



DEAN C. LOGAN
Registrar-Recorder/County Clerk

LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 19, 2023

40 December 19, 2023

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


CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

REQUEST APPROVAL OF CONTRACT #23-019 WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department) requests approval to execute Contract #23-019 with Extract Systems (Contractor) to provide Restrictive Covenant Modification Program Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a Contract with Contractor substantially similar to Attachment 1, to provide Restrictive Covenant Modification Program Services, for an initial period of five (5) years, with two (2) additional one-year periods and six (6) month-to-month extensions, for a total maximum Contract term of seven (7) years and six (6) months, for a total Contract sum of \$7,837,395.22 which includes both the initial term and all optional and extension terms.
2. Delegate authority to the Registrar-Recorder/County Clerk (RR/CC), or designee, to prepare and execute future amendments to extend the initial five (5) year Contract for two (2) one-year options and six (6) month-to-month extensions.
3. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy

Terms and Conditions; (2) reflect changes in State and County legislation; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.

4. Delegate authority to the RR/CC, or designee, to execute changes to the estimated contract amount up to an additional ten percent (10%), or \$783,739.52, of the maximum Contract amount, to account for any unforeseen increases provided Chief Executive Office (CEO) and County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or designee, to terminate the contract provided County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this contract is to procure and implement a system and processes to support the implementation of Assembly Bill (AB) 1466, which went into effect on January 1, 2022, and amended Government Code section 12956.1, thereby requiring County Recorders to address and remove discriminatory language in historical documents. Restrictive Covenants (RC) are clauses in original recorded documents that contain unlawful restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.

As it relates to this Restrictive Covenant Modification (RCM) project, the Department will work with the Contractor to implement a system for reviewing all documents recorded in Los Angeles County from the 1850s to the present in order to identify and redact these RCs. Under this law, redaction includes the process of rerecording a document that originally contained unlawful restrictive language but, when presented to the recorder for rerecording, no longer contains the unlawful language or the unlawful language is masked so that it is not readable or visible.

The Department does not know for certain which documents may contain restrictive language and intends to search its archive in its entirety (approximately 450,000,000 pages). All document types are planned to be reviewed starting with the most recent documents that are already imaged and working backwards to 1850 until completion.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Strategy III.3 - Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Service Excellence: Provide the public with effective delivery of services within the County by implementing integrated services to comply with legislative mandates contained in recorded documents available for public viewing while effectively managing existing resources. This program will be funded pursuant to AB 1466 by authorization from the County's Board of Supervisors, which was granted April 1, 2022, in accordance with applicable constitutional requirements, which authorizes a county recorder to impose a fee of \$2 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded for the purpose of funding the restrictive covenant programs established under these provisions. Doing so will allow the County to comply with new and/or revised State statutes and provide enhanced services at no additional cost to the County.

Racial Equity Strategic Plan/Anti-Racism, Diversity, and Inclusion (ARDI) Initiative

This program supports the County's Racial Equity Strategic Plan/Anti-Racism, Diversity, and Inclusion (ARDI) Initiative by addressing discriminatory language on previously recorded documents which are currently part of the public record. This program addresses historical factors (e.g., spatial and racial disparities and inequities) that helped produce racial disparities and presents a vision for a new reality in the County.

FISCAL IMPACT/FINANCING

The total contract sum is \$8,621,134.74. This includes \$7,837,395.22 for the initial term and all option terms, and \$783,739.52 (10 percent) to account for unforeseen increases provided that approval to do so is obtained from both the CEO and County Counsel.

The AB 1466 program is fully funded by a \$2.00 recording fee for current documents submitted to the Department and does not require net County cost. The Department anticipates collecting approximately \$2,500,000 per fiscal year, along with projected revenue in the current fiscal year, for the period of 2024 through 2031. The revenue collected is budgeted in a special revenue fund with all related program expenses charged to this fund. In the event that there are insufficient funds to cover program costs, the Department would scale back throughput or identify processes that can be charged to the Recorder Micrographics special revenue fund to supplement the difference.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Per AB 1466, and Government Code Section 12956.3, county recorders shall establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants. This program shall include the following: review of all records for unlawfully restrictive language, County Counsel approval of unlawfully restrictive language prior to redaction and rerecording, the maintenance of each original nonredacted record for public request needs, and periodic status reports of progress.

Pursuant to authorization received from the Board of Supervisors March 1, 2022, per GC 27388.2, and in accordance with applicable constitutional requirements, the county recorder began imposing a fee of two dollars (\$2.00) to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, for the purpose of funding the restrictive covenant modification program established under these provisions. The bill exempts certain documents from the fee established pursuant to these provisions and would prohibit a county recorder from charging the \$2.00 fee after December 31, 2027, unless the fee is reauthorized by the Board of Supervisors for a maximum of five (5) additional years. A Special Revenue Fund B33 has been created for the purpose of tracking and collecting the above fee. The Department started collecting this fee on April 1, 2022, after approval from your Board and thirty (30) days initial notice given to the general public.

The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and CEO requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) was consulted with regard to the information technology (IT) components of this request. The OCIO determined this recommended action includes new IT items that necessitate a formal CIO Analysis (Attachment 2).

The contract contains Board required provisions including those pertaining to consideration of qualified County employees targeted for layoff, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Duty Ordinance, and Child Support Compliance Programs. In addition, the Contractor is required to notify the County when the contract term is within six (6) months from expiration and when seventy-five percent (75%) of the authorized Contract amount has been expended.

CONTRACTING PROCESS

The Department issued a Request for Proposals (RFP) #22-001 on October 11, 2022, on the County's "Doing Business with the County" website for proposals from firms that provide Restrictive Covenant Modification Program Services. Additionally, solicitation letters were sent to viable service providers found via market scan and Internet search. The Proposers' Conference was held online on October 19, 2022 and attended by thirteen (13) vendors.

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. The Department received submissions from seven proposers. Four submissions were disqualified as a result of either incomplete submissions or extensive exceptions to Contract terms and conditions which were material enough to deem the proposal non-responsive. Disqualification reviews were requested by two proposers, which were conducted by the Department. The Department found no merit in either of the requests for review.

The three-phase evaluation process analyzed each proposer's ability to meet the minimum requirements, their business and cost proposals, and their respective finalist presentations, resulting in the Contractor's proposal being chosen as the top ranked, highest scored proposal. Therefore, this proposer is now recommended as the Contractor for this Contract. Debriefs were held with two Proposers. At the time of filing, there were no further protests as a result of this solicitation.

The CEO has reviewed and recommends approval of this Board Letter. County Counsel has reviewed this Board letter and approved it as to form. CEO Risk Management Branch has also reviewed and approved the insurance and indemnification provisions as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

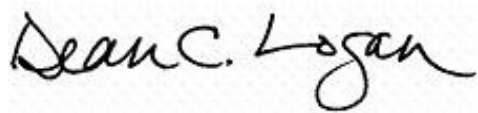
Approval of Contract #23-019 with the Contractor will ensure the County's compliance with the new State law and also enable the Department to develop and implement the requirements of AB 1466 through its newly established restrictive covenant modification program.

The Honorable Board of Supervisors

12/19/2023

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Respectfully submitted,

A handwritten signature in black ink that reads "Dean C. Logan". The signature is written in a cursive, flowing style.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

A handwritten signature in blue ink that reads "Peter Loo". The signature is written in a cursive, flowing style.

Peter Loo

Acting Chief Information Officer

DCL:JG:AB

MB:JP:JS

VW:jw

Enclosures

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



CONTRACT #23-019

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

EXTRACT SYSTEMS

FOR

**RESTRICTIVE COVENANT MODIFICATION
PROGRAM SERVICES**

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1-IT Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - F2-IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
 - F3-IT Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Definitions
- M** Debarment Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
EXTRACT SYSTEMS
FOR
RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20____ by and between the County of Los Angeles, hereinafter referred to as County and Extract Systems, hereinafter referred to as "Contractor". Contractor is located at 8517 Excelsior Drive, Madison, Wisconsin 53717.

RECITALS

WHEREAS, the County, through its Registrar-Recorder/County Clerk (RR/CC) is authorized under California Government Code section 12956.3 to establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants in violation of Government Code section 12955(l). In addition, the County is authorized under Government Code section 31000 to contract with private businesses for special services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing Restrictive Covenant Modification Program Services; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence, and sufficient staffing to perform under this Contract; and

WHEREAS, the Contractor has submitted a proposal to the County's Registrar-Recorder/County Clerk (Department) for Restrictive Covenant Modification Program Services ("Services"), and as a result of a solicitation conducted using the Request For Proposal (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the County desires that Contractor provide, and Contractor agrees to provide the Services for the Department in accordance with the terms and conditions set forth in this Contract; and

WHEREAS, the Board has authorized the Department to administer this Contract;

NOW THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein), and the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution (Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Definitions
Exhibit M	Debarment Certification

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

2 DEFINITIONS

- 2.1** All capitalized terms, words and phrases shall have the meaning given in Exhibit L (Definitions) whenever used in this Request for Proposals (RFP), including the body of the RFP, Contract, including the body of the Contract and Statements of Work, Attachments, Appendices, and Schedules hereto. Capitalized terms not otherwise defined in Exhibit L (Definitions) shall have the meanings ascribed to them in the document in which they appear. In the event there is a conflict between how a term is defined in Exhibit L (Definitions) and any other portion of the RFP or Contract, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in this Exhibit L (Definitions), (b) how that term is defined in the body of the RFP or Contract, (c) how that term is defined in the Statement of Work, and (d) how that term is defined in the other Exhibits,

Appendices, Attachments, or Schedules pursuant to Section 1 (Applicable Documents). Unless otherwise specified in Exhibit L (Definitions), all references in Exhibit L (Definitions) to Sections shall refer to the respective Sections of the body of the Contract (rather than the Exhibits or Appendices thereto).

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth 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 will be deemed to be a gratuitous effort on the part of the contractor, and the contractor must have no claim whatsoever against the County.

4 TERM OF CONTRACT

- 4.1** The term of this Contract will be for five (5) years commencing upon execution by the Parties after approval by the County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) 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 Department Head or designee as authorized by the Board of Supervisors.

The County maintains a database that tracks/monitors the Contractor's performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.3** The Contractor must notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to Department 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 seven million eight hundred thirty-seven thousand three hundred and ninety-five dollars and twenty-two cents (\$7,837,395.22) as specified in Exhibit B (Pricing Schedule).

- 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 and fixed prices for the Term of the Contract. The RR/CC, or designee, at their sole discretion, may increase the Contract Sum up to a maximum of ten percent (10%) of the Contract Sum or seven hundred eighty-three thousand seven hundred thirty-nine dollars and fifty-two cents (\$783,739.52) over the Term of the Contract, including any extensions thereof.
- 5.1.3 In addition to any other Contract modification requirements under the Contract, an Amendment to the Contract Sum shall be prepared and executed by the Contractor and by the RR/CC or designee, provided County Counsel approval is obtained prior to execution of such Amendment.
- 5.1.4 The maximum Contract Sum shall not exceed eight million six hundred twenty-one thousand one hundred thirty-four dollars and seventy-four cents (\$8,621,134.74).

5.2 Written Approval for Reimbursement

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

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

- 5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).
- 5.5.3 The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract must be submitted electronically (via email) to the County, or if by mail, in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk
 Financial Services Section
 12400 Imperial Highway
 Room 7213
 Norwalk, CA 90650
 E-mail: accountspayable@rrcc.lacounty.gov

5.5.6 County Approval of Invoices

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

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

5.6 Holdbacks

County will hold back fifteen percent (15%) of the amount of each deliverable submitted by the Contractor under this Contract, prior to Final Acceptance and approval by the County, pursuant to this Section 5.6 (Holdbacks), and shall be due and payable to the Contractor in accordance with the below schedule and conditions, all further subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor, including, but not limited to, any amount arising from Section 8.26 (Liquidated Damages) and any partial termination of any task or Deliverable set forth in Exhibit A (Statement of Work) provided herein.

- (a) Seven and a half percent (7.5%) of total holdback per deliverable will be due and payable upon Final Acceptance of each deliverable upon release after User Acceptance Testing.
- (b) Seven and a half percent (7.5%) of total holdback per deliverable will be due and payable upon Final Acceptance of each deliverable upon release after the cutover/production.

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

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

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

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

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

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

6.4 County's Contract Project Monitor

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

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.2 Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.5 Background and Security Investigations

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

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

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

- 7.5.2 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all 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 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Change Orders, and Change Notices

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

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

8.1.3 The Department Head or designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). The contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to

the Contract must be prepared and executed by the contractor and by the RR/CC or designee with written approval by County Counsel.

- 8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written Change Notice may be prepared and executed by the RR/CC or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within thirty (30) business days after the Contract effective date, the contractor must provide the County with the contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in the contractor's policy, the contractor must make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.1.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

8.5.1.7 Copies of all written responses must be sent to the County's Project Manager within 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 must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all 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) will be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry,

age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, contractor certifies to the County:

- 8.7.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

8.8.2.2 For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and

has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

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

8.9 Conflict of Interest

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

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

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

8.11 Consideration of Hiring GAIN-GROW Participants

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

GAINGROW@DPSS.LACOUNTY.GOV 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 must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors (<https://sam.gov/content/home>) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>). County reserves the right to monitor federal, state, or local level databases at any time during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1)

violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of

the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs must

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

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

8.17 Employment Eligibility Verification

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor must obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.
- 8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.
- 8.22.4 The contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum

insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates must be provided to County not less than ten (10) days 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 must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must 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), will be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements must be sent to:

Department of Registrar-Recorder/County Clerk
 Contracts and Grants Section
contracts@rrcc.lacounty.gov

E-mail Subject Line: "Certificate of Insurance
 Contract #23-019"

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

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

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

8.24.4 **Cancellation of or Changes in Insurance**

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

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. 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 must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

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

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any contractor deductible or SIR. 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 must 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 will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

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

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

8.25 **Insurance Coverage**

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

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

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

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

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Intentionally Omitted**

8.25.4.2 **Intentionally Omitted**

8.25.4.3 Intentionally Omitted**8.25.4.4 Intentionally Omitted****8.25.4.5 Intentionally Omitted****8.25.4.6 Cyber Liability Insurance**

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least \$2,000,000 per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract.

The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request.

The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.25.4.7 Intentionally Omitted**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 Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 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 must 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 will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
 - 8.28.2.1 That contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2 That contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 The contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of

race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

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

8.34 Notices

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

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

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

8.37 Publicity

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

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

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

8.38 Record Retention and Inspection-Audit Settlement

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

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

8.38.3. Failure on the part of the contractor to comply with any of the

provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the contractor desires to subcontract, the contractor must provide the following information promptly at the County's request:
- 8.40.2.1 A description of the work to be performed by the subcontractor.
 - 8.40.2.2 A draft copy of the proposed subcontract; and
 - 8.40.2.3 Other pertinent information and/or certifications requested by the County.

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

Department of Registrar-Recorder/County Clerk
 Contracts and Grants Section
contracts@rrcc.lacounty.gov

E-mail Subject Line: "Certificate of Insurance Contract #23-019"

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

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

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

8.42 Termination for Convenience

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

8.43 Termination for Default

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

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.
- 8.44.2 The contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the contractor. The contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - 8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;
 - 8.45.1.3 The appointment of a Receiver or Trustee for the contractor;
or

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

8.53 Time Off for Voting

The contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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 subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

9.3 Patent, Copyright and Trade Secret Indemnification

- 9.3.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

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

9.3.3 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 Intentionally Omitted

9.5 Data Destruction

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

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

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

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

10 SURVIVAL

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

CONTRACTOR

DEAN C. LOGAN

Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON

County Counsel

By

JASON CARNEVALE

Deputy County Counsel

CONTRACT FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW) AND ATTACHMENTS

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SOW ATTACHMENTS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)
- 3 Document Volume
- 4 Restrictive Covenant Modification Letter
Restrictive Covenant Modification Letter (with Legend)
- 5 Sample Restricted Covenant (RC) Language Process
- 6 Sample Restricted Covenant (RC) Terms
- 7 Task/Deliverable Acceptance Certificate

STATEMENT OF WORK (SOW)

1 BACKGROUND

The County of Los Angeles Department of Registrar-Recorder/County Clerk (Department) 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.

2 SCOPE OF WORK

The Department seeks a contractor to provide Restrictive Covenant Modification Program services and system to meet the requirements of Government Code 12956.3, per Assembly Bill (AB) 1466.

Restrictive Covenants (RC) are language in original recorded documents that contain unlawful restrictions based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information. As it relates to this Restrictive Covenant Modification (RCM) project, the Department will outline the process for reviewing all documents recorded in Los Angeles County from years 1850s to the present to identify and redact these RCs as there may be some even after 1968 based on the re-recording of old legal descriptions or agreements which may be attached to recent recordable documents.

Redaction specifically means the process of rerecording a document that originally contained unlawful restrictive language but, when presented to the recorder for rerecording, no longer contains the unlawful language or the unlawful language is masked so that it is not readable or visible.

Additionally, contractor will be responsible for capturing Grantor/Grantee information in preparation for creating and adding those fields to the current Index through the Optical Character Recognition (OCR) process.

3 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 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to ensure 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:

- 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 QUALITY ASSURANCE PLAN

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

5.1 Meetings

Contractor is required to meet with the County Project Manager via conference call or in person as required. At the sole discretion of the County, County Project Manager may request a scheduled meeting to be virtual and/or in person at the Department. Failure to attend will cause an assessment of fifty dollars (\$50).

5.2 Contract Discrepancy Report (Attachment 1 Of This Exhibit A)

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within ten (10) workdays.

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. However, these personnel may not unreasonably interfere with the Contractor's performance.

6 DEFINITIONS

Please see Exhibit L (Definitions) of the Contract.

7 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

7.1 Personnel

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

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

7.2 Intentionally Omitted

CONTRACTOR

7.3 Project Manager

- 7.3.1 Contractor shall provide a full-time Project Manager and designated alternate. Contractor shall provide a telephone number and email address where the Project Manager may be reached on an eight (8) hour per day basis, during normal County business hours.
- 7.3.2 Project Manager shall act as a central point of contact with the County.
- 7.3.3 Project Manager shall have three (3) to five (5) years of experience, which must include experience with a public entity.

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.

7.4 Personnel

7.4.1 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.

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

7.5 Identification Badges

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

7.6 Materials and Equipment

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

7.7 Training

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

7.8 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls and/or emails received by the answering service within twenty-four (24) hours of receipt of the call.

8 HOURS/DAY OF WORK

- 8.1 County will provide a list of County-recognized holidays.

9 WORK SCHEDULES

- 9.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within two (2) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 9.2 Contractor shall submit revised schedules when actual performance differs from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) business days prior to scheduled time for work.

10 UNSCHEDULED WORK

- 10.1 The County Project Manager or his 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.
- 10.2 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 from County Project Manager or Director.
- 10.3 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 for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.
- 10.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 10.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

11 TASKS AND DELIVERABLES

Contractor shall work closely with County's project team, technical staff and key stakeholders to complete the Tasks and Deliverables. The County's Project Manager will review all Tasks and Deliverables and provide feedback or revisions. Upon finalization, the Project Manager will approve the Tasks and associated Deliverables.

The tasks and deliverables to be conducted and produced by the Contractor are listed and described below.

Task 1: Project Initiation, Kickoff/Timeline

Starting within one (1) month of approval of the Contract, the Contractor shall meet with the Project Manager and begin the project planning process. In the initial meeting, County will submit administrative, operational, and technical contact information (including name, phone number, and email address) to the Contractor.

The Contractor shall meet with the Project Manager and key business stakeholders via a formal Kickoff Meeting to initiate the project. The Contractor shall develop a Project Kickoff Presentation to be presented at the Kickoff Meeting that shall include, but not be limited to, the following:

- Project goals, objectives and success criteria.
- Roles of project stakeholders including the Project Sponsor, Project Management Team, Contractor Project Team, Business staff, IT staff, and any other key project team members.
- Project governance structure including decision-making responsibility and escalation paths.
- Preliminary project schedule detailing major phases and timeframes for key tasks throughout the project.
- Planned cadence for regular project status reporting, project status meetings and executive project status briefings.
- Plan for sharing project documents (e.g., expected document repository).
- Other topics as needed to effectively kickoff the project with key stakeholders.

Any decisions or agreements from the kickoff meeting will be documented by Contractor and submitted to the overall project team for review and acceptance.

Deliverable 1.1 – Project Kickoff Presentation

Task 1 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 1 and Deliverable 1.1 will be reviewed and approved by the Project Manager.

Task 2: Project Management

The Contractor shall draft a Project Control Document (PCD) that identifies high-level milestone descriptions and associated dates.

The Contractor shall provide a draft of the PCD to the Project Manager that includes, but is not limited to, the following:

- A detailed project plan that includes a description of major project tasks and milestones.
- Dependencies between major project tasks and milestones.
- Proposed timelines of major project events including a calendar of key “touch point” meetings with business stakeholder’s and their purpose.
- Proposed timelines for each deliverable.
- Project assumptions and constraints
- Project risk analysis (risks and risk mitigation strategies).
- Glossary of project terms and definitions.
- Quality Assurance Plan.
- Service Level Agreement (SLA) metrics as agreed upon by the Contractor and Project Manager.

Contractor shall meet with Project Manager to modify and finalize the PCD.

The Contractor shall co-chair weekly project meetings with the Project Manager. Contractor shall provide typed monthly status reports, to ensure all stakeholders are informed of the current state of the project. The weekly status reports shall include:

- Planned actions that were completed.
- Planned actions that were not completed with an explanation for the delay and new target date for completion.
- Unplanned actions that were completed.
- Actions in progress.
- Future activities.
- Issues requiring Project Manager’s attention.
- Alerts to issues that might impact the timely completion of duties.

Deliverable 2.1 – Project Control Document (PCD)

Deliverable 2.2.x – Weekly Project Status Reports and Weekly Meetings

Note: Deliverable 2.2.1 will be the first Weekly Project Status Report and Weekly Meeting.

Task 2 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 2 and Deliverables 2.1 through 2.2.x will be reviewed and approved by the Project Manager.

Task 3: Solution Design

During the design phase of the system, Contractor will conduct sprint demos for the Project Manager and County subject matter experts to obtain approval of completed system elements. These will occur on a flow basis, as design and configuration work is underway.

Contractor shall develop a comprehensive Solution Design Document to validate and articulate all business and technical requirements including any approved customizations,

along with the implementation and support approach that will be used by Contractor to develop and implement the solution. Contractor shall apply all configuration updates and system changes per the approved Solution Design Document and update the document accordingly. The Solution Design Document shall include the following sections:

- **Business Overview**

- Business Benefits.
- Solution Implementation Roles and Responsibilities.
- Out of Scope items.

- **Solution Design**

- Conceptual Solution Diagram.
- Business Capability Mapping.
- Documented Use Cases.
- Screen mock-ups, if needed.

- **Technical Architecture**

- Architecture Principal and Design Pattern.
- Conceptual Architecture Diagram.
- Information Architecture.
- Application Architecture.
- Security Architecture.
- System Performance.
- Data Storage, Backup and Retention Approach.

Contractor shall conduct meetings with the appropriate County subject matter experts as needed to iteratively develop, review, validate and finalize the Solution Design Document.

Deliverable 3.1 – Solution Design Document

Deliverable 3.2 – Completion of Solution Design and Configuration

Task 3 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 3 and Deliverables 3.1 and 3.2, which will be reviewed and approved by the Project Manager.

Task 4: Custom Development

Task 4.1 System Workflows

The Contractor shall provide a solution for processing a minimum of fifty (50) million Tag Image File Format (TIFF) Group 4 image pages per year through four (4) different full-page

Optical Character Recognition (OCR) and redaction-based workflows (detailed below). The solution shall be scalable should image processing demands change in the future, such as the need of an increase in volume. The solution should maintain a complete record of all data that is captured during the OCR process, in the event that new terms are added which must be searched for and redacted in the future.

The Contractor must provide the following four (4) custom workflows listed below through web application(s).

4.1.1 Workflow #1 (1850s - 1976) – The Department will be responsible for providing the digital images (from books and microfilm) to the Contractor for this workflow to assist in locating the RC and creating the index:

1. Contractor will provide full-page OCR to locate the following:
 - a. Restrictive Covenant (RC) language (see Workflow #4 Restrictive Covenant Modification (RCM) for more information.
 - i. If an RC term is found in a document, route to Workflow #4 and continue with the remaining steps in this workflow.
 - b. Instrument Number and/or Book and Page.
 - c. Recording Date.
 - d. Document Title.
 - e. Grantor/Grantee name(s).
 - f. Related Document (if exists).
 - g. Assessor Parcel Number (APN) (if exists).
2. Provide a Quality Assurance (QA) review screen/queue for staff to verify that fields are correct as compared to the image.

3. Export fields (b-g) in an Extensible Markup Language (xml) file to be imported into the Department's backend recording system along with the original unredacted image in TIFF Group 4 format.

Deliverable 4.1.1: Software that meets the needs outlined in Workflow #1 including software that OCRs the document to locate the RCM terms and index data, QA module, and data file containing the indexed fields.

4.1.2 Workflow #2 (1977 – December 31, 2023) – The Department has digital images and index for these years. Contractor will assist in locating the RCM terms:

1. Work with the Department to implement a Web Application Programming Interface (API) call to push the image and document number into Contractor's workflow for full-page OCR.
2. Contractor will provide full-page OCR to locate the following:
 - a. RC language – see Workflow #4 Restrictive Covenant Modification (RCM).

Deliverable 4.1.2: Software that meets the needs outlined in Workflow #2 including an integration to the County backend system to retrieve images to locate the RCM terms.

4.1.3 Workflow #3 (January 1, 2024 – going forward) – The Department will have digital images and Contractor will OCR to locate RCM and index data for grantor/grantee names only.

1. Work with the Department to implement a Web Application Programming Interface (API) call to push the image and document number into Contractor's workflow for full-page OCR.
2. Contractor will provide full-page OCR to locate the following:
 - a. RC language
 - If an RC term is found in a document, route to Workflow #4 and continue with the remaining steps in this workflow.
 - b. Grantor/Grantee name(s)
 - c. Related Document, if exists
3. Provide a QA review screen/queue for staff to verify that fields are correct as compared to the image.
4. Export fields in an xml file to be imported into the Department's backend recording system.

Deliverable 4.1.3: Software that meets the needs outlined in Workflow #3 including an integration to the County backend system to retrieve images to locate the RCM terms and grantor/grantee names.

4.1.4 Workflow #4 Restrictive Covenant Modification (RCM)

1. Full-page OCR locates a RC (see Sample RC Terms, SOW Attachment 6) and **HIGHLIGHTS** the term(s) for review through the QA module. Software must have the ability to add to the list of terms as needed.
2. Staff reviews through a QA module to confirm or deny that it is a RC term(s)
 - a. If confirmed that the term is a RC under this law, continue to next step.
 - b. Modify – The staff will need the ability to expand or modify highlighted language when needed.
 - c. If denied, skip over the document and continue with workflow.
3. Staff selects the “Confirm” button to electronically route the highlighted document to the Office of County Counsel for the County of Los Angeles (County Counsel).

This “Confirm” button will put these documents in a separate queue awaiting County Counsel review and approval.

4. County Counsel reviews the highlighted RC document, selects the Approve or Deny option:
 - a. If approved, the program will automatically mask/redact the full sentence(s) containing the approved restrictive terms and saves a TIFF Group 4 copy of the document for re-recording.
 - b. Modify – County Counsel will need the ability to modify when needed
 - c. If denied, the software will update the log data to show date/time of the denial for tracking purposes.
5. For those approved RCM, the workflow will prepare the RCM Form-Fillable PDF (see SOW Attachment 4) from the template:
 - a. County Counsel selection of approval box
 - b. County Counsel digital signature on the PDF (may not always be the same individual that does the review/approval)
 - c. Los Angeles County Registrar-Recorder/County Clerk (RR/CC) is the requesting party in the top left corner.
 - d. Insert the recording date, document number, or book and page of the RC.
 - e. The RR/CC is the submitting party with the electronic signature of the Department Head on behalf of the RR/CC.
 - f. Date form is populated and signed.

NOTE: Custom workflow should create two documents for County recording processes and historical records:

1. Original document imaged with RC language highlighted for historical or future purposes identified by book and page or document number.
2. Recordable document ready for the Department's backend recording system will contain the following combined into one multi-page TIFF Group 4 format:
 - i. The RCM form populated with the completed data and electronic signatures ready for recording.
 - ii. The original document with RC language masked.

Deliverable 4.1.4: Software that meets the needs outlined in Workflow #4 including Web-based queue and QA module for staff to access and review highlighted RCM terms, Web-based queue for County Counsel to access the list of pending documents, QA/Review module for County Counsel to review and approve, creation of the RCM form for County Counsel to digitally sign and include all other fields outlined in 4.4 item 5 above, integration to Department's backend system for recording purposes.

Task 4.2 System Roles

The system shall create at least 3 different user roles with different permissions levels necessary to perform various functions in the system.

Roles needed include:

- Administrator: full access to all areas in the system.
- Reviewer: quality control team to review all identified restrictive covenant terms identified by the system to be submitted to approver.
- Approver (i.e. County Counsel): approve the identified restrictive covenant terms to be redacted and re-recorded and signature overlaid on the RCM Form.

Deliverable 4.2.1 – The system shall create up to at least three different user roles with different permission levels necessary to perform various functions in the system.

Task 4.2 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 4.2 and Deliverable 4.2.1 will be reviewed and approved by the Project Manager.

Task 5: Solution Integration

Contractor shall be responsible for creating a seamless integration between the Restrictive Covenant Modification Program Services/System and the RRCC's in-house Joint Enterprise Document Infrastructure (JEDI) application to transfer/update data back and forth. Contractor will be responsible when any functional, security, or technology issues arise related to the integration with JEDI and will provide immediate resolution and regression testing of all impacted components.

Contractor shall work with County on integration requirement synch, scope, acceptance, and setting thresholds.

Contractor shall be responsible to develop all interfaces and integration between the Restrictive Covenant Modification Program Services/System and the RRCC's in-house JEDI application. Contractor will:

- Develop an Interface Specifications document that describes each interface being developed and implemented.
- Develop a release schedule for interfaces.
- Iteratively build the interfaces until the full build of the interface content and functionality is complete.
- Leverage the integration platform to implement the integration with internal and external systems outside the Restrictive Covenant Modification Program Services/System.
- Regularly release new functionality in a structured and scheduled manner to the County and test environment.
- On an ongoing basis, provide the County Program Manager with an updated release schedule reflecting the new content and functionality delivered in each recent release of the interface.
- Report weekly on progress toward complete build and alert the County of any issues or risks.
- Notify the County when each interface has been fully configured and tested to meet the County's requirements.

Contractor shall develop an Interface Validation Report indicating that the required interfaces have been developed, tested, function as expected, and meet the County's requirements.

Deliverable 5.1: Interface Specification

Deliverable 5.2 Interface Validation Report

Task 5.1 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 5 and Deliverables 5.1-5.2 will be reviewed and approved by the Project Manager.

Task 6: Reporting

Contractor shall provide an open data portal for providing custom on demand reports and dashboards. This module should allow for Department to create reports as needed based on the OCR data and events that take place in each workflow. The reporting module should have the ability to scale up or down with ability to print on demand by day, week, month or year. Samples of some reports include, but not limited to, the following:

1. Statistics by processing date range:
 - i. Total number of documents processed through OCR.
 - ii. Total number of RC terms found.
 - iii. Total number by each term.
 - iv. By recording date range – Month, Year, Day.
2. Statistics on document or book/page number that are approved by County staff to pass through to COCO.
 - i. Total number of documents reviewed, approved, denied or modified.
 - ii Ability to compare pass through OCR numbers to approved numbers
3. Statistics on document or book/page number that are routed to County Counsel for approval.
 - i. Number of RC terms reviewed approved, denied or modified by County Counsel.
4. Assessor Parcel Number (APN) report:
 - i. APN number
 - ii. Book and Page / Document number
 - iii. Date
 - iv. Document
5. Document number report:
 - i. Document numbers of new re-recorded RCs
 - ii. Document number/book and page of original document

Deliverable 6.1: Reporting module that allows for on demand custom reports.

Task 6 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 6 and Deliverable 6.1 will be reviewed and approved by the Project Manager

Task 7: Testing Strategy and Execution

Contractor shall provide a comprehensive Test Plan complying with the County's testing practices and IEEE 829-1998 Standard for Software and Test Documentation. The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases and test reports.

Contractor shall provide test approach, test scripts (with the assistance of County SMEs) test conditions and test cases to the County for review and approval prior to execution of all testing types:

- Unit test.
- System testing.
- Integration testing.
- Performance testing.
- Security Testing.
- User Acceptance Testing (UAT)
- Test Report Acceptance.

The Test Plan shall include conditions that indicate a test has been completed successfully. These conditions must be mutually agreed upon by the County.

In addition, Contractor should provide an approach to implementing code test coverage for all the code associated with the solution.

The UAT scripts shall include end user testing scenarios and functional validation.

Contractor shall conduct all types of testing listed above, except for UAT. County shall conduct UAT. Contractor shall provide support to RR/CC end users for UAT and in completing the UAT Completion Acceptance Form. Support includes organizing and coordinating testing assignments for users, creating, monitoring and reporting on schedules for UAT completion, reporting on status of UAT and escalating issues, providing coaching to users if they need assistance in using test scripts, and other activities to support users in their completion of UAT.

Contractor shall include in the Test Plan how defects found during UAT will be logged, tracked through resolution and re-testing, and reported to the County. Contractor will provide testing results of all testing types, except UAT, to the Project Manager for review and approval, prior to moving to any next phase of work and associated testing. County shall be responsible for producing UAT results.

Contractor shall provide development, testing and training environments. Testing and Development shall have their own environments, separate from Stage and Production environments. Testing or development shall not be performed in the production environment. Contractor shall prepare system environments, including creation,

configuration and loading of test data, required to support all testing as specified in the Test Plan.

Deliverable 7.1 – Test Plan Deliverables

Deliverable 7.2 – UAT Test Scripts

Deliverable 7.3 – Execution/Completion of Testing

Task 7 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 7 and Deliverables 7.1 through 7.3 will be reviewed and approved by the Project Manager.

Task 8: Training and Knowledge Transfer

Contractor shall develop a Training and Knowledge Transfer Plan in collaboration with RR/CC staff that identifies:

- Contractor Training/Knowledge Transfer Organization: Contractor staff responsible for planning and conducting virtual training and knowledge transfer.
- Responsibilities: Documentation of responsibilities for key aspects of training/knowledge transfer, including materials, scheduling of participants, etc.

Training

- Participants: Groups/individuals to be included in virtual or in-person classroom training.
- Curriculum: Topics to be covered during virtual classroom training.
- Schedule: Schedule of virtual or in-person classroom training.
- Testing: Approach for determining training participant competency resulting from training.

Knowledge Transfer

- Participants: Individuals who will be involved in one-on-one/small group, hands-on sessions with Contractor staff for the purpose of detailed knowledge transfer.
- Curriculum: Topics to be covered during knowledge transfer sessions.
- Schedule: Schedule of knowledge transfer sessions.

Contractor shall provide the Training and Knowledge Transfer Plan to the County for approval before conducting training sessions or knowledge transfer sessions. Contractor shall develop and provide training documentation prior to the scheduled training sessions that includes:

- Course Presentation Material.
- User Manuals for Super Users and End Users.
- Training Manuals (if different from User Manuals).

Contractor shall provide screen captures or other record of the training sessions for use by the County in the future. The approach to capturing sessions for future use must be approved by the County. If needed, the County shall provide facilities for on-site training sessions.

Contractor shall develop and provide knowledge transfer documentation prior to the scheduled knowledge transfer sessions that includes:

Deliverable 8.1 – Training and Knowledge Transfer Plan

Deliverable 8.2 – Training and Knowledge Transfer Documentation

Deliverable 8.3 – Training Classes

Deliverable 8.4 – Knowledge Transfer Sessions

Deliverable 8.5 – Training and User Manuals

Task 8 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 8 and Deliverables 8.1 through 8.5 will be reviewed and approved by the Project Manager.

Task 9: Solution Deployment

Contractor shall conduct solution deployment meetings with the County to determine the deployment approach for rolling out the Restrictive Covenant Modification Program Services/System, including possible phasing strategies, benefits and risks of strategy alternatives.

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

In preparation for the pre-production release, the Contractor shall establish a Production Cutover Plan. The plan shall clearly identify activities that will take place for the solution to go live.

At a minimum, the Production Cutover Plan shall include the following:

- Approach to cutover, including how the cutover will be managed (e.g., checkpoints, roles, etc.).
- Cutover communication plan.
- Description of activities leading up to go-live.
- Description of activities during go-live.
- Description of activities after go-live.
- Step-by-step workbook for each task related to cutover, including responsibility start-end time/date.
- Exit strategy

The Production Cutover Plan should be a working and reusable document that the Contractor or RR/CC can leverage each time there is a release for the solution being implemented.

When functionality is ready to be delivered to the County for User Acceptance Testing (UAT), it shall be delivered in the form of a Pre-Production Release. Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor associated with a production release.

In addition, Contractor shall assist the County with testing and release preparation in the pre-production environment. Contractor shall validate that each interface to any external system is working correctly. Contractor will repair all interface-related problems caused by Contractor-developed interfaces.

Upon successful completion of the Pre-Production testing, Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated pre-production Implementation Plan to assist the County in successfully releasing and maintaining the Restrictive Covenant Modification Program Services/System in the Production environment. The Production Release Plan shall include detailed step-by-step activities (both Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.

Upon successful completion of UAT, the County will schedule a Production Release to be moved to the Production environment. Contractor will provide and complete multiple cutover cycles, as specified in the Production Cutover Plan including, at minimum, one real world simulation to confirm the process and to establish the cutover timeline. The Contractor will provide a Production Cutover Report to provide results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

Deliverable 9.1 – Production Cutover Plan

Deliverable 9.2 – Production Release Deliverable

Deliverable 9.3 – Production Cutover Report

Task 9 – Deliverable Acceptance Criteria

Contractor shall carry out the activities described in Task 9 and Deliverables 9.1 through 9.3 will be reviewed and approved by the Work Order Project Manager.

Task 10: Post implementation Support and maintenance

Contractor will provide post-production support for a period of six (6) months after Production Cutover. Post-production support tasks shall include monitoring key system indicators, troubleshooting issues, resolving any defects or technical issues, resolving and performing post-production issues. If additional support beyond the (6) months is needed, this can be addressed at the discretion of the Project Manager via the Change Control process.

The Departmental Help Desk will provide Level 1 support to respond to issues reported by users. Contractor shall provide support for issues/incidents escalated beyond Level 1 (issues which cannot be addressed by the Departmental Help Desk) according to the priority of the issue/incident (priority level determined by the County).

Contractor shall use an automated tool to manage incidents, responses and resolution, including technical issues and bug fixes. Reports on incidents and fixes will be available to the County from this system.

Contractor shall lead regularly scheduled status calls with the Project Manager for the duration of the support period to report on all Contractor activities. Contractor shall provide regular reporting on all post-deployment support issues and resolutions.

Contractor shall provide written notification of regular updates and scheduled maintenance that will impact system availability/performance no less than one week prior to commencement. County approval is required before proceeding with such updates/maintenance.

After completion of post-deployment support, Contractor will complete a Project Closeout Document.

Deliverable 10.1 – Post-Deployment Support

Deliverable 10.2 – Project Closeout Document

Task 10 Deliverables Acceptance Criteria

Contractor shall carry out the activities described in Task 10 and produce Deliverables 10.1 through 10.2, which will be reviewed and approved by the Project Manager and RR/CC Executive Project Sponsor.

12 GREEN INITIATIVES

- 12.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 12.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

13 PERFORMANCE REQUIREMENTS SUMMARY

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

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

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

Discrepancy Problems: _____

Signature of County Representative Date

**Contractor Response
(Cause and Corrective
Action):** _____

Signature of Contractor Representative Date

**County Evaluation of
Contractor Response:** _____

County Actions: _____

Contractor Notified of Action: _____

County Representative's Signature and Date: _____

Contractor Representative's Signature and
Date: _____

ATTACHMENT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Sub-paragraph 4.3 – Term of Contract	Contractor must notify Department at the address herein provided in Exhibit D (County's Administration) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove.	Inspection.	\$50 per occurrence.
Contract: Sub-paragraph 4.3 –Contract Sum	Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract and must send written notification to Department at the address herein provided in Exhibit D (County's Administration).	Inspection.	\$50 per occurrence.
Contract: Paragraph 7 - Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	\$50 per occurrence.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files.	\$50 per occurrence.
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance.	\$50 per occurrence.

ATTACHMENT 2

SOW: Sub-paragraph 4.2 - Quality Control	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.	Inspection of files.	\$50 per request.
SOW: Sub-paragraph 9.2 - Work Schedules	Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within two (2) business days prior to scheduled time for work.	Inspection and Observation.	\$50 per occurrence.
SOW: Section 11 - Sub-section 4.1	Contractor shall meet the requirement of minimum 50 million pages per year through the OCR Process.	Inspection and Observation.	\$50 per occurrence.

DOCUMENT VOLUME

County of Los Angeles estimated volumes from 1850s to 2021.

Estimated Documents	127,835,024	Estimated Pages	447,422,584
Total Docs to convert (1850 - 1976):		38,705,799	
Approximately pages to convert:		135,470,297	
Total docs imaged (1977-2021):		89,129,225	
Approximately pages imaged:		311,952,288	

- *Map will also be part of the Optical Character Recognition (OCR) process.*
- *Vendor solution shall be able to accommodate storage for all documents ingested through the system. Documents and images provided by County of Los Angeles are approximately 100 KB per page.*

SAMPLE RECORDED DOCUMENT

RECORDING REQUESTED BY:

County of Los Angeles Registrar-Recorder/County Clerk

WHEN RECORDED MAIL TO:

County of Los Angeles Registrar-Recorder/County Clerk

MAILING ADDRESS:

12400 Imperial Highway

CITY, STATE, ZIP CODE:

Norwalk, CA 90650

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RESTRICTIVE COVENANT MODIFICATION

The following referenced document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing law and is void.

Pursuant to Section 12956.2 of the Government Code, this document is being recorder solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date) in book _____ and page _____, or as instrument number _____ of the official records of the County of Los Angeles, State of California. Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawfully restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document.

Signature of submitting Party: /S/ Dean C. Logan /S/ _____ Date: _____

Printed Name: Dean C. Logan

_____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

_____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

Approved: Los Angeles County Counsel

Signed: County Counsel signature (through Adobe sign) _____ Date: _____

By: _____, Deputy County Counsel

LEGEND

RECORDING REQUESTED BY:

The Los Angeles County Registrar-Recorder/
County Clerk

WHEN RECORDED MAIL TO:

NAME The Los Angeles County Registrar-Recorder/
County Clerk

MAILING ADDRESS

12400 Imperial Highway
CITY, STATE and ZIP CODE
Norwalk, CA 90650

Fields should be populated with this data on
every form

Fields should be populated from OCR data on
the original document

Fields are populated through the review process
with County Counsel.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RESTRICTIVE COVENANT MODIFICATION

The following referenced document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing law and is void.

Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of redacting and eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ (date) in book _____ and page _____, or as instrument number _____ of the official records of the County of Los Angeles, State of California. Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawfully restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document being modified, pursuant to subdivision (d) of Section 12956 of the Government Code.

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document.

Signature of Submitting Party: /S/ Dean's Signature /S/ _____ Date: _____

Printed Name: Dean C. Logan

____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, hereby states that it has determined that the original document referenced above contains an unlawful restriction and this modification may be recorded.

Or

____ County Counsel, pursuant to paragraph (1) of subdivision (b) of Section 12956.2 of the Government Code, finds that the original document does not contain an unlawful restriction, or the modification document contains modifications not authorized, and this modification may not be recorded.

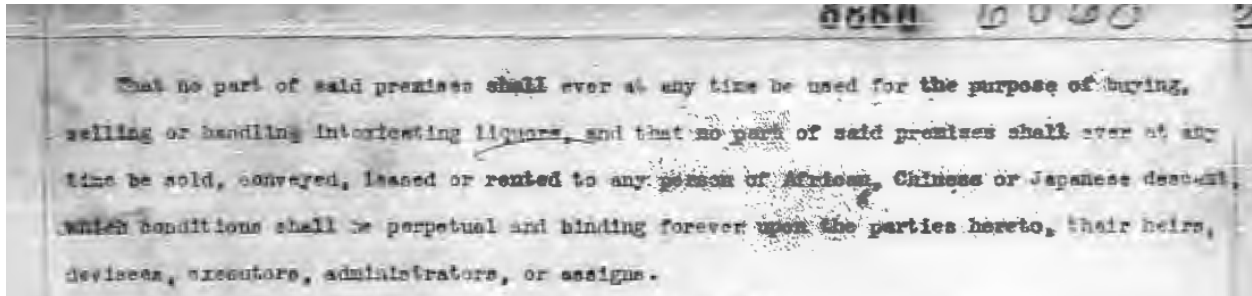
Approved: Los Angeles County Counsel

Signed: County Counsel Signature (through Adobe sign) _____ Date: _____

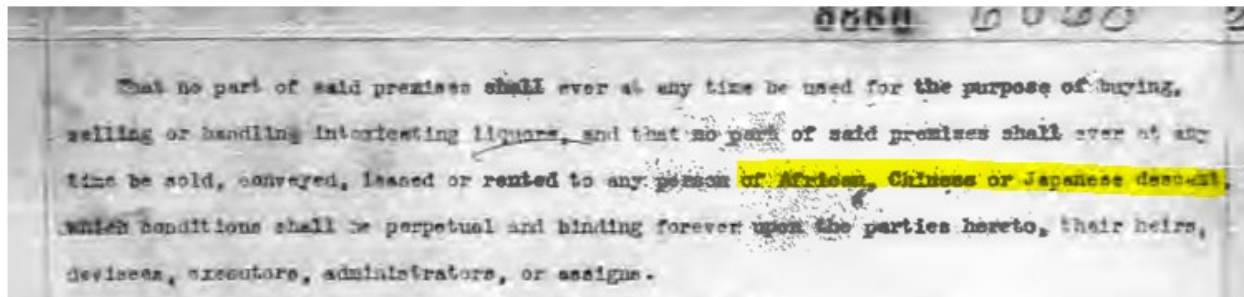
By: _____, Deputy County Counsel

SAMPLE RESTRICTIVE COVENANT (RC) LANGUAGE PROCESS

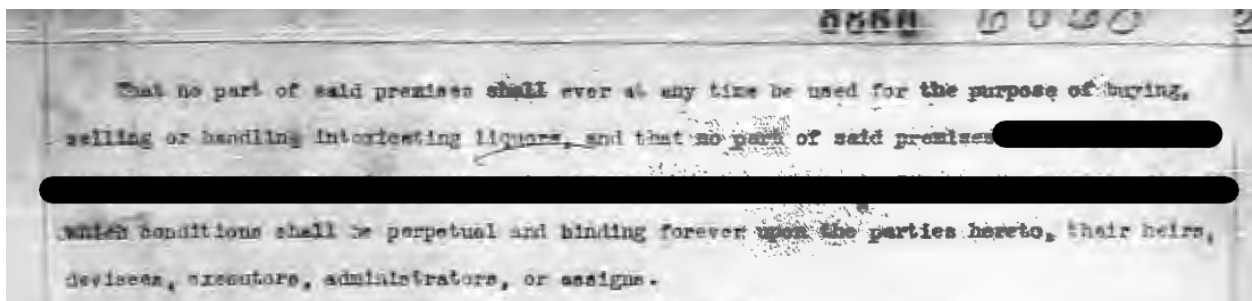
Request that Proposer provides a demonstration of the Optical Character Recognition (OCR) and redaction process with real world documents provided by County of Los Angeles. Below are some samples from a 1920 record:



Highlighting the language for LA County and County Counsel to review.



After the Restrictive Covenant (RC) term(s) is/are approved by Los Angeles County Counsel, the system should automatically mask the entire sentence(s) where the RC term(s) is/are located.



SAMPLE RESTRICTIVE COVENANT (RC) TERMS

Contractor's System will need to locate the following terms through the full-page Optical Character Recognition (OCR) process. County of Los Angeles will utilize this list including, but not limited to, those terms identified below. The software will need to allow for additional terms to be added to this list as needed.

- Blood
- Race
- Servant
- Caucasian
- Master
- Mongolian
- Malay
- Ethiopian
- Asiatic
- Negro
- Turkish
- Hebrew
- Japanese
- Chinese
- Colored
- Lineage
- African
- Hindu
- Gentile
- Jewish
- Oriental
- Semitic
- Aryan
- Squaw

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
		CONTRACT NUMBER
		TITLE
FROM: _____ Contractor's Project Director (Signature Required)	FROM: _____ County Project Director (Signature Required)	
<p>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.</p>		
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:		
<p>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.</p>		
<p><u>County Acceptance:</u></p>		
NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

PRICING SCHEDULE

Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

Extract has provided pricing in the format LA County established for this project. Because it doesn't fit into our typical format, we have entered clarifications where appropriate. We have assumed most of this work will be performed remotely with on-site visits included for the kick-off presentation and first training and knowledge transfer sessions. If additional on-site visits are desired, we included an on-site rate for our project manager with a 3-day minimum.

TASKS AND DELIVERABLES

Task	Deliverables	Title	Cost
1		PROJECT INITIATION, KICKOFF/TIMELINE	
	1.1	Project Kickoff Presentation.	\$ 8,000.00 On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00
TASK 1.0 TOTAL			\$ 8,000.00

Task	Deliverables	Title	Cost
2		PROJECT MANAGEMENT	
	2.1	Project Control Document (PCD).	\$ Included
	2.2.x	Weekly Project Status Reports and Weekly Meetings.	\$ Included
TASK 2.0 TOTAL			\$ 0

Task	Deliverables	Title	Cost
3		SOLUTION DESIGN	
	3.1	Solution Design Document (SDD).	\$ 6,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 450.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 450.00
	3.2	Completion of Solution Design and Configuration.	\$ 17,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,312.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,312.50
TASK 3.0 TOTAL			\$ 23,500.00

Task	Deliverables	Title	Cost
4		CUSTOM DEVELOPMENT	
4.1		SYSTEM WORKFLOWS	
	4.1.1	Software that meets the needs outlined in Workflow #1 including software that OCRs the document to locate the RC terms and index data, QA module, and data file containing the indexed fields.	\$ 15,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,125.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,125.00
	4.1.2	Software that meets the needs outlined in Workflow #2 including an integration to the County backend system to retrieve images to locate the RC terms.	\$ 0
	4.1.3	Software that meets the needs outlined in Workflow #3 including an integration to the County backend system to retrieve images to locate the RC terms and grantor/grantee names.	\$ 12,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 937.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 937.50

	4.1.4	Software that meets the needs outlined in Workflow #4 including QA module for review of highlighted RC terms, QA/Review module for County Counsel to review and approve, creation of the RC form for County Counsel to digitally sign and include all other fields outlined in 4.4 item 5 above, integration to Department's backend system for recording purposes.	\$ 32,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 2,400.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 2,400.00
4.2		SYSTEM ROLES	
	4.2.1	The system shall create up to at least three different user roles with different permissions levels necessary to perform various functions in the system.	\$ 0
TASK 4.0 TOTAL			\$59,500.00

Task	Deliverables	Title	Cost
5		SOLUTION INTEGRATION	
	5.1	Interface Specification.	\$ 15,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,125.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,125.00
	5.2	Interface Validation report.	\$ 5,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 375.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 375.00
TASK 5.0 TOTAL			\$ 20,000.00

Task	Deliverables	Title	Cost
6		REPORTING	
	6.1.1	Reporting module that allows for on demand custom reports.	\$ 20,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 1,500.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 1,500.00
TASK 6.0 TOTAL			\$ 20,000.00

Task	Deliverables	Title	Cost
7		TESTING STRATEGY AND EXECUTION	
	7.1	Test Plan Deliverables.	\$ Included
	7.2	UAT Test Scripts.	\$ Included
	7.3	Execution/Completion of Testing.	\$ Included
TASK 7.0 TOTAL			\$ 0

Task	Deliverables	Title	Cost
8		TRAINING AND KNOWLEDGE TRANSFER	
	8.1	Training and Knowledge Transfer Plan.	\$ 5,000.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 375.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 375.00
	8.2	Training and Knowledge Transfer Documentation.	\$ 7,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 562.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 562.50
	8.3	Training Classes.	\$ 8,000.00 - On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00

	8.4	Knowledge Transfer Sessions.	\$ 8,000.00 - On-site
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 600.00
		7.5% HOLDBACK (release after Cutover/Production)	\$ 600.00
	8.5	Training and User Manuals.	\$ 7,500.00
		7.5% HOLDBACK (release after User Acceptance Testing)	\$ 562.50
		7.5% HOLDBACK (release after Cutover/Production)	\$ 562.50
TASK 8.0 TOTAL			\$ 36,000.00

Task	Deliverables	Title	Cost
9		SOLUTION DEPLOYMENT	
	9.1	Production Cutover Plan.	\$ Included
	9.2	Production Release Deliverable.	\$ Included
	9.3	Production Cutover Report.	\$ Included
TASK 9.0 TOTAL			\$ 0

Extract has tied the post implementation maintenance and support to the day-forward workflow for both indexing and RCM. The cost will start January 1, 2025, or at the time of the workflow #3 go-live. It includes the OCR, indexing and RC rules workflows for up to 5 million pages per year. Each year the counter will be reset to 5M at the time of support renewal. If the day-forward volume exceeds 5 million pages any overages will be billed at the Optical Character Recognition "per page" rate detailed below. Maintenance and support includes the items referenced in our response to C.5 (phone and email support, product upgrades and after hours support from 5:00 P.M. to 7:00 P.M. Central Time).

Task	Deliverables	Title	Cost
10		POST-IMPLEMENTATION MAINTENANCE AND SUPPORT	
10.1		POST-IMPLEMENTATION MAINTENANCE AND SUPPORT	
		Post-Implementation Maintenance and Support (Year 2)	\$ 150,000.00
		Post-Implementation Maintenance and Support (Year 3)	\$ 154,500.00
		Post- Implementation Maintenance and Support (Year 4)	\$ 159,135.00
		Post- Implementation Maintenance and Support (Year 5)	\$ 163,910.00
		Post- Implementation Maintenance and Support (Option Year 1)	\$ 168,825.00
		Post- Implementation Maintenance and Support (Option Year 2)	\$ 173,890.00
		Post- Implementation Maintenance and Support (Six month-to-month Option)	\$ 87,635.22.00
10.2		PROJECT CLOSEOUT DOCUMENT	
		Project Closeout Document.	\$ 0
TASK 10.0 TOTAL			\$ 1,057,895.22

DATA STORAGE

Extract has proposed an on-premises solution deployed in LA County's data center. The Year 1 cost includes hardware for an internal VM environment containing storage, the application, web, desktop virtualization, and SQL servers.

		Title	Cost/Per Unit Cost
		Title	
		Data Storage (estimated 50 million Pages) (Year 1)	\$ 275,000.00
		Data Storage (estimated 50 million Pages) (Year 2)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 3)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 4)	\$ 0
		Data Storage (estimated 50 million Pages) (Year 5)	\$ 0
		Data Storage (estimated 50 million Pages) Optional Year 1	\$ 0
		Data Storage (estimated 50 million Pages) Optional Year 2	\$ 0
		Data Storage (estimated 50 million Pages) Six month-to-month option	\$ 0
TOTAL			\$ 275,000.00

OPTICAL CHARACTER RECOGNITION

The "per page" rate below applies to historical documents from 1850 to the workflow #3 go-live date. It encompasses not only the creation of the full text OCR, but the indexing and RCM redaction software solutions and support and maintenance for the historical workflows up to 375,000,000 pages.

Normally pricing is separated by solution (indexing/RC redaction). For simplicity the pricing for LA County has been combined and the per unit cost has been adjusted to account for the historical documents from workflow #2 that are already indexed. Rather than tracking and invoicing separately -- charging 3.125 cents for 1850 to 1976 and 1.4 cents for 1977 to present -- the cost has been averaged. Contractor to invoice at the end of each month based on volume of pages processed through OCR.

If LA County exceeds 375,000,000 pages during the contract period, overages will be invoiced at the same cost per page.

	Title	Cost/Per Unit Cost
	Title	
	Cost of OCR per page (estimated 50 million per year)	\$ 0.0169
TOTAL (375,000,000 pages @ \$.0169 OVER 7.5 YEARS)		\$ 6,337,500.00

TOTAL CONTRACT COST	\$ 7,837,395.22
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HOURLY RATES FOR ADDITIONAL CUSTOM WORK

	Title	Hourly Rate
	ROLE DESCRIPTION	
	Professional Services (Remote)	\$ 150.00
	Professional Services (On-site) - Minimum 3 days	\$ 333.00
	Engineering / Machine Learning	\$ 200.00
	Data Capture Analyst	\$ 125.00

- **costs include all applicable taxes.**

END OF EXHIBIT B

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT: RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT NO: 23-019

COUNTY PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROGRAM MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY'S ADMINISTRATION

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:
Title:
Address:

Telephone:
E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

INVOICE QUESTIONS:

For questions, send an e-mail to accountspayable@rrcc.lacounty.gov and copy the County Project Director, County Project Manager and County Contract Project Monitor.

Include the name of your company, contract name and contact number.

CONTRACTOR'S ADMINISTRATION

CONTRACT: RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT NO: 23-019

CONTRACTOR PROJECT DIRECTOR:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR ALTERNATE PROJECT MANAGER:

Name:
Title:
Address:

Telephone:
E-Mail Address:

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name:
Title:
Address:

Telephone:
E-Mail Address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

NOTICES TO THE CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:
Title:
Address:

Telephone:
E-Mail Address:

Name:
Title:
Address:

Telephone:
E-Mail Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract.

COVID-19 COMPLIANCE

COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.

F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND
COPYRIGHT ASSIGNMENT AGREEMENT

F2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT

F3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT 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, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

(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 _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

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

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to

provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable

media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media

Sanitization” such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County’s request. On termination or expiration of this Contract, the County will return or destroy all Contractor’s Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County’s option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer’s specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made

available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Jeffrey Aguilar
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Kevin Sasaki
(on behalf of) Departmental Information Security Officer
12400 Imperial Highway, Suite 7001
Norwalk, CA 90650
(562) 462-2611
ksasaki@rrcc.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with 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.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the

Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct a SOC 2, Type 2 audit of its internal controls for security, Availability, processing Integrity, Confidentiality, and privacy annually. The Contractor shall have a process for correcting control deficiencies that have been identified in the SOC 2, Type 2 audit, including follow up documentation providing evidence of such corrections. The results of the SOC 2, Type 2 audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (30) Days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current SOC 2, Type 2 audit certification upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iv. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).

- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor shall manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under this Contract, (hereinafter referred to as "County Source Code") shall be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the contract period, the Contractor will be granted access to the County's private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

DEFINITIONS

All capitalized terms, words and phrases shall have the meaning given in Exhibit L (Definitions) whenever used in this Request for Proposals (RFP), including the body of the RFP, Contract, including the body of the Contract and Statements of Work, Attachments, Appendices, and Schedules hereto. Capitalized terms not otherwise defined in Exhibit L (Definitions) shall have the meanings ascribed to them in the document in which they appear.

In the event there is a conflict between how a term is defined in Exhibit L (Definitions) and any other portion of the RFP or Contract, the order of precedence for understanding the meaning of that term shall be as follows: (a) how that term is defined in this Exhibit L (Definitions), (b) how that term is defined in the body of the RFP or Contract, (c) how that term is defined in the Statement of Work, and (d) how that term is defined in the other Exhibits, Appendices, Attachments, or Schedules pursuant to Section 1 (Applicable Documents).

Unless otherwise specified in Exhibit L (Definitions), all references in Exhibit L (Definitions) to Sections shall refer to the respective Sections of the body of the Contract (rather than the Exhibits or Appendices thereto).

Addendum: A written document attached or added to a solicitation after it has been released, to clarify, modify, or support the information in the original document. An addendum becomes part of the solicitation document.

Alternate Project Manager: The designated alternate to the Project Manager.

Amendment: A change to a contract made by adding, modifying, or omitting a certain provision or term. Amended contracts, when properly executed (signed by all parties concerned), retain the legal validity of the original contract.

Application Architecture: A structural map of how an organization's software applications are assembled and how those applications interact with each other to meet business or user requirements.

Board of Supervisors, Board, or BOS: The Board of Supervisors of the County of Los Angeles acting as governing body.

Business Capability Mapping: The process of modeling what a business does to reach its strategic objectives (its capabilities), instead of how it achieves IT objectives (its business processes).

Change Notice: An order prepared and executed by the Registrar-Recorder or his/her designee relating to any change to the Contract which is clerical or administrative in nature and/or does not affect any term or condition of the Contract.

Conceptual Architectural Diagram: The formal name given to the pictorial representation of the system architecture. It is a drawing, rendering, or map that visually describes, at a high level, the particulars of the system in question.

Conceptual Solution Diagram: A diagram that provides a high-level orientation of the solution that is envisaged in order to meet the objectives of the architecture engagement.

Conference, Bidders'/Proposers: An open forum for vendors to receive clarification on the points outlined in the solicitation and ask questions concerning the solicitation.

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.

Contract Term: The term of the Contract set forth in Section 4.0 thereof.

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.

Contractor Project Manager: The person designated by the Contractor to administer the Contract operations under this Contract.

County: The County of Los Angeles.

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

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.

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.

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

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

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

End User: The County user of the software.

Evaluation: The process by which the County reviews and analyzes bids/proposals in comparison to established criteria and which result in the recommended selection of a contractor.

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

Grantor/Grantee: The party name(s) on the recorded document.

Holdbacks: A portion held back from the payment amount associated with a specific completed deliverable pending and contingent upon the completion and acceptance of all deliverables.

Information Architecture: The discipline of making information findable and understandable. It includes searching, browsing, categorizing and presenting relevant and contextual information to help people *understand* their surroundings and *find* what they're looking for online and in the real world.

Knowledge Transfer Plan: A plan to systematically identify, capture, and document critical information from experts across a business to ensure that this information is structured, stored, and transferred to everyone who could benefit from it.

Non-responsibility: Finding a vendor incapable of performing as a responsible County contractor, based on performance history or other relevant documentation.

Non-responsive: The failure of a vendor to comply with all solicitation requirements making the Proposal/Bid/SOQ ineligible for consideration during the evaluation/review process.

Optical Character Recognition or OCR: The electronic conversion of images of typed, handwritten or printed text into machine-encoded text from recorded document images.

Option Term: The term for each time the County exercises its option to extend the Contract Term.

Project Closeout Document: The final document produced for the project and is used by senior management to assess the success of the project, identify best practices for future projects, resolve all open issues, and formally close the project.

Project Control Document: Document used to track and enforce controlled processes and practices for the creation, review, modification, issuance, distribution and accessibility of a project.

Proposal: A document submitted by a Proposer in response to a Request for Proposals. A Proposal provides services and/or solutions to an identified need at a particular price under given Terms and Conditions.

Proposer(s): One who responds to a solicitation with a proposal.

Registrar-Recorder/County Clerk, RR/CC, or RRCC: The head of the Department of Registrar-Recorder/County Clerk.

Request for Proposal or RFP: Solicitation based on proposed solutions in response to a defined need of the County. Contract recommended for award to the proposer who submits the proposal deemed to be in the overall best interest of the County (generally the highest-ranking proposer).

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.

Responsive: Vendor who submits a bid/proposal to the County that complies with all solicitation requirements.

Restrictive Covenants or RC: Language in the original document that contains an unlawful restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.

Security Architecture: A unified security design that addresses the necessities and potential risks involved in a certain scenario or environment.

Service: Work activity performed by a vendor to fulfill the needs of the County.

Service Level Agreement or SLA: A contract between a service provider and its customers that documents what services the provider will furnish and defines the service standards the provider is obligated to meet.

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

Solution Design Document: All business and technical requirements including any approved customizations, along with the implementation and support approach that will be used by Contractor to develop and implement the solution.

Statement of Work or SOW: The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

Subcontract: An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

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.

Submission Deadline: The time and date specified by the County for receipt of bids/proposals.

Super User: A user of a computer system with special privileges needed to administer and maintain the system; a system administrator.

WebVen: The County's database and website, hosted by the Internal Services Department (ISD), used by vendors to register to do business with the County of Los Angeles.

DEBARMENT CERTIFICATION

I, _____, on behalf of Extract Systems, ("Contractor"),
certify that on County Contract #23-019 Restrictive Covenant Modification Program
Services:

By checking the boxes, the contractor is certifying that it is not on the following lists below:

- ☐ Federal Suspended and Debarred Vendors List
<https://sam.gov/content/home>
Contractor certifies that they are not suspended, excluded or debarred.
- ☐ State of California Debarred Vendors List
<https://www.dir.ca.gov/dlse/debar.html>
Contractor certifies that they are not suspended, excluded or debarred.

County reserves the right to monitor federal, state, or local level databases at any time
during the Contract to ensure Contractor is deemed responsible.

If Contractor is found to be suspended, excluded or debarred, it may constitute a material
breach of the Contract. In the event of such material breach, County may, in its sole
discretion, terminate the Contract.

Contractor Personnel includes subcontractors (If applicable).

I have authority to bind the Contractor and have reviewed the requirements above and
further certify that I will comply with said requirements.

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Company/Contractor Name



Peter Loo
ACTING CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

12/19/2023

SUBJECT:

REQUEST APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description:

The department of Registrar-Recorder/County Clerk (RR/CC) is requesting approval to execute Contract #23-019 with Extract Systems (Contractor) to provide Restrictive Covenant Modification Program Services. The Contract will be for an initial term of five years, with two additional one-year extensions and six additional month-to-month extensions for a total maximum Contract term of seven years and six months, and a total Contract sum of \$7,837,395.

RR/CC is also requesting Delegated Authority to prepare and execute future amendments to extend the initial five year Contract for two one-year options and six month-to-month extensions.

RR/CC is also requesting delegated authority to prepare and execute future amendments to the Contract, as needed, to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; or (3) modify the Statement of Work to meet operational needs based on County Counsel advisement.

RR/CC is also requesting delegated authority to execute changes to the estimated contract amount up to an additional 10%, or \$783,739, of the maximum Contract amount, to account for any unforeseen increases provided the Chief Executive Office (CEO) and County Counsel approval is obtained.

RR/CC is also requesting delegated authority to terminate the contract provided County Counsel approval is obtained.

APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

Contract Amount: \$8,621,134 – including initial term, optional terms and 10% increase. The Contract is fixed priced and Deliverables based.

FINANCIAL ANALYSIS:

Contract costs:

Initial five-year term, two one-year options and 6 month-to-month options

Implementation Services.....	\$	167,000
Data Storage.....	\$	275,000
Licensing.....	\$	6,337,500
Maintenance/Support.....	\$	1,057,895
Reserve for unforeseen increases (10%).....	\$	783,739

Total Costs: \$ 8,621,134

Notes:

The AB 1466 program is fully funded by a \$2.00 fee per recording for current documents submitted to the Department and does not require Net County Cost. The Department anticipates collecting approximately \$2,500,000 per fiscal year, along with projected revenue in the current fiscal year, for the period of 2024-2031. The revenue being collected is currently being accounted for in a budgeted special revenue trust fund with all related program expenses charged to the dedicated account. In the event there are insufficient funds in this dedicated account to cover program costs, RR/CC would scale back the throughput or identify processes that can be charged to the Recorder Micrographics special revenue trust fund to supplement the difference.

RISKS:

- 1. Quality of Services:** The purpose of this contract is to procure and implement a cloud-based system and processes to support the implementation of Assembly Bill 1466, which went into effect on January 1, 2022, and requires county recorders to address and remove discriminatory language in historical documents. RR/CC plans to implement a system for reviewing all documents recorded in Los Angeles County from the 1850's to the present (approximately 450 million pages) to identify and redact these restrictive covenants. The system will use Optical Character Recognition and will be scalable to accommodate future growth.

The Statement of Work for this contract is well-structured and includes 25 individual Deliverables, associated payments and Deliverable holdbacks. Some of the key Deliverables include: Solution Design and Configuration, Interface Specifications, Reporting Module, System Testing, Training and Knowledge Transfer, Production Cutover Plan and Post Deployment support. The contract includes a Performance Requirements Summary that outlines deductions/fees to be assessed to the Contractor if certain performance levels are not met. Liquidated Damages are also identified in the contract.

APPROVAL OF CONTRACT WITH EXTRACT SYSTEMS FOR RESTRICTIVE COVENANT MODIFICATION PROGRAM SERVICES

2. **Project Management and Governance:** The Office of the CIO (OCIO) recommends strong project governance and a dedicated project manager to adhere to schedule, budget and scope, and to manage vendor performance. The OCIO has verified that RR/CC has an Executive Sponsor and Project Manager for this project. The Contractor will have a full-time Project Manager and alternate for this project. RR/CC will also have a Project Director and Contract Project Monitor. RR/CC will evaluate the Contractor's performance using a Quality Assurance Plan. The Contractor will establish and utilize a Quality Control Plan to ensure the County a consistently high level of service throughout the term of the contract.
3. **Information Security:** The County's Office of the Chief Information Security Officer (OCISO) reviewed the security components of this contract and recommended that RR/CC update the Information Security and Privacy Requirements Exhibit to the most recent version. The contract also includes Cyber Liability insurance with limits of \$2 Million per occurrence and in the aggregate.
4. **Contract Risks:** No contract risks have been identified. County Counsel approved the proposed contract as to form. CEO Risk Management has also reviewed and approved the insurance and indemnification provisions as to form. The contract includes a Commercial General Liability Insurance clause with a maximum of \$1 Million per occurrence and \$2 Million in the aggregate.

PREPARED BY:

Henry Balta

(NAME) DEPUTY CHIEF INFORMATION OFFICER

12/6/2023

DATE

APPROVED:

Peter Loo

PETER LOO, ACTING CHIEF INFORMATION OFFICER

12/6/2023

DATE