore@counsel.lacounty.gov	

September 3, 2019

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

Dear Supervisors:

SERVICES CONTRACT
BUSINESS OUTREACH AND TECHNICAL SERVICES CORE SERVICE AREA
AWARD OF CONTRACT WITH LCP TRACKER
FOR A LOCAL AND TARGETED WORKER HIRE PROGRAM MONITORING AND BUSINESS UTILIZATION TRACKING SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Public Works is seeking Board approval to award a software services contract to LCP Tracker for a Local Targeted Worker Hire Program Monitoring and Business Utilization Tracking System and related services to Public Works and various County departments, including, but not limited to, Parks and Recreation and Internal Services Department.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter.

2. Award and authorize the Director of Public Works or his designee to execute a contract with LCP Tracker to provide a Local and Targeted Worker Hire Program Monitoring and Business Utilization Tracking System and related services. These services include providing a web-based, vendor-hosted system to track the compliance and utilization with the Local and Targeted Worker Hire Program and Small Business Utilization Plan goals, and to provide maintenance and support services to various County departments for the system. The contract will commence upon execution by County with an initial 3-year terms with two 1-year additional extensions for a total contract term of 5 years. The maximum contract sum is $574,950, which includes one-time fees of $54,250, annual Tier 1

subscription fees of $68,140 for the 5-year term, additional Tier 2 subscription fees of $149,550 for the 5-year term, and pool dollars of $30,450.

3. Delegate authority to the Director of Public Works or his designee to use the designated pool dollars of $30,450, as needed, for additional related Supplemental Professional Services or Optional Work, with approval as to form by County Counsel.

4. Delegate authority to the Director of Public Works or his designee to extend the contract for up to two 1-year extension options, based upon project demands and the level of satisfaction with the services provided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board has determined that the County is in a unique position to strengthen its local economy by promoting and increasing utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County for contracting and purchasing. To that effect, the Board established a Local Small Business and Disabled Veteran Business utilization goal of 25 percent and 3 percent, respectively.

To support the creation of new local and disadvantaged worker employment opportunities, the Board also approved the Countywide Local and Targeted Worker Hire Policy, which applies to all County-sponsored design-build contracts and construction contracts. Depending on the project budget, there shall be a best efforts or mandatory hiring goal of at least 30 percent California construction labor hours performed by qualified local residents and a 10 percent hiring goal of California construction labor hours performed by those classified as a Targeted Worker.

Further, to comply with Public Contract Codes, the implementation and monitoring of skilled and trained workforce labor for all design-build and best value contracts are required by the County. Contractors are required to submit an enforceable commitment to use a skilled and trained workforce to perform all work on the project or contract for all apprenticeable occupations in the building and construction trades.

Public Works desired to continue monitoring the effectiveness of both programs from a qualified firm to provide a vendor-hosted system and related services for various Los Angeles County departments. The general scope of work includes, but is not limited to, providing, implementing, conducting training of a web-based system, and custom reports for the following two modules: Local Targeted Worker Hire Program (LTWHP) Monitoring (Labor Compliance Module) for construction contracts and LSBE, DVBE, and SE and Utilization Tracking (Diversity Management/Business Utilization Module) for active County contracts for prime contractors and subcontractors.

The award of this contract to LCP Tracker will allow various County departments to effectively monitor and measure the utilization of County contracts meeting the program and target goals for business utilization of LSBE, DVBE, SE, and the LTWHP Policy hiring goals.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Support Small Business and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended actions improve the economic and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The contract with LCP Tracker is for a 3-year initial term with two 1-year optional renewal periods. The contract includes $40,500 of one-time implementation fees, which may take 6 months but no longer than 1 year for the implementation work to complete, $13,750 in Additional Training Session Fees, and a fixed annual subscription cost of $68,140 for up to 5 years at a total subscription cost of $340,700 inclusive of all County departments. The County anticipates the system usage will increase as additional County departments use the system to track the business utilization in active contracts. The contract includes $149,550 of additional Tier 2 subscription fees (an additional $29,910 per year) for increases to the annual subscription fees based on upcoming construction projects that will be tracked in the system, and $30,450 of pool dollars to pay for optional work. Tier 2 will be implemented when the total active construction cost exceeds the Tier 1 $2 billion construction capacity. The maximum contract amount including option years, additional usage fees, and pool dollars is $574,950.

This system will be funded by the Chief Executive Office Project and Facility Development Budget. Expenditures for the subject services incurred by Public Works' Internal Service Fund Capital Project Management Program will be reimbursed through billings to approved individual project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract contains terms and conditions in compliance with the Chief Executive Office and the Board's requirements. The contract also contains information technology provisions, service level requirements, data ownership provisions, and standard indemnity and insurance requirements required by the County. Finally, the contract included recent new Board policy provisions for compliance with the County Policy of

Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, and Compliance with Fair Chance Employment Practices.

The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO Analysis is enclosed as Enclosure A.

County Counsel has reviewed and approved the contract, Enclosure B, as to form.

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure C. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color. Three-year contracting history for the selected firms are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act because it involves administrative actions of government.

The proposed action is not a project pursuant to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act Guidelines. The proposed action to provide a web-based tracking system to assist the County in administering its LTWHP and Business Utilization goals is an administrative activity of government, which will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On September 6, 2018, Public Works issued a Request for Proposal (RFP). The RFP was posted on the County's "Doing Business with Us" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisements were placed in the *Los Angeles Daily Journal; Los Angeles Sentinel;* and *La Opinión*. Also, Public Works informed over 1,300 Local Small Business Enterprises about this business opportunity. Three firms registered on the Public Works website for the RFP. A preproposal meeting was held on September 25, 2018, and proposals were due October 29, 2018. A total of two proposals were received.

An evaluation committee composed of staff from Parks and Recreation, Internal Services, and Public Works Departments evaluated the written proposals and oral presentations based on criteria described in the RFP, including price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the system requirements.

The evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, LCP Tracker was selected for negotiations. The selected firm was determined to meet the minimum requirements of the RFP and most qualified to provide the required services. Public Works has determined that LCP Tracker's proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code, Chapter 2.201 (Living Wage Program), does not apply to the recommended contract. The contract is exempt from the requirements of Proposition A because the services are highly technical in nature.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended contract. The contract will provide access to the LTWHP System to multiple County departments to monitor the usage of LTWHP and Business Utilization in construction contracts in the County.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Business Relations and Contracts Division.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

Reviewed by,

WILLIAM S. KEHOE
Chief Information Officer

MP:JQ:ss

Enclosures

c: Chief Executive Office (Chia-Ann Yen)
Chief Information Office (Eric Sasaki)
County Counsel (Truc Moore)
Executive Office

bc: Information Technology Systems & Applications (Jewel Libid)

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BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	Add Districts	
DEPARTMENT	Department of Health Services (DHS)	
SUBJECT	Approval of Amendment No. 9 to sole source Agreement No. 76516 with the Chudy Group, LLC dba TCGRx to extend the term and increase the maximum contract sum for automated medication packaging machines for DHS.	
PROGRAM		
SOLE SOURCE CONTRACT	☒ Yes ☐ No	
	If Yes, please explain why: TCGRx is the sole provider of maintenance services and parts of its proprietary automated medication packaging machines. Only TCGRx technicians are certified to provide necessary maintenance and repair services to meet requirements by The Joint Commission, as TCGRx does not provide training to third party vendors.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: $ 138,159 for 1 year + $55,264 (potential increase under 40% delegated authority)	Funding source: Fiscal Year 2019-20 Recommended Budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	To extend the term for one (1) year and increase the maximum contract sum for automated medication packaging machines for DHS.	
BACKGROUND (include internal/external issues that may exist)	Approval of the recommendations will allow TCGRx to continue to provide maintenance and repair services for TCGRx's automated medication packaging machines at DHS Integrated Correctional Health Services (ICHS) facilities. ICHS provides over 36,000 medication orders daily for over 11,000 inmates with a need for medications. TCGRx automated medication packaging machines package all the medications a patient needs to take in a 24-hour period. This automation reduces medication error rates and improves operational efficiency, which results in cost saving for DHS facilities.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • C&G, Christopher Kinney, (213) 288-8862, CKinney@dhs.lacounty.gov • County Counsel, Victoria Mansourian, (213) 974-6681, vmansourian@counsel.lacounty.gov	

DRAFT
DHS LETTERHEAD

September 3, 2019

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:

APPROVAL OF AMENDMENT TO SOLE SOURCE AGREEMENT WITH THE CHUDY GROUP, LLC DBA TCGRx (SUPERVISORIAL DISTRICTS 1, 2, 5) (3 VOTES)

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

SUBJECT

Approval of Amendment No. 9 to sole source Agreement No. 76516 with The Chudy Group, LLC dba TCGRx to extend the term and increase the maximum County obligation for maintenance and repair services for automated medication packaging machines for the Department of Health Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of Health Services (Director), or authorized designee, to execute Amendment No. 9 to sole source Agreement No. 76516 with The Chudy Group, LLC dba TCGRx (TCGRx) to extend the term of the Agreement for one (1) year until and through September 30, 2020 and to increase the maximum County obligation under the Agreement by $138,159 to account for the one-year extension, for the continued provision of automated medication packaging machine maintenance and repair services for the Department of Health Services (DHS) facilities.

2. Delegate authority to the Director, or authorized designee, to execute additional amendment(s) to extend the term of the Agreement, in whole or in part, for up to one (1) year and six (6) months until and through March 31, 2022, with up to fifteen percent (15%) increase in cost of maintenance and repair services during such extension period.

3. Delegate authority to the Director, or authorized designee, to increase the maximum County obligation under the Agreement by up to 40% for: (a) emergency, unforeseen or as-needed maintenance, repair and/or professional/support services and out-of-

scope repairs, (b) adding equipment to replace that which is no longer covered by the manufacturer warranty, and (c) adding DHS or other County department facilities.

4. Delegate authority to the Director, or authorized designee, to execute amendments to the Agreement to: (a) add, delete and/or make administrative changes to the terms and conditions and as required by applicable law or regulation, County policy, Board of Supervisors and/or the Chief Executive Office, all with prior approval of County Counsel; (b) provide for emergency, unforeseen or as-needed services, out-of-scope repairs, additional equipment and additional facilities; and (c) make changes to the scope of equipment and/or services based on operational needs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Director, or authorized designee, to execute Amendment No. 9, substantially similar to Exhibit I, to extend the term of the Agreement with TCGRx for one (1) year for continued provision of maintenance and repair of TCGRx's automated medication packaging machines at DHS Integrated Correctional Health Services (ICHS) facilities, including Century Regional Detention Facility, Men's Central Jail, North County Correctional Facility, and Twin Tower Correctional Facility. The Agreement expires on September 30, 2019.

ICHS provides over 36,000 medication orders daily for over 11,000 inmates with a need for medications. TCGRx's automated medication packaging machines package all the medications a patient needs to take within a 24-hour period. This automation reduces medication error rates and improves operational efficiency, which results in cost saving for DHS facilities. TCGRx technicians are the only authorized representatives who can conduct service work on their automated medication packaging machines.

Approval of the second recommendation will allow the Director, or authorized designee, to amend the Agreement to extend its term with respect to some or all serviced facilities for up to one (1) year and six (6) months beyond September 30, 2020, with up to fifteen percent (15%) increase in cost of maintenance and repair services during any such extension period.

Approval of the third recommendation will allow the Director, or authorized designee, to amend the Agreement to increase the maximum County obligation by up to 40% for emergency, unforeseen or as-needed maintenance, repair and professional/support services, out-of-scope repairs, additional equipment to replace that which is no longer covered by the manufacturer warranty, and additional DHS and other County department facilities.

Approval of the fourth recommendation will allow the Director, or authorized designee, to amend the Agreement to make administrative or required changes to the terms and

conditions, add equipment and services for additional DHS or other County department locations, cover the cost of emergency, unforeseen, as-needed and out-of-scope equipment maintenance and repair services, and make other changes, including to the equipment configuration and scope of services, for operational needs. The Joint Commission requires facilities to ensure routine preventive maintenance, timely repairs, and performance/safety testing of its medical equipment to maintain patient safety. Therefore, approval of the fourth recommendation will allow the Agreement to be amended timely so that the critical equipment supporting patient care is maintained appropriately to ensure the safety of patients and facility staff, as well as to meet the requirements of The Joint Commission.

Based on experience with equipment maintenance and repair service agreements, DHS believes that the requested 40% increase in the maximum County obligation under the Agreement is appropriate, since adding even a few pieces of equipment or an additional facility may be expensive. Facilities will only request that the equipment, locations, emergency work and/or support services be added to this Agreement if additional services are needed and funding is available in a facility's budget. On August 20, 2019, in accordance with Board Policy 5.120, DHS notified the Board of its intent to request a delegation of authority to increase the maximum County obligation under the Agreement by more than 10%.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy II.2 "Support the Wellness of Our Communities" and III.3 "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum County obligation under the Agreement is being increased by $138,159 to allocate for the extended term. The 40% potential increase above the maximum County obligation under the Agreement is $55,264 and will be funded with available resources.

Funding is included in the DHS Fiscal Year (FY) 2019-20 Recommended Budget and will be requested in future fiscal years as appropriate.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 1, 2008, the Board approved the sole source agreement with Automed Technologies, Incorporated (Automed) for the Los Angeles County Sheriff's Department (LASD) for maintenance, repair, and support of automated drug packaging machines. On January 1, 2016, Automed was merged into Intelligent Hospital Systems, Inc., and the company name was changed to ARxIUM, Inc. (ARxIUM). On April 4, 2017, the Board approved a transfer of responsibilities for the medical care provided to inmates at the Los

Angeles County Jails from LASD, Medical Services Bureau, to DHS ICHS. On March 30, 2018, ARxIUM sold to TCGRx its Panasonic FastPak EXP pouch packaging business line, including all maintenance, repair and support services provided under the Agreement.

The services provided under the Agreement are highly specialized and cannot be provided by County staff. Further, these services are only needed on a part-time and intermittent basis. Therefore, the Agreement is not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201) and is exempt from Proposition A (Los Angeles County Code Chapter 2.121).

The Chief Information Officer (CIO) has reviewed the Board letter and recommends approval of the amendment. The CIO determined that the recommended action will not introduce any new technology-related changes and, therefore, does not require a formal CIO Analysis.

The amendment to the Agreement includes the most recent required Board provisions.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On May 6, 2019, DHS notified the Board of its intent to negotiate an amendment to extend the term of sole source Agreement with TCGRx (Attachment A). TCGRx is the sole provider of maintenance services and parts for its proprietary technology and firmware. Only TCGRx technicians are certified to provide the necessary maintenance and repair services for proprietary technology-based equipment in order to meet requirements by the Joint Commission, as TCGRx does not provide training to third party vendors other than the technicians employed by it. The sole source checklist is included as Attachment B.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure ongoing maintenance and repair services for medical equipment at the DHS facilities.

Respectfully submitted,

Christina R. Ghaly, M.D.
Director

Reviewed by:

William S. Kehoe
Chief Information Officer

CRG:al

Enclosure (3)

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

SOLE SOURCE CHECKLIST

Check (✓)	**JUSTIFICATION FOR SOLE SOURCE CONTRACTS** **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist* ."
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
X	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative. TCGRx is the sole provider of maintenance services and parts of its proprietary automated medication packaging machines. Only TCGRx technicians are certified to provide necessary maintenance and repair services to meet requirements by The Joint Commission, as TCGRx does not provide training to third party vendors.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

_____ _____

Chief Executive Office Date

BOARD LETTER/MEMO – FACT SHEET
OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	8/15/2019	
BOARD MEETING	9/3/2019	
SUPERVISORIAL DISTRICT AFFECTED	SD3	
DEPARTMENT	Consumer and Business Affairs	
SUBJECT	DCBA Enforcement of the City of Santa Monica's Minimum Wage Ordinance	
PROGRAM	Wage Enforcement Program	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Prior contract with the City of Santa Monica expired June 30, 2019	
COST & FUNDING	Total cost: $0	Funding source: Revenue Generating Contract - $125,000 per year
	TERMS (if applicable):1 year + 3 optional 2-year extensions – Total 7 years	
	Explanation:	
PURPOSE OF REQUEST	Resume providing minimum wage enforcement and education to the City of Santa Monica	
BACKGROUND (include internal/external issues that may exist)	On September 13, 2016, your Board approved Agreement No. 78527 where the County provided the City with minimum wage enforcement services. The agreement expired June 30, 2019. DCBA has renegotiated service levels and reimbursement rates that are more favorable to the County. The proposed agreement will allow DCBA to resume providing minimum wage enforcement and education services to the City. The City and DCBA greatly value the partnership and the success that was achieved with Agreement No. 78527.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: • Albert Navas, Administrative Deputy, 213-974-9756 anavas@dcba.lacounty.gov	

BOARD OF SUPERVISORS

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

"To Enrich Lives Through Effective and Caring Service"

Joseph M. Nicchitta
Director

Joel Ayala
Chief Deputy

Rafael Carbajal
Chief Deputy

September 3, 2019

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

Dear Supervisors:

DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS RECOMMENDATION FOR DELEGATED AUTHORITY TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SANTA MONICA AND COUNTY FOR COUNTY ENFORCEMENT OF SANTA MONICA'S MINIMUM WAGE ORDINANCE (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

The Los Angeles County (County) Department of Consumer and Business Affairs (DCBA) seeks approval of a Services Agreement (Agreement) with the City of Santa Monica (City), where the County provides Minimum Wage Enforcement and Education services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached agreement with the City to allow DCBA's Wage Enforcement Program to perform wage enforcement and education services for the City, for a one-year term effective the date of execution. DCBA will bill the City on a monthly basis at a rate of $146.05 per hour.

2. Delegate authority to the Director of DCBA, or designee, to exercise three optional two-year extension periods by written notice, after County Counsel

500 W. Temple Street, Room B-96, Los Angeles, CA 90012-2706
Telephone (213) 974-9750 * Fax (213) 687-1137 * Website: dcba.lacounty.gov

DRAFT

approval, and instruct the Director of DCBA to notify your Board in writing within ten (10) working days that a renewal option has been exercised.

3. Delegate authority to the Director of DCBA, or designee, to execute amendments to the Agreement to increase or decrease service levels, and thereby increase or decrease annual costs; to modify the annual billing rates, as determined by the Auditor-Controller; and to make immaterial or clerical changes to the Agreement with the concurrence of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On September 13, 2016, your Board approved Agreement No. 78527 where the County provided the City with minimum wage enforcement services. The agreement expired June 30, 2019. DCBA has renegotiated service levels and reimbursement rates that are more favorable to the County. The proposed agreement will allow DCBA to resume providing minimum wage enforcement and education services to the City. The City and DCBA greatly value the partnership and the success that was achieved with Agreement No. 78527.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the Countywide Strategic Plan Goal I, Make Investments that transform lives. Specifically, Strategy I.1 – which supports implementation of evidence-based practices to increase our residents' self-sufficiency, prevent long-term reliance on the County's social safety net, and prevent involvement with the County's foster, juvenile justice, and adult justice systems.

FISCAL IMPACT/FINANCING

There is no net County cost to this Agreement. The City will reimburse the County for services rendered at an hourly rate of $146.05, not to exceed $125,000 per year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 29, 2015, your Board adopted an ordinance establishing the County's minimum wage for work performed in the unincorporated areas of the County. The City of Santa Monica adopted its minimum wage ordinance on January 26, 2016, applicable to work performed within the City of Santa Monica. Both the County's and the City's local minimum wage rates became effective July 1, 2016 for employers with twenty-six (26) or more employees and on July 1, 2017 for employers with twenty-five (25) or fewer employees, both increase in the same amount and on the same annual schedule, and both currently exceed the California State minimum wage.

On April 26, 2016, your Board also adopted the Los Angeles County Wage Enforcement Ordinance ("Wage Enforcement Ordinance"), thereby designating DCBA as the County

department responsible for administration and enforcement of the Los Angeles County Minimum Wage Ordinance. The Wage Enforcement Ordinance provides DCBA with enforcement authority to ensure employees performing work in the unincorporated areas of the County are paid no less than the amount specified in the County's Minimum Wage Ordinance. One purpose articulated in the Wage Enforcement Ordinance is to "allow for partnerships between the County and other local, State, and federal agencies responsible for enforcement of wage and hour laws throughout the County to promote a fair employment environment for all employees and businesses." (County Code, Section 8.101.020.B).This Agreement achieves the Board's objective by ensuring a uniform and collaborative enforcement program across the region.

On September 13, 2016, your Board approved Agreement No. 78527 authorizing the County to provide the City with minimum wage enforcement services. The term of the agreement expired June 30, 2019.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Beginning on July 1, 2016, DCBA began enforcing the County's minimum wage ordinance in the unincorporated areas within the County. The Agreement will have no negative impact on the services provided by the Department.

The Agreement improves the quality of the County's wage enforcement program by taking a regional approach to enforcement with Santa Monica and the County working together.

CONCLUSION

Upon Board approval, please provide three copies of the adopted Board letter and executed contract to DCBA's Administrative Division.

Respectfully submitted,

Joseph M. Nicchitta
Director

JMN:JA:AN

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

Contract No. 10773 (CCS)

AMENDED AND RESTATED
ENFORCEMENT SERVICES AGREEMENT

This Minimum Wage Outreach and Enforcement Services Agreement ("Agreement"), entered into as of July 30, 2019 ("Execution Date"), by and between the City of Santa Monica ("City"), a municipal corporation, and the County of Los Angeles ("County"), a political subdivision of the State of California, is made with reference to the following:

RECITALS

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. The County is a political subdivision duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the County. County has the background, knowledge, experience, and expertise necessary to provide the services set forth in this Agreement.

C. The City and County have each adopted local minimum wage ordinances with requirements going beyond those in California State law, and which share the same wage levels and schedule.

D. The County Board of Supervisors has designated the Department of Consumer and Business Affairs (DCBA) as administrator and enforcer of the Los Angeles County Minimum Wage Ordinance; has approved staffing and other funding for the DCBA, and has adopted the Los Angeles County Wage Enforcement Ordinance ("Wage Enforcement Ordinance") to ensure that employees performing work in the unincorporated areas of the County are paid no less than the amount owed according to the Los Angeles County Minimum Wage Ordinance.

E. One stated purpose of the Wage Enforcement Ordinance is to "allow for partnerships between the County and other local, State, and federal agencies responsible for enforcement of wage and hour laws throughout the County to promote a fair employment environment for all employees and businesses." (Section 8.101.020 B (4).)

F. The City values regional coordination and seeks to provide services to its businesses and employees in a cost-effective and efficient manner

G. The County is authorized to enter into this Agreement by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County.

H. On or about September 13, 2016, the City and County entered into Agreement No. 78527 (also referred to by the City as Enforcement Services Agreement No. 10322 (CCS)) ("Original Agreement") for DCBA to provide wage enforcement services to the City, and Section 1 of the Original Agreement provided for an initial term of one year and options to extend the term of the agreement.

I. On June 28, 2017, the City and County entered into Amendment No. 1 of Agreement No. 78527 to extend the initial term of the Original Agreement by one additional year, until June 30, 2018.

J. On June 26, 2018, the City and County entered into Amendment No. 2 of Agreement No. 78527 to extend the term of the Original Agreement by one additional year, until June 30, 2019. The Original Agreement, Amendment No. 1, and Amendment No. 2 may be collectively referred to herein as "Agreement No. 78527."

K. In October 2018, Santa Monica's City Council approved an extended term of County services to the City for up to eight years, including extension options, leading to a total 10-year period overall. In addition, the Council authorized additional compensation with an annual not-to-exceed amount of $125,000, for a total compensation of $1,250,000 over a ten-year period.

L. Agreement No. 78527 expired on June 30, 2019.

M. The City and County now desire to enter into this Agreement for DCBA to continue providing wage enforcement services to the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

1. **Term.**

   1.1 **Initial Term.** This Agreement begins on the Execution Date and terminates one calendar year thereafter, unless sooner terminated in accordance with Section 14, or extended by the parties in writing.

   1.2 **Options to Extend.** Upon the mutual agreement of the City and County, the City has three options to extend the term of this Agreement on all the same terms and conditions, for additional two-year periods. Each such option shall be exercised in writing. The City may administratively exercise each option by letter correspondence to the County (i.e., a "Letter Renewal").

1.3 **City's Authority to Extend Term.** The City Manager, or his or her designee, is authorized to execute the Letter Renewals to extend the term of this Agreement.

2. **County Services.** County agrees to perform all of the services ("Services") described in Exhibit A, Scope of Services. County will complete the Services in accordance with Exhibit B, Budget.

3. **City Services.** The City agrees to:

   3.1 Make available to County any currently existing documents, data or information required for the performance of the Services.

   3.2 Designate a representative authorized to act on behalf of City.

   3.3 Promptly examine and render findings on all documents submitted for staff review by County.

   3.4 Provide a City representative to represent the City at administrative hearings with County administrative support.

   3.5 Meet on a quarterly basis with the County to review active cases, determine investigative priorities, and provide training as-needed on Santa Monica ordinances and procedures.

   3.6 Provide the County with space in Santa Monica on an as-needed basis to, among other tasks, conduct interviews, work on active cases, and meet with parties.

4. **Compensation.** The City will compensate County for the Services performed, on an hourly fee basis, for a total annual amount not to exceed $125,000, which includes any authorized overtime and reimbursements, for a total contract amount not to exceed $875,000 over the term of this Agreement, including all extension options, as set forth in Exhibit B ("Compensation Amount"). The County will invoice the City on a monthly basis for compensation of the Services provided in the prior month, to be paid within a reasonable time frame. In the event the City exercises an option to extend the term of this Agreement, pursuant to Sections 1.2 and 1.3 of this Agreement, the City agrees that, if County employees receive a cost of living adjustment ("COLA") that is effective during an option year, the hourly fee shall be increased in an amount equal to the increased cost for the County to provide the Services due to the County's COLA, up to three percent annually, and the effective date of an increase to the hourly rates shall be the same effective date as the County's COLA. The County shall be responsible for notifying the City in writing of any such County COLA. Any COLA increase will require the County to provide at least 30 days' advance written notice to the City, or as soon as practicable, of any such County COLA and written confirmation by the City Manager, or his or her designee.

5. **Invoices.** County will invoice the City for the Services in accordance with Exhibit B and the City will pay any undisputed amount within 30 days of receipt. Any controversy or claim arising out of or relating to a disputed invoice shall be addressed through mediation. The mediator must be chosen upon the mutual agreement of

both Parties. Parties must first attempt mediation in good faith before proceeding to civil court.

6. **Notices.** Unless otherwise specified in this Agreement, all notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

6.1 All notices, demands, requests or approvals to the City:

Finance Department
City of Santa Monica
1717 4th Street Suite 250
Santa Monica, California 90401
Attention: Gigi Decavalles-Hughes or Stephanie Lazicki
Re: Contract No. 10322
(310) 458-2220 extension 2062
Stephanie.Lazicki@SMGOV.NET

with a copy to: Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, California 90401
Attention: City Attorney
Re: Contract No. 10322

6.2 All notices, demands, requests or approvals to County:

Los Angeles County Department of Consumer and Business Affairs
500 West Temple Street, Suite B96Los Angeles, California 90012
Attention: Albert Navas, Administrative Services Manager III
(213) 974-9756
anavas@dcba.lacounty.gov

7. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of County or any of County's agents, employees, or subcontractors, except as otherwise provided in this Agreement.

8. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement.

This Agreement may be modified only by written agreement signed by City and County, and approved as to form by the City Attorney.

9. **Insurance.** Prior to commencing work, County must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by County or County's agents, representatives, employees or sub consultants for the duration of this Agreement. County must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.

   County, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). A certificate evidencing coverage or a letter evidencing self-funding will be provided to City after execution of this Agreement'.

10. **Defense and Indemnification.**

    10.1 County agrees to defend, indemnify, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") arising from or connected with the acts, errors and/or omissions of County, or County's employees, agents, officers, and subcontractors (collectively, "County"), arising from or relating to this Agreement.

    10.2 The City agrees to defend, indemnify, and hold harmless the County from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") arising from or connected with the acts, errors and/or omissions of the City, including, but not limited to, acts, errors and/or omissions related to the City's representation and warranty that its minimum wage ordinance and related rules and regulations are duly adopted, legally enforceable, and compliant with all applicable state and federal laws; concerning the City's authority to adopt and enforce its minimum wage ordinance; and the City's authority to confer responsibility for such enforcement to the County as contemplated in this Agreement.

11. **Prohibition Against Transfers.** County may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee

acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

12. **Permits and Licenses.** County, at its sole expense, must obtain and maintain during the term of this Agreement all required business and professional permits, licenses and certificates.

13. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

14. **Default and Termination.**

    14.1 The City or County may provide written notice of default if City or County fails or refuses to perform any of the provisions of this Agreement. If the default is not cured within a 90-day period or agreed upon reasonable time after the City's or County's written notice of default, City or County may terminate this Agreement by written notice of termination to City or County. Termination will be effective 5 days after delivery of notice of termination.

    14.2 The City and County have the option, upon mutual agreement, of terminating this Agreement by giving 90 days' written notice to City or County. Upon termination of this Agreement, City will pay County any compensation earned and unpaid up to the effective date of termination.

    14.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations that would otherwise accrue subsequent to the date of termination.

15. **Compliance with Law.**

    The Services provided by County pursuant to this Agreement must comply with all laws of the State of California and the United States, and all ordinances, rules, and regulations enacted or issued by City.

16. **Discrimination.** County may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

17. **Nuisance.** County may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

18. **Maintenance of Records.**

    18.1 County must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subcontractor costs, or other direct costs. County must keep the records,

together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.

18.2 County must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. County must clearly identify all records and make them readily accessible to the City. At the City's request, County must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

19. Inspection of Records.

19.1 County must allow the City to have free access to County's books and records and to inspect all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit County's books and records related to this Agreement, and County agrees to cooperate with any such examination of its books and records. If the City determines any amounts are due and owing to the City and the County agrees on the amount, the County shall forward those undisputed amounts to the City within a reasonable amount of time (not to exceed 90 days) from presentation of the City findings to the County. If the County disputes an amount identified as due and owing, then such disputed amounts shall be subject to the dispute resolution procedure specified in Section 5. Notwithstanding the foregoing, the County shall not be required to provide records or information it may not disclose due to applicable law or contractual obligations limiting or otherwise restricting disclosure, without a court order authorizing such disclosure.

19.2 At the City's discretion, the City may retain an independent, third party auditor, subject to prior approval by the County, which approval shall not be unreasonably withheld, and that auditor shall have equal access to the County's books and records related to this Agreement as the City for purposes of conducting an audit of the County's services. If the City's auditor determines any amounts are due and owing to the City, and the County agrees, the County shall forward those amounts to the City within a reasonable amount of time (not to exceed 90 days) from presentation of the City auditor's findings to the County. If the County disputes an amount identified by the City's auditor as due and owing, then such disputed amounts shall be subject to the dispute resolution procedure for invoices specified in Section 5.

19.3 In the event that the City's auditor identifies misconduct by the County related to fraud, misrepresentation, or non-performance, that, in the auditor's judgment and according to professional auditing standards, constitutes "substantial and material", the City may recoup the City's auditor's fee for performing the audit from the County, but in no event shall such cost exceed $20,000 per audit, per year. Under no circumstances shall County's liability for

administrative fines owed to the City exceed the amount of administrative fines actually owed by and collected from employers. If the County disputes the auditor's determination, then such dispute shall be subject to the dispute resolution procedure for invoices specified in Section 5.

20. **Work Product; Reports.**

20.1 Any work product prepared or caused to be prepared by County or any subcontractor for this Agreement will be the exclusive property of City. No work product given to or prepared by County or any subcontractor pursuant to this Agreement may be made available to any individual or organization by County without prior written approval by City.

20.2 At the City's request, within 30 days County must furnish reports concerning the status of the Services.

21. **Standard of Care.** County agrees to provide all Services, including services performed by any subcontractor, in a manner consistent with the level of care and skill ordinarily exercised by members of County's profession currently practicing in the same locality under similar conditions.

22. **Subcontractors.**

22.1 If County proposes to have any subcontractor perform any part of the Services, County will inform the City in advance, describing the scope of work to be subcontracted, the name of the proposed subcontractor, and the total price or hourly rates used in preparing an estimated cost for the subcontractor's services. For any work that is subcontracted over $20,000, the County must first seek City approval of the subcontract and the City, in its sole discretion, may deny the request.

22.2 County will be responsible for the quality of any subcontractor's work. Every subcontract or agreement of any kind entered into between County and any subcontractor (or between any subcontractor and others) must contain the following provision:

> This agreement is consistent with all terms and conditions of the Enforcement Services Agreement No. _____ (CCS) entered into between the City of Santa Monica and County of Los Angeles on _____.

23. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.

24. **Venue and Jurisdiction.** The City and County agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.

25. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

26. **Exhibits.** The following exhibits are incorporated by reference into this Agreement as though fully set forth herein.

Exhibit A	Scope of Services
Exhibit B	Compensation Amount and Budget
Exhibit C	Insurance Requirements

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

DENISE ANDERSON-WARREN
City Clerk

APPROVED AS TO FORM:

LANE DILG
City Attorney

ATTEST:

CELIA ZAVALA
Executive Officer
of the Board of Supervisors

CITY OF SANTA MONICA,
a municipal corporation

By: _____
RICK COLE
City Manager

COUNTY OF LOS ANGELES

By_____
Chair, Board of Supervisors

By_____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By_____
Deputy County Counsel

Exhibit A
Scope of Services

The County, through its Department of Consumer and Business Affairs (DCBA), shall provide wage enforcement services to the City. These services will include communication, outreach, enforcement, and other activities to assist the City in making Santa Monica workers aware of the Santa Monica Minimum Wage Ordinance ("Wage Ordinance") requirements, and to ensure employer compliance, protect worker rights, and provide wage claim intake and enforcement services.

The City will prepare and execute administrative hearings. The City will provide County staff training on the City ordinance, and will respond to questions as needed. The City will provide space on an as-needed basis for County staff enforcement activities including, but not limited to: prepare investigative reports, meet with workers and businesses, conduct office hours, and interview witnesses. The City will pay the County for outreach and enforcement services, including County's internal DCBA staff training related to Santa Monica outreach and enforcement; and printed materials based on the level of services provided according to an hourly fee and direct costs reimbursement, as set forth in Exhibit B.

The County will provide the following services:

1. **Communication and Outreach**
   a) Respond to telephone calls, emails, and written correspondence from Santa Monica workers with answers to general questions about the Wage Ordinance and enforcement process. Answer questions and provide clarification to workers in the languages as determined by DCBA.

   b) Advertise and promote County's enforcement services in printed material, postings, and at outreach events specific to Santa Monica and as applicable.

   c) Provide online assistance through a multilingual landing page on DCBA's website to answer questions and receive complaints from the public regarding the Wage Ordinance. This page will be linked to the City's minimum wage information website. It will also provide clearly marked information to distinguish any process or information that is specific to Santa Monica workers from that pertaining to the County.

   d) As requested by the City, and with prior review and approval by the City, prepare and provide informational materials to disseminate to the appropriate

employee communities alerting them of the Wage Ordinance. This will include information educating workers on how to file a complaint.

Compile and submit quarterly enforcement statistics to the City. These will inform the City and public about the types of violations occurring within Santa Monica and the outcome of these violations, including the amounts of back wages collected and penalties assessed. The submission shall include, but is not limited to, the following information: the number of open cases, the businesses complained against, cases opened, the type of complaints, the number of cases closed and their disposition, average case closure time for cases not involving any administrative hearing or court process, average case closure time for all cases, number and type of correction orders issued, the number of administrative citations issued, collections rate on the citations, and the number of cases submitted to administrative hearing. DCBA staff will monitor cases, and report to the City on a quarterly basis. The monitoring report will include number of administrative hearing cases submitted to Superior Court pursuant to Government Code Section 53069.4 ("Superior Court Review") with the status and outcome of each such review; the number of cases pending writ or other civil judicial review; and the number of cases submitted to the Santa Monica City Attorney's Office ("City Attorney's Office") for criminal prosecution with the status and outcome of each such review. The County will provide the City with the number of proactive visits made to businesses, where applicable, on a quarterly basis. After the first year of this Agreement, the City and County determine together what additional information, if any is to be included in these statistical reports. In the case that any of the data in this section is not available at the time of a quarterly report, County will report the reason that information is not available, and will include the missing data in the next reporting period.

2. **Enforcement**

a) **Initial Contact.** DCBA staff will answer questions from Santa Monica workers and employers. Counselors will provide information related to the complaint process and answer general questions, and will be available for any walk-in inquiries at any of DCBA's public counters, and at office or meeting spaces provided by and within the City on an as-needed basis. Counselors will also accept complaints over the phone.

b) **Proactive Visits.** DCBA will conduct proactive visits to employers located in the City to ensure that the employer has the necessary information regarding the minimum wage rates, is aware of posting and payroll requirements, and is

in compliance with the Wage Ordinance. These visits are designed to be informative rather than punitive. The number of compliance visits will be mutually determined by the City and County.

c) **Complaint Intake.** The County will provide various means through which to accept complaints alleging Wage Ordinance violations, including in-person, telephone, online or email. This will include taking anonymous tips. DCBA staff will conduct an initial complaint review to determine jurisdiction, and will assign an investigator if the complaint falls within the City's jurisdiction.

d) **Investigation.** The assigned investigator will evaluate the case according to the following procedures, which may be adjusted from time to time by agreement between the City and County, and will include conducting site visits, preparing investigative reports, and determining claim validity depending on the outcome of each investigation. County may refer cases to the City for criminal prosecution when warranted.

The County has the authority, as part of its investigation, to conduct employee and employer interviews; observations; an audit of relevant documentation such as payroll, time cards, and employer policies, as appropriate; and additional investigative work as necessary.

e) **Enforcement Actions.** DCBA staff will pursue an administrative citation process for cases where a Municipal Code violation was substantiated based on the investigator's findings. DCBA may issue a correction order prior to the issuance of administrative citations for any violation of the Wage Ordinance pursuant to Santa Monica Municipal Code (SMMC) Section 4.62.100. Administrative citations will be issued according to the City's administrative citation process pursuant to SMMC Chapter 1.09. Citation fine amounts shall be based on the Wage Ordinance and associated schedule of fines adopted by resolution of the Santa Monica City Council. The County will respond to employer and employee inquiries related to the administrative citation process.

f) **Settlement Negotiations.** DCBA staff will conduct settlement negotiations as appropriate. The City Attorney's Office will review all settlement terms for final approval.

g) **Appeal and Hearing Process.** DCBA staff will work with the City Attorney's Office to prepare for and present the City's case in the appeal and hearing process pursuant to SMMC Chapter 1.09. The City will schedule the

administrative hearings. DCBA staff will promptly prepare an investigative report, including all supporting documents (e.g., photographs, audio and video recordings, interview transcripts, etc.) necessary to support the underlying citation, and be prepared to testify at the live hearing. If the employer further appeals the citation to Superior Court Review, DCBA staff shall be prepared to attend and testify at any subsequent court trial. City representatives will prepare and present the City's case. DCBA staff will work with the City Attorney's Office to prepare the administrative record, supply factual or investigative information, and perform supportive roles within their classification at any administrative hearings or subsequent legal action. The City Attorney's Office shall retain the right to elect to present any wage case in any administrative hearing or Superior Court Review hearing.

h) **Writ Review.** If an administrative hearing decision is challenged by a writ of mandate or other civil legal action, the County staff shall work with the City Attorney's Office to defend the hearing decision. The County staff shall, under the direction of and in cooperation with the City Attorney's Office, prepare the administrative record, supply factual or investigative information, attend court proceedings as necessary, and perform any other supportive roles within the classification of the County staff performing the work necessary to perfect the defense of the decision.

i) **Collection of Administrative Fines and Back Wages; Disbursement.** The County will work with employers to ensure all outstanding amounts are paid, assess any late fees as applicable, and take all necessary enforcement actions to promote compliance. The County will collect administrative fines on behalf of the City and will transfer this revenue to the City.

j) **Referral of Cases for Criminal or Civil Prosecution.** If administrative citations do not bring about compliance or if other circumstances warrant (e.g., repeat offenses, egregious violations), DCBA staff shall prepare a detailed investigative report about the case, including all supporting documents (e.g., photographs, audio and video recordings, interview transcripts, etc.) necessary to support the prosecution, and forward such cases to the City Attorney's Office for prosecutorial review. If the case is filed by the City Attorney's Office, DCBA staff will conduct follow-up investigative work (e.g., interview additional witnesses, gather additional audio/video or other documentary evidence), prepare additional investigative reports, and testify at court hearings.

k) **Probation Supervision.** DCBA staff shall be responsible for supervising and monitoring regulatory probationary terms ordered by a criminal court or stipulated judgment/settlement agreement authorized by a civil court, including but not limited to, back wage payments to individual employees, fine payments, enforcement costs payments, licensing requirements, and any other regulatory probationary requirements. If DCBA staff finds that a defendant is in violation of probation, DCBA staff shall promptly inform the City Attorney's Office, prepare an investigative report detailing the violations, testify at probation revocation hearings or contempt hearings, and provide support to perfect the probation revocation or contempt process.

3. **Overtime Work.** The City will reimburse the County for overtime work, as defined and noted below, consistent with County practice and subject to advance approval by the City as set forth below:

County employees are covered by the federal provisions on overtime, contained in the Fair Labor Standards Act (FLSA). Unless exempt, employees covered by the FLSA must receive overtime pay for hours worked over 40 in a workweek at a rate not less than time and one-half their regular rates of pay. Consequently, DCBA non-exempt employees covered by FLSA, who perform work pursuant to this Agreement beyond 40 hours per workweek (defined as a consecutive seven-day period) will receive overtime pay for those hours worked over 40 in a workweek at a rate not less than time and one-half their regular rates of pay.

The City will reimburse the County for overtime work in the following instances and under the following conditions:

a) **For legal proceedings requiring County presence.** The City will reimburse the County at applicable overtime rates when DCBA staff is required to appear at legal proceedings at a time that would normally result in overtime pay according to the definition set forth above. These instances may include, but may not be limited to, hours during which DCBA staff is on call or standby. In these cases, no advance agreement is required.

b) **For investigation work that must be completed within a limited time frame.** The City will reimburse the County at applicable overtime rates when, at the City's request or upon mutual agreement, an investigation requires work outside of regular working hours. In these cases, the City and County will agree in advance to anticipated overtime hours. This

agreement may be through email and must reference the investigation and purpose for completing expedited investigative work.

c) **For targeted proactive outreach.** The City will reimburse the County for proactive outreach with advance agreement and based on a proposed work plan that outlines planned outreach, proposed time frames, and estimated overtime hours. The County will prepare a proposal for each such instance, and the City's approval is required before such overtime work begins.

d) **For day-to-day investigatory and enforcement work.** The City will reimburse the County at applicable overtime rates when daily investigatory and enforcement work is necessary outside regular working hours, provided that the County must provide as much advance notice as possible and receive approval from the City before incurring such overtime. In instances where advance notice is provided and the County does not receive approval from the City before overtime work is to begin, the City will reimburse the County for no more than five hours of overtime work per week for the investigatory and enforcement work that pertains to the applicable notice. Notwithstanding the foregoing, County agrees to make its best efforts to perform daily investigatory and enforcement work within DCBA staff's regular working hours.

For all of the above cases, County will document overtime hours worked and include as a separate line item in invoices.

Exhibit B
Compensation Amount and Budget

The County will provide enforcement services based on an hourly personnel rate. The total amount will be based on the services set forth in Exhibit A, including but not limited to education and outreach, advertising, counseling, investigation, compliance, testimony at hearings, training, and consulting, provided by the County.

Hourly Rate

$146.05 per hour.

This amount may increase annually by a cost of living adjustment ("COLA"), not to exceed three percent in any one year, as defined in Section 4 of this Agreement.

Direct Costs

In addition to the hourly rate, the City will reimburse County for printing costs of any informational materials prepared in connection with communication and outreach services provided by the County. County will provide the City with a list of itemized costs and copies of receipts. Any such costs will be passed through to the City with no added mark-up.

Overtime Rate

The City will reimburse the County for overtime work as defined in Exhibit A, Section 3. The overtime rate will be one and one-half times the hourly rate established in this Agreement. This rate will increase commensurate with any approved COLA applied to the hourly rate.

$219.08 per hour

Compensation Amount

The total compensation of services invoiced will not exceed $125,000 annually, with a total not-to-exceed amount of $875,000 over the full term of this Agreement, including all extension options, and including overtime work performed and reimbursements as authorized.

Exhibit C
Insurance Requirements and Verifications

Professional Services Agreement Insurance Requirements – No Professional Liability

County shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the County, its agents, representatives, employees or subcontractors.

Minimum Scope/Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease (see footnote #1).

If the Consultant maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain, the following provisions:

    a. **Additional Insured Status (CGL):** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as Insurance Services Office Form CG 20 10 11 85.

b. **Primary Coverage (CGL and Auto):** For any claims related to this Agreement, the Consultant's insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. **Notice of Cancellation (all policies):** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.

d. **Waiver of Subrogation (all policies):** Consultant hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City of Santa Monica by virtue of payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Consultant to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Consultant shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Consultant, the City may deduct from sums due to the Consultant any premium costs advanced by the City for such insurance.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

Footnotes

1: Workers' Compensation insurance coverage is not required if the Consultant does not have employees. The Consultant must, however, execute the City's Workers' Compensation Coverage Exemption Declaration Form.

Voting Solutions for All People (VSAP): Creating the Voting Experience of the Future

August 15, 2019 – Operations Cluster Update

Vote Center Placement Project

Vote Center Placement Project

- Conducted 67 community meetings
- Received public input on where to place vote centers
- Over 2,300 people attended and provided input
- Identified 2,000 potential locations
- Identified 250 VBM drop-off centers

Currently assessing all locations and drop-off centers

Test Labs

Goals for Test Labs

- Identify system glitches/bugs
- Identify process delays
- Resolve all identified glitches and delays prior to March 2020

Test Labs

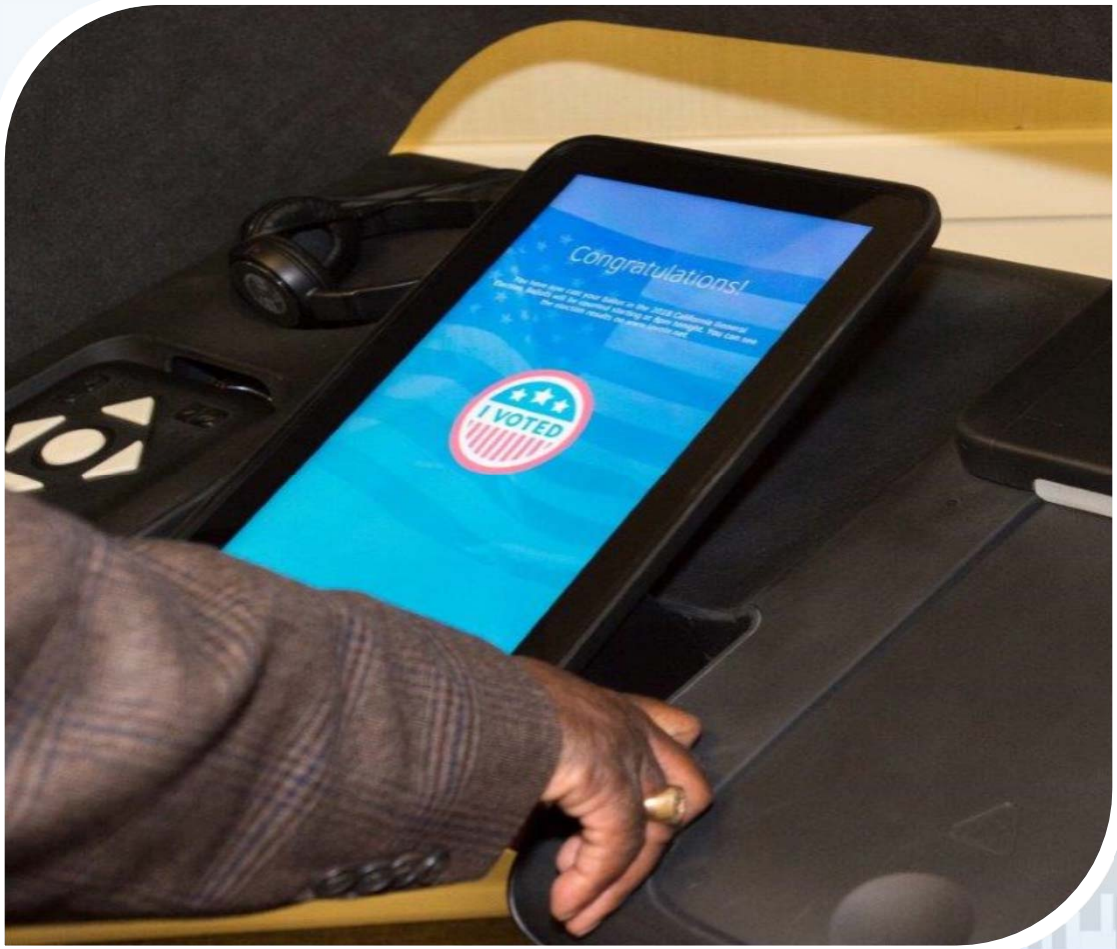
- Completed Test Labs 1.0 & 2.0
- Test Lab 2.5 is currently underway
- Test Lab 3 scheduled to begin later this month

Mock Election

Mock Election 2019

- Media campaign to launch Aug. 19, 2019
  - Radio ads
  - TV commercials
  - Social and Digital media
  - CBO partners
  - Multilingual outlets
  - Celebrity endorsements
- Provide the public an opportunity to visit a vote center and use the new devices
- Up to 50 vote center locations

Mock Election scheduled for the weekend of September 28-29, 2019



Demo Centers

Demo Centers

- Similar to in-house VSAP Lab
- Raise awareness to the upcoming changes
- Provide locations throughout the County for public interaction
- 10 total locations (rotating)
- Opportunity for interaction if voters miss Mock Election

Demo Centers scheduled October 2019 – January 2020

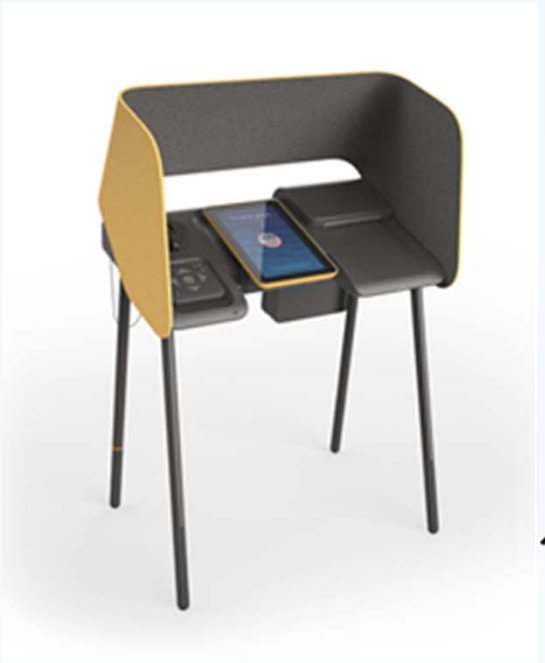
Pilot Election

Local and Municipal Elections

- Pilot plan submitted to Secretary of State
- Meets requirements of Elections Code 19209 (based on SB 360)
  - Limited-use
  - Audit requirements

Goals for Pilot Election

- Voter and staff interaction with BMDs and ePollbooks in a live election
- Additional check for operational staff
- Test VSAP Tally System Version 2.0 for ballots cast on BMDs



Pilot Election scheduled November 5, 2019

Election Administration Plan

- Requirement of VCA
- Vote locations/outreach plan
- Notice of Draft EAP - Oct.2019
- Public Hearings on Draft EAP
- Notice of Amended Draft EAP
- Final EAP Adopted
- Submission of EAP to SOS

CALIFORNIA VOTER'S CHOICE ACT

EAP outreach scheduled September – December 2019

Promoting VSAP Through Partnerships

Partner with the RR/CC

- Building collaborative partnerships
- English and ML materials available
- Presentations, trainings and outreach events have already been conducted with 138 CBOs and 71 governmental agencies with more scheduled daily
- Adopt-a-Vote Center
- Mock Election
- Demo Centers
- Pilot Election
- Social media promotion

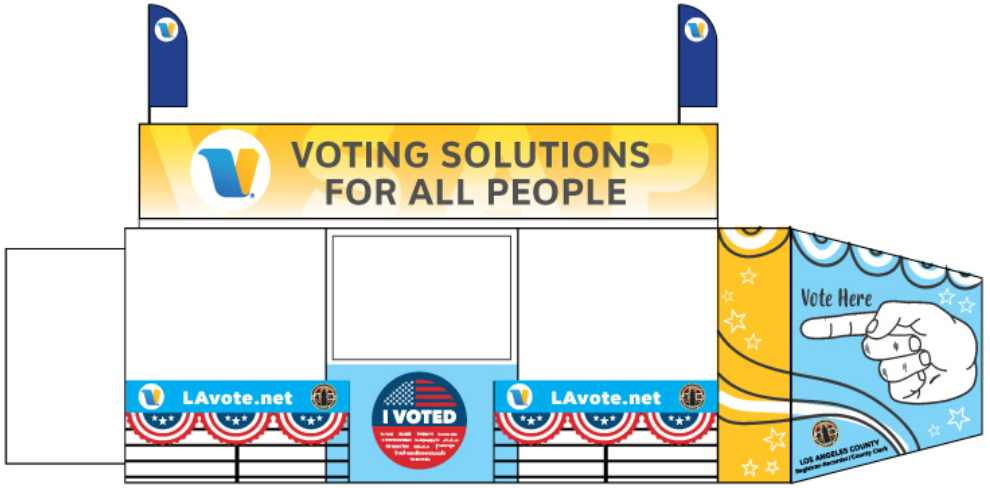
Mobile Vote Centers

Mobile Vote Centers

- Raise awareness and provide voting services at high traffic events and community festivals
- Contingency plan if vote centers lose power or are overwhelmed and need to be supplemented
- Areas that are unable to host a vote center due to accessibility, availability of power or network factors.

Types of Vote Centers

- Mobile vote centers
- Pop-up vote centers
- Targeted Flex vote centers



New Facilities

Tally & Canvass Center – Downey

- Complete build out expected by October 2019
- Currently installing electrical & data systems
- House new scanning machines for BMDs

VSAP Operations Center – Whittier

- Brand new site for County, in process of build out
- House all BMD units and BMD Manager
- Work stations for BMDs to be inspected, programmed, and stored

County Employee Election Workers

County Employee Volunteers

- Previously known as the County Employee Pollworker Program
- RR/CC staff to work at the first 250 vote centers opening Feb. 22, 2020 (E-10)
- Recruit volunteer County employees to serve as Vote Center leads for the remaining 750 vote centers opening Feb. 29, 2020 (E-3)
- Recruit an additional 5,000 volunteer County employees to serve as Vote Center workers for all 1,000 vote centers starting Mar. 2, 2020 (E-1)

Certification

Secretary of State Certification

- First publicly-owned voting system to go through certification
- VSAP system must be certified by the Secretary of State (SOS) before full implementation
- Smartmatic is contractor responsible for facilitating certification process with SOS
- Kick-off date was July 16, 2019 – estimated certification completion date is December 2019

Funding Sources

Remaining Funding Sources (estimates)

HAVA – 301	$ 2,416,000
HAVA – Outreach	$ 8,000,000
Proposition 41	$ 46,196,000
State FY 18-19	$ 32,267,000
State FY 19-20	$ 26,421,000
State Outreach	$ 1,500,000

TOTAL = $116,800,000