



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

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September 10, 2024

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

50 September 10, 2024

Edward Yen
EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**TREASURER AND TAX COLLECTOR
RECOMMENDATION TO AWARD A CONTRACT FOR
TREASURY MANAGEMENT SYSTEM
TO FIS CAPITAL MARKETS US LLC
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The recommended action is to approve a Contract award to FIS Capital Markets US LLC (FIS) for the provision of a new Software as a Service (SaaS) based Treasury Management System (TMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Award and instruct the Chair of the Board of Supervisors (Board) to sign the attached Contract with FIS to provide TMS and related services to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon Board approval for a five-year term, with an option to extend the Contract for two one-year extensions and/or six month-to-month extensions, with a maximum Contract Sum not to exceed \$1,201,526 which is comprised of (i) \$1,001,526 for service costs; and (ii) \$200,000 for Pool Dollars for additional TMS software and/or services, with Pool Dollars expenditures to be authorized through the issuance of change notices and/or amendments, as applicable.

2. Delegate authority to the Treasurer and Tax Collector, or her designee, to execute amendments to

the Contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required by the Board and/or Chief Executive Office (CEO), which are not part of the Statement of Work (SOW); (ii) internally reallocate funds between budget pools within the Contract; (iii) approve assignment and delegation of the Contract, resulting from acquisitions, mergers, or other changes in ownership; and (iv) make changes to the SOW as operationally necessary, with all actions subject to prior approval as to form by County Counsel, and as applicable, review by the Chief Information Officer.

3. Delegate authority to the Treasurer and Tax Collector, or her designee, to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one year renewals and six month-to-month extensions; and (ii) increase the maximum Contract Sum by no more than 10 percent based on any unanticipated increases in work volume, or special projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC is statutorily responsible for safeguarding public funds in the County Treasury, as well as daily cash management/positioning and disbursement of public funds. As part of this responsibility, the TTC manages and oversees the daily incoming and outgoing wire payments for various County departments and public agencies. In addition, the TTC forecasts the County's cash position on a daily/monthly basis and reconciles reporting to ensure accuracy of the County's liquid cash assets on a daily basis. The current TMS vendor is FIS.

The new TMS is based on current industry leading SaaS technologies that will allow greater flexibility for real time processing, cash positioning, cash forecasting, ad hoc report writing, as well as future development and enhancements. The decision for moving from server-based to cloud-based is in the best interest for the County since it reduces the costs and efforts to manage the software internally. We are confident in FIS's expertise to support our transition from an on-premises version of the TMS software to a SaaS version. The County contracted with FIS to manage our eCommerce services which securely collected over 13 billion dollars in 2023.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today; Focus Area F – Flexible and Efficient Infrastructure.

FISCAL IMPACT/FINANCING

The maximum sum for the entire term of the Contract, including optional term extensions, is \$1,201,526. Funding for TMS has been included in the TTC's Fiscal Year 2024 25 Budget and will be included in each subsequent year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code 31000, the Board is authorized to Contract for special services. FIS has been our current Treasury Management software vendor since 2017. The recommended Contract includes adequate terms and conditions to protect the County, which are substantially similar to the current Contract. There have been no contracting issues, or breaches with FIS under the current Contract. The TTC worked closely with the CEO Risk Management, County Counsel, and Chief Information Office (CIO) to negotiate the most advantageous and commercially responsible terms possible for the County. During the initial Contract with FIS, the TTC and County Counsel

engaged in extensive negotiations with FIS regarding the County's standard terms and conditions. These mutually agreed upon terms and conditions were carried over into this new Contract.

The CIO has reviewed the Board Letter and recommends approval. The CIO determined that because the new Contract with FIS is substantially similar to the previous contract, no formal CIO Analysis is required. While no new functionality is currently being implemented, the system will be migrated from a server-based system residing at the County Data Center to a cloud-based system hosted by FIS. Because of that, the CIO security team has validated that all terms related to security and incident response have been incorporated into the Contract. The Chief Information Security Officer also reviewed the Contract and did not identify any information technology security or privacy related issues.

The recommended Contract contains your Board's required provisions that are applicable to the Contract, including the requirement for the firms to comply with Government Code Section 84308 relating to campaign contribution prohibitions.

The TTC will not request FIS to perform services that exceed the Contract Sum, scope of work, or extend beyond the term of the Contract. The Contract expressly provides that the County does not have an obligation to pay for services by FIS that exceed the maximum Contract Sum. As to the maintenance and support of the existing legacy TMS, FIS will maintain the legacy TMS under the new Contract until the TTC transitions to the new TMS.

CONTRACTING PROCESS

On March 23, 2023, the TTC released a Request for Proposals (RFP) for the provision of the new TMS and posted the RFP on the County's open bids website of registered vendors (Attachment A) under the following Commodity Codes, which consisted of approximately 2,000 registered vendors.

- 91829 – Consulting Services – Computer Software
- 94656 – Investment Management Services
- 91804 – Consulting – Accounting/Auditing/Budget
- 94625 – Banking Services
- 94629 – Cash Management Services

The RFP was also posted on the TTC website and emailed to 30 firms on TTC's mailing list. Additionally, the TTC notified the Department of Consumer and Business Affairs of the RFP release for TMS, and it notified its vendor community.

A Mandatory Proposers' Conference was held on April 11, 2023, with four firms attending. Subsequently, the TTC issued one RFP addenda. Addendum One provided updated information regarding (1) Redlined Contract Clarification, (2) Partner Banking Institutions, and (3) Cash Flow Forecasting.

The proposal submission due date was May 4, 2023, at 5:00 p.m., Pacific Time. The TTC received two proposals by the due date from the following proposers: FIS and Coupa Software Inc. (Coupa).

The TTC evaluated proposals by utilizing the County's Informed Averaging scoring methodology. The proposal submitted by FIS was the highest ranked, most responsive and responsible proposal, demonstrating FIS' understanding of the Contract requirements. Additionally, FIS has more than 50 years of experience providing TMS solutions to over 300 clients, including but not limited to, Orange

County, Riverside County, and University of California. FIS has roughly 650 federal, state, county, city, and authorities, including but not limited to, California State Treasurer's Office, California State Controller's Office, City and County of San Francisco, State of Oregon, State of Washington, State of Texas, State of New York, State of Ohio, State of Illinois, U.S. Department of Transportation, and U.S. Department of Agriculture Food and Nutrition Services.

On October 12, 2023, the TTC notified the non-awarded proposer, Coupa, in writing and provided it with instructions for requesting a debriefing. Coupa did not request a debriefing from the TTC.

During the negotiation process, the TTC worked closely with County Counsel regarding FIS's requested exceptions and changes to Contract provisions. The majority of the exceptions were agreed upon previously in the current Contract. Since this was a SaaS solution, the maintenance and service agreements were modified to use the existing FIS provisions.

County Counsel has approved the Contract, as to form. The CIO reviewed the Board Letter and Contract. The CIO concurs with the TTC's recommendation. The County's Information Security Officer reviewed and accepted the change submitted to the County's approved information security requirements language.

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

A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment B). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended Contract will enable the TTC to continue providing required Treasury Management and cash flow services to the County Treasury, integral to safeguarding public funds.

The Honorable Board of Supervisors

9/10/2024

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Respectfully submitted,



ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector



Peter Loo
Chief Information Officer

EBG:MG:VN:DS:lc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chief Information Officer



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➤ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING SERVICES - COMPUTER SOFTWARE		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
Open Day:	3/23/2023	Closed Date:	5/4/2023 5:00:00 PM
Contact Name:	David Sandoval	Contact Phone:	(213) 974-7360
Contact Email:	contracts@ttc.lacounty.gov		
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➤ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_A		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	INVESTMENT MANAGEMENT SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_B		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CONSULTING - ACCOUNTING/AUDITING/BUDGET		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_C		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	BANKING SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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⊕ Solicitation Information

Solicitation Number:	TTC RFP 2023-01 TMS_D		
Title:	Treasury Management System		
Department:	Treasurer and Tax Collector		
Bid Type:	Service	Bid Amount:	N/A
Commodity:	CASH MANAGEMENT SERVICES		
Description:	<p>The County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) is issuing this Request for Proposals (RFP) for provision of a Treasury Management System.</p> <p>You may download the RFP from the Internet by accessing the County's website at https://camisvr.co.la.ca.us/lacobids/, selecting "Open Solicitations," and then searching by the solicitation title of Treasury Management System. You may also download the RFP by accessing the TTC's website https://ttc.lacounty.gov/contract-opportunities/. Potential Proposers are responsible for downloading and reviewing the entire RFP.</p> <p>The RFP contains the service requirements, proposal content and format requirements, a description of the proposal selection process, and a sample contract. Potential Proposers that meet the minimum requirements identified in Paragraph 3.0, Proposer's Minimum Mandatory Qualifications, are invited to submit a proposal to provide the services described in Exhibit A, Statement of Work, of Appendix A, Sample Contract. Potential Proposers should carefully review the RFP and ensure their proposal complies with all RFP requirements.</p> <p>Pursuant to Subparagraph 7.6.7, Proposers must list all of their exceptions in their proposal submission. Proposers may not take exception to the Standard Terms and Conditions in their entirety and replace the County's Standard Terms and Conditions with the Proposer's. The TTC will consider such a proposal to be non responsive.</p> <p>The TTC will recommend approval of the contract to the most responsive and responsible Proposer. In general, the greater the number of exceptions to the terms and conditions the Proposer lists, and the more substantive the exceptions are, the less responsive the proposal will be deemed. Thus, a Proposer that lists large number of exceptions in quantity or quality will be scored accordingly. This practice reflects the fact that a Proposer that is able to accept the Standard Terms and Conditions as is,</p> <p>without any exception, is more responsive to the RFP than a Proposer that takes number of exceptions to the Standard Terms and Conditions.</p> <p>During the negotiations process, the TTC limits the exceptions that can be negotiated to the exceptions listed in the proposal itself. The TTC would compromise the integrity of the RFP process if it were to negotiate an exception that the Proposer did not list in its proposal. If the Proposer had listed the exception in the proposal, the Proposer's score would likely have been less than originally calculated, thereby having a potential impact to the ranking of all proposals.</p> <p>A virtual Mandatory Proposers' Conference (Conference), to answer questions regarding the written specifications of the RFP, will be held at 11:00 a.m. Pacific Time (PT) on Tuesday, April 11, 2023. Vendors that intend to submit proposals must attend this Conference or will be disqualified. To register to attend the Conference, please send an email to David Sandoval, Contracts Section, at contracts@ttc.lacounty.gov no later than 5:00 p.m. PT on Friday, April 7, 2023.</p> <p>Proposals must be prepared in accordance with Paragraph 7, Business Proposal Requirements and Evaluation. Proposals are due no later than 5:00 p.m. PT on Thursday, May 4, 2023, and shall be emailed to: contracts@ttc.lacounty.gov. Proposals received after the scheduled deadline will not be accepted.</p>		
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

FIS CAPITAL MARKETS US LLC

FOR

TREASURY MANAGEMENT SYSTEM

79602

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
FIS CAPITAL MARKETS US LLC
FOR
TREASURY MANAGEMENT SYSTEM**

This Contract ("Contract") made and entered into this 10th day of September, 2024 ("Effective Date") by and between the County of Los Angeles, hereinafter referred to as County, and FIS Capital Markets US LLC, hereinafter referred to as "Contractor." Contractor is located at 347 Riverside Avenue Jacksonville, FL 32202.

RECITALS

WHEREAS, California [Government Code Section 31000](#) authorizes the Board of Supervisors of the County (Board) to contract for special services; and

WHEREAS, the County desires to contract with a private business for a Treasury Management System and the County has determined that the Treasury Management System to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing a Treasury Management System, as defined below; and

WHEREAS, the Contractor has submitted a proposal to the County of Los Angeles Department of Treasurer and Tax Collector (TTC) for the provision of such a System and based upon the Request for Proposals (RFP) process, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the TTC, on behalf of the County, will administer said Contract.

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

79602

1 APPLICABLE DOCUMENTS

Exhibits A through H 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.

1.1 Standard Exhibits:

Exhibit A	Statement of Work
Exhibit A1	Statement of Work Attachments and Exhibits
Exhibit A2	Statement of Work Exhibits
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Intentionally Omitted
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Defaulted Property Tax Reduction Program

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 will be valid unless prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) of this Contract and signed by both parties.

2 DEFINITIONS

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

Additional Component(s): Any function or module that is (i) not included in the Solution then licensed by the County under this Contract; and (ii) not otherwise to be provided to the County under this Contract as an Update to the Solution, which Additional Component(s) may be provided upon written agreement with the County in the form of Additional Work in accordance

with Subparagraph 2.1

- 2.1 Additional Work:** Solution configurations, modifications, Additional Components and/or Professional Services, which may be provided by the Contractor to the County upon written agreement with the County in the form of Additional Work accordance with Subparagraph 3.4.
- 2.2 Board of Supervisors (Board):** The Board of the County acting as governing body.
- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between County and Contractor, together with all exhibits, appendices, and attachments hereto, all as modified in accordance with the terms hereof. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 Contract Term:** As defined in Paragraph 4.0 – Term of Contract.
- 2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.8 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual, has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.10 Contractor's Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Data:** All of the County confidential information, data,

records, and information of the County stored in the Solution and to which Contractor has access.

- 2.14 County Information:** All Data and Information belonging to the County.
- 2.15 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.16 County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.17 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.18 Data:** A subset of Information comprised of qualitative or quantitative values.
- 2.19 Day(s):** Calendar day(s) unless otherwise specified.
- 2.20 Deficiency:** Defects in design, development, implementation, materials and/or workmanship, errors, omissions, deviations from published and/or mutually agreed upon standards or Specifications under this Contract which result in the Solution not performing in strict compliance with the provisions of this Contract and the Specifications.
- 2.21 Deliverables:** Whether singular or plural, will mean any task, subtask, good, work, or items and/or services provided or to be provided by the Contractor under this Contract identified, by designation or context, in the SOW, Exhibits, Attachments, Schedules, or any document associated with the foregoing.
- 2.22 Documentation:** The standard user documentation Contractor provides for the Solution, as such documentation may be updated from time to time for its general customer base.
- 2.23 Effective Date:** The date of approval of this Contract by County's Board.
- 2.24 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.25 Implementation Services:** The tasks, deliverables, goods,

services, and other work described in Exhibit A - SOW, other than Additional Work.

- 2.26 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.
- 2.27 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 2.28 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.29 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.30 Pool Dollars:** Absent an Amendment in accordance with Subparagraph 8.1, Change Notices and Amendments, the maximum amount allocated under this Contract for the provision by Contractor of Additional Work approved by the County in accordance with the Terms of this Contract.
- 2.31 Production Use:** The actual use of the Solution in the production environment to process actual live data in County's day-to-day operations.
- 2.32 Professional Services:** Services including, but not limited to, consulting services and/or additional training, which Contractor may provide upon written agreement with the County in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.33 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, SOW.
- 2.34 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.35 Services:** Collectively, the Implementation Services, the Support Services, the Professional Services, other services provided as Additional Work, and Transition Services under and

in accordance with this Contract.

- 2.36 Specifications:** Collectively, the System Requirements and the Documentation.
- 2.37 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.38 Subcontractor(s):** Any individual, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services, equipment, and/or materials to Contractor in furtherance of Contractor's performance under this Contract, under oral or written agreement.
- 2.39 Solution:** The Cloud-based/SaaS software services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware, and Documentation, excluding the Services, as specified, modified, and used to provide the solution that will be provided by Contractor under this Contract.
- 2.40 System Requirements.** The hardware and software requirements County's system(s) must meet in order to use the Solution.
- 2.41 Third-Party Software:** All software and content licensed, leased, or otherwise obtained by the Contractor from a third-party, and used with Solution or used for the performance of the Services.
- 2.42 Treasurer and Tax Collector:** The director of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.43 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.44 Update(s):** Changes to the Solution including, but not limited to: (a) a bug fix, patch, or redistribution of the Solution that corrects an error as well as addresses common functional and performance issues; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the Solution such as a change in the number to the left of the period in the version numbering format X.XXX); or (c) any modifications to the Solution designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers.

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, including, but not limited to, Exhibit A, SOW.
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract must conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract or as otherwise agreed to in writing in accordance with this Contract or with applicable law, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim against the County for payment for such items, provided that the County returns and/or destroys any such items that are capable of being destroyed, so long as returning or destroying such items can be done without materially adversely impacting the Solution.
- 3.4** Upon County's written request and mutual approval of the parties pursuant to the terms of this Contract, Contractor must provide Additional Work, including additional configuration and/or Professional Services, in accordance with this Subparagraph, Subparagraph 8.1 – Change Notices and Amendments, and Exhibit A, SOW, at the applicable pricing terms set forth in Exhibit B, Pricing Schedule.
- 3.5** To the extent reasonably necessary for Contractor to perform its obligations under this Contract, the County will provide to Contractor access to County's equipment, data, and employees, and will otherwise cooperate with Contractor in its performance hereunder, all as reasonably necessary for Contractor to perform its obligations under this Contract.
- 3.6** To the extent this Contract requires the County's project management personnel to approve services prior to Contractor's invoicing for such work, it is understood and agreed that the County will ensure that the appropriate County personnel timely provide(s) such written approval.

4 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon the Effective Date and will continue for five years, unless sooner terminated or extended in whole or in part.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of seven years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC will provide Contractor with a written notice of intent to renew the Contract at least 30 calendar days prior to the expiration of the then current term of the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1, Change Notices and Amendments, of this Contract.
- 4.3** The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension option.
- 4.4** The Contractor must use commercially reasonable efforts to notify the County's Project Director when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County's Project Director at the address herein provided in Exhibit D, County's Administration.

5 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1** The maximum Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Solution and Services specified herein in accordance with Exhibit B, Pricing Schedule, and must not exceed \$1,201,526.
- 5.1.2** Contract rates specified in Exhibit B, Pricing Schedule, must remain firm and fixed for the Contract Term including all option extensions.
- 5.1.3** The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

5.1.4 The maximum Contract Sum in Subparagraph 5.1.1 must be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use taxes on the Solution and all Services provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the Solution, to the extent applicable. All California sales/use taxes must be paid directly by the Contractor to the State or other taxing authority. Contractor will be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

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.

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

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

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION- TERMINATION OF CONTRACT

Other than as agreed to in writing in accordance with this Contract or with applicable law, 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. The County must be entitled to immediate repayment of an such payments received by the Contractor. Payment by the County for services rendered after expiration termination of this Contract will not constitute a waiver of the 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 in accordance with Exhibit B, Pricing Schedule. Invoices must include all charged owed to the Contractor by the County under the terms of this Contract. County's payments to Contractor will be as provided in Exhibit B, Pricing Schedule, or the applicable Change Notice. The making of any payment or payment by the County, or receipt thereof by the Contractor, will not imply written approval of, or acceptance by the County of such items or the waiver of any warranties or requirements of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Schedule.
- 5.5.3** The TTC will pay all invoices via Electronic Funds Transfer (EFT). The Contractor is responsible for updating banking information timely if there are any changes, and notify Fiscal Services Section at tcbudget@ttc.lacounty.gov.
- 5.5.4** The Contractor's invoices must be legible and accurate. Each monthly invoice must include, at a minimum, the following information:
- Contractor's name and address
 - TTC's name and address
 - Invoice date
 - Unique invoice number
 - Month/Year when service was delivered
 - Contractor's Tax Identification Number
 - Remittance Address
 - Contract Name and Number
 - The tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A, SOW, the applicable Change Notice and Exhibit B, Pricing Schedule, for which payment is claimed.
 - Each line item on the invoice should be numbered sequentially.
- 5.5.5** If Contractor fails to submit the monthly invoices to the County by the 15th calendar day of the month following the month of service, the invoice will be deemed received on the first of the following month.
- 5.5.6** All invoices and supporting documentation must be

submitted via email to:

ttcbudget@ttc.lacounty.gov

5.5.7 The County's Project Manager will contact the Contractor when a revised invoice is required to correct a discrepancy in the invoiced amount and/or service provided. The Contractor must notate "Revised" or "Corrected" on the corrected invoice, update the invoice date, and resubmit in accordance with Subparagraph 5.5.6. If the revised invoice uses a different invoice number, the revised invoice must also reference the original invoice number.

5.5.8 Other than as agreed to in writing in accordance with this Contract, the Contractor must not invoice the County in advance, nor will the Contractor be entitled to advance payment for any tasks, subtasks, deliverables, goods.

5.5.9 INTENTIONALLY OMITTED

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. The County will not withhold approval for payment for any reason other than a discrepancy as determined in good faith in accordance with Subparagraph 5.5.11.

5.5.10 INVOICE DISCREPANCIES

The County's Project Director will review each invoice with noted discrepancies. The County will pay any undisputed invoices in accordance with the usual payment terms herein. With respect to any invoices which are disputed in good faith, the County's Project Director will, within 30 calendar days of receipt thereof, notify the Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor will review the disputed charges and send a written explanation detailing the basis for such charges within 30 calendar days after the Contractor receives County's notification of discrepancies and disputed charges. If County's Project Director does not agree with the explanation given by the Contractor, disputed amounts will be resolved in accordance with the Dispute Resolution Procedure described in Paragraph 8.31.

5.5.11 OVERPAYMENT OF INVOICES

Any overpayment received by the Contractor must be returned to County within 30 days of discovery by the Contractor or notification by the County's Project Manager, whichever occurs first. If the County and the Contractor have a good faith disagreement as to whether an overpayment has occurred, the parties will use the process described in Subparagraph 5.5.10 to address the matter.

5.5.12 PAYMENT OF UNDISPUTED INVOICES

Other than as stated in Exhibit B, the County will pay undisputed invoices within 45 calendar days of receipt thereof.

5.5.14 LOCAL SMALL BUSINESS ENTERPRISES – PROMPT PAYMENT PROGRAM

Certified Local Small Business Enterprises 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.

5.7 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

5.6.2 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.

5.6.3 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.

5.6.4 At any time during the duration of the 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'S ADMINISTRATION

A listing of all County's 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.

The TTC will assign a County Project Director and a County Project Manager to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Project Director and Project Manager.

6.2 COUNTY'S PROJECT DIRECTOR

6.2.1 The County's Project Director is responsible for ensuring that the objectives of this Contract are met and determining the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.2.2 The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.

6.2.3 The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S PROJECT MANAGER

6.3.1 The County's Project Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Project Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.4 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the Department's information systems.

6.5 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the Department's IT infrastructure.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized employee to act for the Contractor in every detail and that employee must speak and read fluently in English.

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.

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must be the principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor must provide the TTC, in writing of the name, address, and telephone number of the individual designated to act as the

Contractor's Project Director at the time the Contract is implemented and as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs. Contractor will provide a current resume for the new Contractor's Project Director promptly following the County's request.

7.1.2 The Contractor's Project Director must be responsible for ensuring the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensuring the Contractor's compliance with the Contract. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

7.1.3 The Contractor's Project Director must be available to meet and confer with the County's Project Director on an as-needed basis either in person or by telephone as mutually agreed by the parties, to review Contract performance and discuss Contract coordination. Such meetings will be conducted at a time and place as mutually agreed by the parties.

7.2 CONTRACTOR'S PROJECT MANAGER

7.2.1 The Contractor's Project Manager is designated in Exhibit E and must be a full-time employee of the Contractor. The Contractor must inform the County's Project Manager and the County's Project Director in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Manager as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Project Manager.

7.2.2 The Contractor's Project Manager must have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and must coordinate with County's Project Manager on a regular basis.

7.2.3 The Contractor's Project Manager must use commercially reasonable efforts to be available during work hours, 7:00 a.m. to 4:00 p.m. Pacific Time (PT), Monday through Friday, excluding Contractor holidays, for telephone and email contact and to meet as mutually agreed with the County's Project Manager to discuss the Contract.

7.3 CONTRACTOR'S FINANCIAL MANAGER

Exhibit E (Contractor's Administration) reflects the designation of the Contractor's Financial Manager. The Contractor must notify the County in writing of any change in the name or address of the Contractor's Financial Manager.

The Contractor must assign a Financial Manager to act as liaison for the Contractor and have full authority to act on behalf of Contractor in all matters related to payments and fees under this Contract. The Contractor's Financial Manager must be reasonably available for telephone contact.

7.4 CONTRACTOR'S STAFF

7.4.1 The Contractor must provide its staff, who visit or provide on-site services under this contract or when entering a County facility or its grounds in connection with performance of this Contract, with a standard photo identification badge acceptable to the TTC, which includes a recent picture of the employee, the employee's name, and the name of the Contractor.

7.4.2 The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the reasonable opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Project Manager. Contractor will use commercially reasonable efforts to promptly replace any such removed employee.

7.4.3 The Contractor must require the Contractor's employees to comply at all times with Contractor's Code of Conduct, all applicable local, State, and Federal laws, and the applicable requirements of this Contract. Contractor's Code of Conduct may be reviewed at [Code of Conduct | FIS \(fisglobal.com\)](#).

7.4.4 The Contractor must supply each of its employees performing Services hereunder with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:

1. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
2. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
3. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County information.
4. **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.
5. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
6. **Privacy:** The Contractor's Privacy Policies and procedures.

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

7.4.6 The Contractor's employees assigned to provide services under this Contract must:

- a. Communicate effectively using good judgment and discretion;
- b. Be trained sufficiently in performing the services; and
- c. Comply with the applicable requirements of this Contract.

7.4.7 NOTICE OF PERSONNEL CHANGES

The Contractor must inform the County's Project Director in writing of the names, addresses, and telephone numbers of the individuals designated to act as Contractor's Project Director, Project Manager, and Financial Manager at the time the Contract is implemented and as changes occur during the Contract

Term. Such notification must be made by the Contractor no later than five business days after a change occurs and must include a current resume for the newly designated person.

7.4.8 CONTRACTOR'S STAFF

County has the right to reject any individual on the Contractor's staff performing work hereunder based on a good faith concern. The County may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term. Contractor must use commercially reasonable efforts to promptly replace any such removed staff.

7.5 CONTRACTOR'S STAFF IDENTIFICATION

7.5.1 The Contractor must provide, at Contractor's expense, all staff assigned to this Contract and visiting or performing services on-site at a County facility with a photo identification badge in accordance with the County specifications. Specifications may change at the discretion of the County and the Contractor will be provided new specifications as required. The format and content of the badge is subject to the TTC's approval prior to the Contractor implementing the use of the badge.

The Contractor's staff, while visiting or providing on-site services under this Contract or when entering a County facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

7.5.2 The Contractor must notify the TTC within three business days when staff that provide services under this Contract are terminated from working under this Contract. The Contractor must retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.

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

7.6 BACKGROUND AND SECURITY INVESTIGATIONS

7.6.1 Each of the Contractor's staff performing work under this Contract, who from time to time during the course of

performance of Services hereunder, comes on the County's stie or has access to County Data, may be requested to undergo a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Project Director, Contractor's Project Manager, and staff that have access to County assets, sensitive Information and/or non-public information.

Such background investigation must be performed in conformance with all federal, state, and local laws. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction, in each case, as permitted by applicable law. The fees associated with background investigation will be at the expense of the Contractor regardless of if the member of Contractor's staff passes or fails the background investigation.

- 7.6.2** Intentionally Omitted
- 7.6.3** Intentionally Omitted
- 7.6.4** During the Contract Term, if the TTC receives a subsequent disqualifying factor for a member of the Contractor's staff, the TTC may request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the TTC's request.
- 7.6.5** The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.
- 7.6.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.6.7** The TTC, 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 TTC or whose background or conduct is incompatible with TTC facility access.

- 7.6.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.6 will not relieve Contractor of its obligation to use commercially reasonable efforts to complete all work in accordance with the terms and conditions of this Contract.

7.7 CONFIDENTIALITY

- 7.7.1** Each party (in this Subparagraph 7.7, "Receiving Party") must maintain the confidentiality of all records and information received from, or on behalf of, the other party (in this Subparagraph 7.7, "Disclosing Party") including, but not limited to , billing and sensitive financial information, County records (in the case of Contractor), data and information, County Data (in the case of Contractor) the Solution and Documentation (in the case of County) and any information relating to Disclosing Party's customers, constituents, users, patients, partners or personnel and any other data, records and information received, obtained and/or produced under the provisions of this Contract ("Confidential Information") and in accordance with this Contract, including without limitation, Attachment 4.3 - Information Security and Privacy Requirements, to the SOW and all applicable federal, state and local laws, rules, regulations, and ordinances.
- 7.7.2** The Receiving Party must use Confidential Information received from the Disclosing Party only to perform those functions permitted by, or receive the benefits granted by, this Contract.
- 7.7.3** The Receiving Party must be permitted to disclose Confidential Information of the Disclosing Party: (A) to the extent required by law to do so, such as by a court order, provided that the Receiving Party must provide the Disclosing Party with prior notice of the required disclosure (to the extent legally permitted) in order to allow the Disclosing Party an opportunity to request confidential treatment of to obtain a protective order before such disclosure; (B) to the minimum extent necessary to enforce its rights under this Contract; and (C) in the course of a regulatory examination, audit or inspection.

- 7.7.4** Access to Confidential Information received from the Disclosing Party must be restricted only to persons who need to know the data to perform their official duties in the performance of this Contract and who are bound by confidentiality provisions that are at least as restrictive as those contained in this Contract.
- 7.7.5** Any other use or disclosure of Confidential Information received requires the express approval in writing from the Disclosing Party. No work will duplicate, disseminate, or disclose any Confidential Information except as allowed in this Contract.
- 7.7.6** Intentionally Omitted
- 7.7.7** The Receiving Party must inform all of its officers, employees, agents, and Subcontractors providing or receiving services hereunder of the confidentiality provisions of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** The County reserves the right to initiate Change Notices that either (i) **do not affect** the SOW, Contract Term, Contract Sum, or payments and do not materially alter the Contract, or (ii) for any expenditure of Pool Dollars (Change Notice). All such changes, if agreed by the Contractor, must be executed with a Change Notice to this Contract signed by the Contractor's authorized representative(s) and by the County's Project Director.

For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice must be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work must additionally require written approval of County's Chief Information Office and County Counsel. County's Project Director or designee is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition or Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.

- 8.1.2** For any change, which affects the SOW but does not

materially alter the Contract or affect the Contract Term, a mutually agreed upon Amendment to this Contract must be prepared and executed by the Contractor's authorized representative and by the Treasurer and Tax Collector or his/her designee, and approved as to form by County Counsel.

8.1.3 Except as provided in Subparagraphs 8.1.2, 8.1.4, and 8.1.5, for any change which affects the Contract Term, Contract Sum, the SOW, and/or materially alters the Contract, a mutually agreed Amendment to this Contract must be prepared and executed by the Contractor's authorized representative and by the Board or its authorized designee.

8.1.4 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor's authorized representative and by the Treasurer and Tax Collector or his/her authorized designee.

8.1.5 The Treasurer and Tax Collector or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional extensions, an Amendment to the Contract will be prepared and executed by the Contractor's authorized representative(s) and the Treasurer and Tax Collector or his/her designee at least 30 days prior to the expiration of the current Contract Term.

8.2 ASSIGNMENT AND DELEGATION/SUBCONTRACTING

8.2.1 Except as expressly provided in this Subparagraph 8.2, the Contractor must not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, which consent will not be unreasonably withheld or delayed, and any attempted assignment or delegation without such consent will be null and void. For purposes of, but without limiting, this Subparagraph 8.2, a subcontract must constitute a delegation. The Contractor must provide County written notice of any proposed assignment or delegation as soon

as Contractor is legally permitted to do so, and in all cases within a reasonable amount of time prior to the proposed date for consummation of such assignment or delegation, in order for County to evaluate such assignment or delegation in accordance with County Board Policy No. 5.053 (Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions). For purposes of this paragraph, County consent must require a written Amendment to the Contract, which is formally approved and executed by the parties in accordance with Subparagraph 8.1 – Change Notices and Amendments. 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.

- 8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, then County may terminate this Contract as its sole and exclusive remedy.
- 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, which approval will not be unreasonably withheld, may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against the purported assignee as it could pursue against Contractor.
- 8.2.4** Notwithstanding the foregoing, the Contractor may subcontract or delegate to parent, sister, and subsidiary companies in its performance hereunder without advance written approval of the County. The Contractor must remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract. The Contractor must 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.

8.3 WARRANTIES

8.3.1 Each party represents and warrants that the person executing this Contract for such party 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 such party have been fulfilled to provide such actual authority.

8.3.2 The Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.

8.3.3 There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

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 Contract Term (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 30 calendar days of the Board's approval of such actions. Any reduction in the County's payment obligation and the services to be provided by Contractor must be accomplished pursuant to a mutually agreed upon Amendment under Subparagraph 8.1 – Change Notices and Amendments. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the non-reduced services set forth in this Contract. Notwithstanding the foregoing, in no event will this Subparagraph 8.4 act to terminate, reduce or waive any Solution fees due hereunder.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, each party must comply with all applicable federal, state and local laws, rules, regulations, and ordinances applicable to it in its

performance hereunder.

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

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.

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 \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor 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 shall be attached to the agreement.
3. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. In the event the Contractor violates this paragraph of the Contract County may, in its sole discretion, terminate the Contract and seek to debar the Contractor.

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 Each party must comply with all conflict-of-interest laws, ordinances, and regulations applicable to it in its performance hereunder, now in effect or hereafter to be enacted during the term of this Contract. Each party represents that it is not now aware of any facts that create a conflict of interest. If such party 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 other party. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

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. For this purpose, "consideration" will mean that the Contractor will interview qualified candidates who are referred to the Contractor by the County or who otherwise apply with the Contractor and identify themselves as eligible for consideration under this Contract.

8.11 CONSIDERATION OF HIRING GAIN/START 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 Skills and Training to Achieve Readiness for Tomorrow (START) 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 who are referred to the Contractor by the County or who otherwise apply with the Contractor and identify themselves as eligible for consideration under this Contract. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County may inform Contractor as to which employees must be given first priority for consideration in the event such employees are equally qualified.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

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

8.12.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same,

3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 CONTRACTOR HEARING BOARD

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative 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.
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.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five 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.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms will also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

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

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1** The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2** As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act ([42 USC Section 653a](#)) and [California Unemployment Insurance Code Section 1088.5](#), and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to [Code of Civil Procedure Section 706.031](#) and [Family Code Section 5246\(b\)](#).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1** The Contractor will repair, or cause to be repaired, at its

own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor in their performance hereunder. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after Contractor has become aware of the occurrence.

- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs and must be promptly reimbursed by the Contractor for the out of pocket costs incurred by the County in making such repairs.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1** The Contractor must fully comply 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 Change Notices and Amendments prepared pursuant to Subparagraph 8.1 (Change Notices and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Change Notices and 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 Other than County's payment obligations for deliverables provided or work already performed in accordance with this Contract, which must be suspended only for so long as the force majeure event renders County unable by any means to transmit payments when due hereunder, 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 reasons beyond such party's reasonable control including 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, changes in law, regulation or ordinance, outages of power, communications or other utilities, 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 In the event a force majeure event continues for more than 30 calendar days, the party not affected by the force majeure event may terminate this Contract by providing written notice to the other. Notwithstanding the foregoing, a force majeure event will not relieve a party of its obligations under Subparagraph 7.7, Confidentiality.

8.20.3 In the event a party's failure to perform arises out of a force majeure event, such party agrees to use commercially

reasonable best efforts to 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 federal and state courts located in 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 Subparagraph 7.7 (Confidentiality).

8.23 INDEMNIFICATION

8.23.1 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), (a) caused by Contractor's or Contractor's officers, employees, subcontractors, or other agents' breach of this Contract, except to the extent such loss or damage arises from the breach of this Contract by, or the negligence or willful misconduct of, the County Indemnitees, and provided that this indemnity is subject in all respects to the limits of liability set forth in Subparagraphs 8.64 (No Third Party Beneficiaries), 8.66 (Exclusion for Unauthorized Actions), 8.67 (Limitations Cap) and 8.68 (Consequential Damage Exclusion); (b) arising out of any bodily injury or damages to tangible property caused by Contractor or Contractor's officers, employees, subcontractors, or other agents' negligence or willful misconduct in their performance hereunder. County must inform the Contractor as soon as practicable of any claim or action alleging an event giving rise to an indemnification claim and tender control of the defense of the claim to Contractor and must support the Contractor's defense and settlement thereof.

8.23.2 The Contractor must indemnify, hold harmless, and defend County from and against any and all claims from a third party (including any liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of such claim) based on any actual or alleged infringement by the Solution, including any Update, or Documentation, as and when made available to the County by Contractor and when properly used for the purpose and in the manner specifically authorized by this Contract, of any third party's United States patent or United States copyright, or any actual or alleged unauthorized trade secret disclosure. County ~~(b)~~ shall ~~(b)~~ inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and tender control of the defense of the claim to Contractor and will support the Contractor's defense and settlement thereof. The remedies provided in this Subparagraph 8.23 are the sole remedies for a claim of infringement or misappropriation hereunder.

8.23.3 In the event the Solution or Documentation or part thereof, 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, must either: (a) Procure for County all rights to continued use of the Solution or Documentation; or (b) Replace the Solution or Documentation with a non-questioned item; or (c) Modify the Solution or Documentation so that it is free of claims; or (d) if, after using commercially reasonable efforts, the Contractor is unable, in the reasonable determination of County, to successfully complete the remedial measures described in either (a), (b), or (c), terminate County's use of the Solution and Documentation. The Contractor will 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 as set forth in the Documentation

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 procure and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 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

1. Certificate(s) of insurance coverage (COI(s)) in the latest standard ACORD format, and a copy of an Additional Insured endorsement confirming County Indemnified Parties have 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.
2. Renewal COIs must be provided to County within ten days of receipt by Contractor. The County reserves the right to request a review of complete copies of any required Contractor and/or sub-contractor insurance policies at any time, with any Confidential Information redacted.

3. COIs 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 COI must be the named insured and must cover the Contractor identified as the contracting party in this Contract. COIs must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, and identify any County required endorsements.
4. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance COI 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.
5. COIs and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple
Street, Room 464 Los
Angeles, CA 90012
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

Except when the County is found solely negligent by a court of competent jurisdiction, 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 additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. 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

The Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation, except for normal insurance renewal processes, or any material change such that Contractor's insurance no longer meets the requirements of this Contract. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or material policy change. Failure to provide written notice of cancellation or any material 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

The Contractor's failure to maintain the Required Insurance will give County the right to suspend or terminate this Contract. This does not pertain if the failure is outside of Contractor's control (ex: failure of Contractor's insurance broker and/or USPS to deliver a certificate within any required time period), unless an actual interruption in coverage has taken place or of Contractor fails to provide a certification within a 30 day curative period following a specific written request by the County.

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

The 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 unless determined by a court of competent jurisdiction that the

County is solely responsible for any claims.

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 the General Liability, Auto Liability, and Workers Compensation policies except for events determined by a court of competent jurisdiction to be caused by the willful misconduct or gross negligence of the County. 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

The 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. The 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. The 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)

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

8.24.11 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claim 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 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 Insurance Services Office, Inc. (ISO) 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 (which approval must not be unreasonably withheld or delayed), Contractor use of risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County 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. Any changes to insurance requirements must be mutually agreed upon by both the County and Contractor.

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 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, if any, in performing its obligations hereunder, 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.

8.25.4 CYBER LIABILITY INSURANCE

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

8.26 INTENTIONALLY OMITTED

8.27 INTENTIONALLY OMITTED

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

1. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
2. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
3. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
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 Intentionally Omitted

8.28.7 If any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated with respect to the people performing under this Contract, such violation will constitute grounds upon which the County may terminate or suspend this Contract.

Additionally, 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 with respect to the people performing under this Contract will constitute grounds upon which the County may terminate or suspend this Contract.

8.29 NON-EXCLUSIVITY

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

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 give prompt notice thereof, including all relevant information with respect thereto, to the other party.

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this subparagraph, a "dispute" will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing, or hereafter arising under or in connection with, or in any way pertaining to this Contract.

8.31.1 Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes must be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions must be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

8.31.2 Contractor and County agree that, the existence and

details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, except for any performance, which the parties mutually determine should be delayed as a result of such dispute.

- 8.31.3** Intentionally Omitted
- 8.31.4** Intentionally Omitted
- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County must submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his/her designee. These persons must have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, neither party's right to terminate this Contract and neither party's right to seek injunctive relief to enforce

the provisions of Subparagraph 7.7, Confidentiality, must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of each parties' rights and must not be deemed to impair any claims that such party may have against the other or such party's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.31.11 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.

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 who work in a bona fide office located in the County, and will require each Subcontractor to notify and provide to its employees who work in a bona fide office located in the County, 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/safely-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) or via facsimile or electronic copy representation pursuant to Subparagraph 8.18 (Counterparts and Electronic Signatures and Representations). Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector, or his/her 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 CALIFORNIA 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 Subparagraph 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 RFP used in the solicitation process for this Contract, may become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 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, provided that the County has complied with its obligations under Subparagraph 7.7.3 of this Contract.

8.36.2 In the event the Contractor requests the County and the County defends an action on a Public Records Act request for any of the Contractor's Confidential Information, 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:

1. The Contractor must develop all publicity material in a professional manner; and
2. During the term of this Contract, the Contractor 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, provided that the requirements of this Subparagraph 8.37 (Publicity), of this Contract, 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 to make available to the County, copies of, or electronic access to, such records relating to this Contract. All such material will be kept and maintained by the Contractor and made available to the County as described in this Subparagraph 8.34 during the term of this Contract and for a period of five years from creation, unless the County's written permission is given to dispose of any such material prior to such time.

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 A-C within 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 grounds upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within one year 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 payment obligation for any such work is less than payments actually made by the County to the Contractor, then any such over payment 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 A-C, 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's 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 If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or his/her designee in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer.** Any attempt by the Contractor to subcontract without the prior consent of the above parties may be deemed a material breach of this Contract.

8.40.2 Following written approval by the Treasurer and Tax Collector or his/her designee in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, 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 County, Contractor must forward a fully executed subcontract to the TTC for its files.

8.40.3 After the Contractor has engaged an approved Subcontractor, the Contractor must provide the following information promptly at the County's request and prior to

any work being performed by the Subcontractor:

1. A description of the work to be performed by the Subcontractor;
2. A draft copy of the proposed subcontract; and
3. Written agreement from each Subcontractor and/or third party, certifying it must comply with and be bound by the applicable terms of Attachment 4.3(Information Security and Privacy Requirements) of this Contract; and
4. Other pertinent information and/or certifications requested by County.

8.40.4 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 Contractor employees.

8.40.5 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.

8.40.6 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.

8.40.7 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 COIs, 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, the Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

In the event the Contractor fails to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), of this Contract, or if Contractor is located or has its principal place of business outside the state of California, compliance to the Child Support Program in the state where it is domiciled or has its principal place of business and fails to cure such default within 90 calendar days of written notice, the County may terminate this Contract and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

TERMINATION FOR CONVENIENCE

8.42 After the date 12 months from the Effective Date, and subject to County's payment of a one-time termination fee consisting of the sum of all Monthly Fees that would have been payable under the Contract had it not been terminated, this Contract may be terminated when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

8.42.1 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must

8.42.2 stop work under this Contract on the date and to the extent specified in such notice. 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 Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement), of this Contract.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by 30 days advance written notice to the Contractor, terminate this Contract if Contractor has materially breached this Contract and fails to cure such breach within 30 days of receipt of such notice.

8.43.2 The Contractor may, by 60 days advance written notice to

the County, terminate this Contract if the County has materially breached this Contract and fails to cure such breach within 60 days of the receipt of such notice. .

8.43.3 Each advance written notice under this Subparagraph 8.43 must provide reasonable detail with respect to each breach described therein.

8.43.4 Intentionally Omitted

8.43.5 The rights and remedies of either party provided in this Subparagraph 8.43 (Termination for Default), of this Contract, will not be exclusive and are in addition to any other rights and remedies provided by law, as may be limited or supplemented by this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate 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 the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must be made to the Los Angeles County A-C's Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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 Either party may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency. A party will be deemed to be insolvent if it has ceased to pay its debts for at least 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 party is insolvent within the meaning of the Federal Bankruptcy Code;
2. The filing of a voluntary or involuntary petition

regarding the other party under the Federal Bankruptcy Code;

3. The appointment of a Receiver or Trustee for the other party; or
4. The execution by the other party of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of either party provided in this Subparagraph 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 grounds 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, 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 EFFECT OF TERMINATION

8.48.1 In the event a party terminates this Contract or upon the expiration of the Contract, as applicable, then:
(a) Contractor must cease to provide the Solution and perform the Services being terminated on the date and to the extent specified in such notice; (b) County will pay to the Contractor all sums due and payable to Contractor for the Solution and Services performed through the effective date of such expiration or termination (prorated as appropriate); (c) Contractor must return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable; (d) Contractor must promptly return to the County any and all of the County's Confidential Information including all County Data, in a media reasonably requested by the County; and (e) the

County must promptly return to Contractor any and all copies of the Contractor's Confidential Information, including the Solution materials and Documentation.

8.48.2 Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

8.48.3 For 90 calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Data in accordance with Attachment 4.3 (Information Security and Privacy Requirements). The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice or Amendment. In addition, upon the expiration or termination of this Contract, County may request Contractor to provide services in the form of Additional Work to assist County to transition Solution operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor must provide the County with all of the Transition Services as provided in this Subparagraph 8.48.3. The duty of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County will have the right to seek specific performance of this Subparagraph 8.48.3 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.3 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

8.49 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.

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor must not reproduce, copy, distribute, republish, download, display, post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor must not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.51 WAIVER

No waiver by a party of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of a party 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 Subparagraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 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.

8.52.2 For breach of this warranty, the County will have the right to terminate this Contract.

8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through the 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, the 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](#).

8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

In the event of a failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.53 (Warranty of Compliance with County’s Defaulted Property Tax Reduction Program) then 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 ten days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.55 TIME OFF FOR VOTING

The Contractor must notify its employees who are full time residents of the state of California and must require each Subcontractor to notify and provide to its employees who are full time residents of the state of California, information regarding the time off for voting law ([Elections Code Section 14000](#)).

8.56 INTENTIONALLY OMITTED

8.57 ACCEPTANCE

8.57.1 The Solution, Services, Deliverables, and milestones (if applicable) will be subject to acceptance, and acceptance testing by the County, as more fully described in the mutually agreed Exhibit A, SOW.

8.57.2 Production Use will not be deemed acceptance or Final Acceptance of the Solution, Services, Deliverables, or milestones.

8.57.3 If the County’s Project Director makes a good faith determination at any time that the Solution (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.57.3 as “Designated Test”), the County’s Project Director will promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor

must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, milestones, and/or System as will permit the Solution, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor must notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the Solution, Services, Deliverables, or milestones again fails to pass the applicable Designated Test, the County's Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the Solution, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the Solution, Services, Deliverables, or milestones as will permit the Solution, Services, Deliverables, or milestones to be ready for retesting.

8.57.4 Such procedure will continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) on the basis of such non-curable default.

8.57.5 Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the Solution; (ii) a termination of any part of Exhibit A, SOW, relating to the Solution, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the Solution as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.57.5, County will have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all

payments made to the Contractor by the County under this Contract for the component(s), Solution, Service(s), Deliverable(s), or milestone(s), as to which the termination applies, or if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more Solution component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

8.58 INTEGRATION/INTERFACING

To the extent so agreed in such SOW, Contractor must provide the Interfaces identified in Exhibit A, SOW, as part of the Solution.

8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Contract Term, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.59, Communication Systems and Access to Information) including, but not limited to, voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use appropriate security pursuant to Subparagraph 9.6 hereof, and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County other than as needed for Contractor to provide the Solution and Services. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems provided that County, and not Contractor, must

be solely liable for any adverse impact of County's exercise of this right. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas on County's premises (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Information or County systems.

8.60 SUPPORT SERVICES

During the Contract Term, Contractor must provide Support Services for the Solution in accordance with Attachment 4 – Maintenance and Support Services.

8.61 INTENTIONALLY OMITTED

8.62 SEVERABILITY

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.

8.63 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract will be construed to have been drafted by all parties such that any ambiguities in this Contract will not be construed against either party.

8.64 NO THIRD-PARTY BENEFICIARIES

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

8.65 GREEN INITIATIVES

The Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. The Contractor must notify County’s Project Manager of Contractor’s new green initiatives prior to the Contract’s commencement.

8.66 EXCLUSION FOR UNAUTHORIZED ACTIONS DISCLAIMER

Except as otherwise stated in this Contract, the System Software, Documentation and Services are provided “as is”, and all other representations, warranties, terms or conditions, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, quality of information, quiet enjoyment or otherwise (including implied warranties, terms or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the fullest extent permitted by applicable law, excluded from this Contract.

8.67 LIMITATIONS CAP

Except for claims for breach of confidentiality, each party’s total aggregate liability under or related to this Contract must under no circumstances exceed the aggregate amount of fees actually paid by County to Contractor under this Contract during the first twelve (12) month period following the Effective Date. For claims of breach of confidentiality, each party’s total aggregate liability under or related to this Contract must under no circumstances exceed five million dollars (\$5,000,000)

8.68 CONSEQUENTIAL DAMAGES EXCLUSION

UNDER NO CIRCUMSTANCES WILL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SYSTEM SOFTWARE, SERVICES OR OTHER SOFTWARE UNDER THIS CONTRACT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES; (b) LOST PROFITS; (c) LOSS OF BUSINESS; (d) TRADING LOSSES; (e) INACCURATE DISTRIBUTIONS; OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM COUNTY’S USE OF THE SYSTEM SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS CONTRACT OR ANY TERMINATION OF THIS CONTRACT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN

ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

8.69 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

If the 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. The 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 the Contractor's staff pursuant to this Subparagraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.70 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

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

8.71 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.

8.72 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

The Contractor must maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary for Contractor to perform its obligations under the Contract. The Contractor must ensure the same of all of its officers, employees, and agents who perform services under this Contract and must maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor must provide evidence of such to the County within ten calendar days of County's reasonable written request.

8.73 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 material levels of 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.

8.74 INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor will be required to comply with the applicable portions of the State of California's Cal OSHA's regulations that apply to vendors that are not domiciled in California whose consultants perform Services on County premises. 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.

8.75 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

The Contractor must be qualified to do business in the State of California.

9.2 INTENTIONALLY OMITTED

9.3 INTENTIONALLY OMITTED

9.4 INTENTIONALLY OMITTED

9.5 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must comply with Attachment 4.3 (Information Security and Privacy Requirements) of this Contract. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Upon County's reasonable written request, Contractor will certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must maintain compliance during the term of this contract. Failure to maintain compliance, and to timely cure any material non-compliance, may be grounds for County to terminate this Contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

9.6 COMPLIANCE WITH COUNTY'S WOMEN IN TECHNOLOGY HIRING INITIATIVE

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring, and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available.

10 SURVIVAL

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

Subparagraph 5.4	No Payment for Services Provided Following Expiration/Termination of Contract
Subparagraph 7.7	Confidentiality
Subparagraph 8.6	Compliance with Applicable Law

Subparagraph 8.21	Governing Law, Jurisdiction, and Venue
Subparagraph 8.23	Indemnification
Subparagraph 8.24	General Provisions for All Insurance Coverage
Subparagraph 8.25	Insurance Coverage
Subparagraph 8.31	Dispute Resolution Procedure
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.48	Effect of Termination
Subparagraph 8.62	Severability
Subparagraph 8.64	No Third-Party Beneficiaries
Subparagraph 8.66	Exclusion for Unauthorized Actions Disclaimer
Subparagraph 8.67	Limitations Cap
Subparagraph 8.68	Consequential Damages Exclusion
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.

CONTRACTOR:

FIS CAPITAL MARKETS US LLC

By 
Peggy Poche

Name

Finance Shared Services Manager

Title



COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

79602

ATTEST:

Edward Yen,
Executive Officer
of the Board of
Supervisors

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

By 
Deputy



EDWARD YEN
EXECUTIVE OFFICER

**APPROVED
AS TO FORM:**

DAWYN R.
HARRISON
County Counsel

I hereby certify that pursuant to
Section 25103 of the Government Code,
Delivery of this document has been made.

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By 
Senior Deputy
County Counsel

By 
Deputy

EXHIBIT A

STATEMENT OF WORK

TREASURY MANAGEMENT SYSTEM

**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

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**STATEMENT OF WORK
TREASURY MANAGEMENT SYSTEM**

STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
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*See list of Exhibits below.
- Attachment 3 Solution Training
- Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
Exhibit	3	Forecast Transaction Report	Exhibit	9	Check and ACH Disbursements Report
Exhibit	4	Fedwire Transfer Report	Exhibit	10	Credit Card Account Balances Report
Exhibit	5	Bank Balances Report	Exhibit	11	Money Market Account Interest Report
Exhibit	6	Prior Day Daily Cash Worksheet	Exhibit	12	Dashboard

1.0 INTRODUCTION

Per California Government Code 27000-27013, the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC), acting in his capacity as the County Treasurer, is responsible for banking, investment, and accountability of public funds within his control. Specifically, the County Treasurer develops and maintains centralized billing and collection systems for County departments and agencies; works with County operating departments to revise and update their cash management and collections procedures; assures that all revenue due the County is billed and collected; determines and approves all acceptable media of payment for any obligation owing to the County; analyzes bank account balances, daily incoming revenues, and disbursement fund requirements to determine cash position and funds available for investment; and recommends latest banking products and services to expedite the collection of revenues or manage financial risk for the County.

2.0 DEFINITIONS

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

- 2.1 **AFP:** Association for Financial Professionals
- 2.2 **BAI:** Banking Administration Institute
- 2.3 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 **Contract:** This agreement executed between the County and the Contractor, including all supplemental agreements amending or extending the service to be performed. It sets forth the Terms and Conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 **Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.7 **Contract Term:** The period of the Contract, commencing upon the effective date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 2.8 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.9 Contractor's Employees:** Any person designated by the Contractor to perform services under this Contract.
- 2.10 County:** The County of Los Angeles.
- 2.11 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is required to provide services on County observed holidays where banks are open. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.12 County's Project Director:** The individual authorized by the TTC to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director shall oversee all projects and serve as a point of escalation, as needed.
- 2.13 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to assure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.16 Quality Control Plan:** All necessary measures that will be taken by the Contractor to ensure that the quality of service shall meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.17 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.18 Solution:** The Cloud-based/Software-as-a-Service (SaaS) and Services Contractor provides under this Contract, including, without limitation, all components, equipment, software, hardware and documentation, and related services, as specified, created, and/or delivered, collectively

comprising the solution that will be used for the contracted daily cash management activities.

2.19 TMS: Treasury Management System

2.20 Treasurer and Tax Collector: The Director of the County’s Department of Treasurer and Tax Collector.

2.21 TTC: The Department of Treasurer and Tax Collector.

3.0 SCOPE OF WORK

The TTC is seeking proposals from highly experienced firms to provide a TMS using a Cloud-based/SaaS system architecture. The Solution shall process bank data daily and generate reports in real-time for cash positioning calculations. The Solution shall be versatile enough to allow interfaces with existing TTC systems and have built-in reporting features and shall be able to receive daily files from various financial institutions. The TMS shall provide the following functionalities and services:

Section / Sub-section	Requirement (and section header)
Section 3.1	CONTRACTOR SUPPORT
Section 3.1.1	Support Types
Support Types	The Contractor must provide the following support types: training manuals, chat, email, phone, video tutorial, remote access, and on-site support/training.
Unlimited Support	The Contractor must not limit the quantity or type of support (for all "Support Types") for the duration of the Contract. Unless otherwise specifically excluded in the Contract, requested support is deemed to be implicitly included.
Business Hour Support	The Contractor must offer live support during the hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time (PST).
Section 3.1.2	Escalation
Escalation by The County	The County maintains the right to re-define/escalate the priority level or severity of service requests.
Service Level Agreements	The Contractor must provide its Service Level Agreements (ex: response times) for each support level.
Section 3.1.3	Training and Future Needs
Training	The Contractor must provide training for technical and business users.
Training Updates	The Contractor must provide, at no additional cost, on-site training for updates or release of new functions or software.
Future Needs	The Contractor must provide, at no additional cost, re-training for all currently deployed services, including services not utilized at initial deployment.

Section 3.2	INTERFACES
Interfaces	
Interface - Input	The Solution must provide an automated process to import daily Previous Day BAI bank files received from the following banks and any additional banks the County engages with in the future: <ul style="list-style-type: none"> • Bank of America • Wells Fargo • Union Bank/U.S. Bank • Chase Bank • Bank of the West • Citibank
Interface – Input	The Solution must provide the ability to import the daily bank files and update the appropriate fields in the Solution.
Interface - Input	The Solution must provide the ability to import the daily maturity projection files and update the appropriate fields in the Solution.
Interface - Production	The Solution must provide the ability to schedule all daily import of files and update the Solution at pre-determined scheduled run times.
Interface - Production	The Solution must provide the ability to rerun all or specific daily BAI bank file processes, whether manual or automated, in order to meet any unforeseen issues.
Interface-Production	The Solution must provide the ability to interface by 7:00 a.m. Pacific Standard Time daily with the County’s internal system which uses bank activity data to create deposit entries in the County’s general ledger system (Sweep DMR).
Section 3.3	CASH MANAGEMENT
Cash Position	
Daily Cash Worksheet (DCW)	The Solution must provide a Summary of bank account balances, totals and sub-totals based on the BAI files from multiple banks. The worksheet shall display prior-day banking information by banks, including but not limited to: ledger balances, one-day deposit float assignments, one-day float adjustments, float assignments of two or more days, collected balances, collected balance adjustments, adjusted collected balances, adjusted one-day float assignments, opening available balances, current-day credits, current-day debits, net current-day activities, total available cash, as well as the combined totals for all banks, etc., in the format and layout designated by TTC in Attachment 2.
Forecast Daily Cash Worksheet	The Solution must provide ability to generate the Daily Cash Worksheet (see example in Attachment 2) from future date forecast transactions entered the previous afternoon. The Daily Cash Worksheet shall be available to be run for selected dates and different categories such as Forecast, Current or Actuals.
Categorization	The Solution must provide the ability for the User to categorize and group accounts. (Categorization and grouping of accounts shall be user-defined, ex: The

	user will determine which items go into the Daily Cash Worksheet at a summary or detail level.)
Code Modification	The User shall be able to add, delete, and/or modify bank account codes, revenue and disbursement codes, AFP bank codes, and any other codes needed.
Daily Cash Worksheet Modification	The Solution must provide the ability for the User to add, modify, and/or delete columns, rows, fields, and/or other items on the Daily Cash Worksheets.
Cost Effectiveness Analysis	The Solution must have the ability to perform calculations to determine if drawdowns from any TTC contracted banks should be completed according to cost-effectiveness factors like dollar amounts, earnings credit rates and interest rate if the funds are invested.
Drill-down	The Solution must provide the ability for the User to drill down on a transaction and identify all details regarding a transaction by account identification number, transaction type, description code, and description.
Daily Manual Revenue and Disbursement Entries	The Solution must capture all daily manual revenue and disbursement entries and update all applicable worksheets and reports.
Excel Without Manipulation	The Solution must have the ability to download information accurately to Excel, where data does not require manipulation in order to be usable and clear to a user.
Cash Position	The Solution must have the ability to run a cash position and current day reports multiple times per day without any duplication.
Search Capability	The Solution must have the capability to search for specific transaction(s) according to various criteria, such as bank account number, transaction date, dollar amount, or transaction sequence number, etc.
Section 3.4	REPORTING
Section 3.4.1	General Reports
Dashboard	The Solution must feature a high-level dashboard upon login that highlights key treasury operational metrics Attachment 2, Exhibit 12.
Drill Down	The Solution must provide drill down capabilities from the Daily Cash Worksheet's individual components into the detail level for data captured by the system.
Contractor Created Reports	The Contractor must provide, as part of installation and setup, the Attachment 2 Reports prior to go-live.
Administrative Reports	The Solution must provide audit logs and reports in real time by user, transaction type, date, and processing status.
Section 3.4.2	Ad Hoc Reports
Ad hoc Reporting	The Solution must be flexible enough to support ad hoc reporting.
User Defined Reports	The Solution must provide a user defined report-generating capability of historical data stored in various databases. For example, Daily Cash Worksheet (used for current and future days), Prior Day Daily Cash Worksheet, Forecast Transaction Report, Bank Transaction Report – Prior Day Data, Check and ACH Disbursements Report, etc. as shown in Attachment 2.
Section 3.4.3	Scheduled Reports

Scheduled Reports and Tasks	The Solution must automatically execute (at scheduled times) standard and custom reports, according to user defined schedules (daily, weekly, monthly, start/end financial periods).
Automation	The Solution must automatically generate and distribute reports to an electronic mailing list.
Section 3.5	ENVIRONMENTAL / OPERATIONS
Section 3.5.1	Architecture
System Architecture	The Solution must provide a Cloud-based/SAAS system architecture.
System Users	The Solution must allow, at minimum, ten named users with the capacity for at least ten concurrent active sessions, with the ability to add and remove user accounts as necessary during the term of the Contract.
Scalability	The Solution must be upwardly scalable. It will be able to handle increased usage both by number of geographic locations as well as concurrent active sessions.
Solution Downtime	The Solution must be available from 4:00 a.m. PST to 12:00 midnight PST Monday through Friday.
Section 3.5.2	Contingency and disaster recovery
Data Back-up	The Solution must be able to perform scheduled, automatic back-up, deliverable to the Company as requested.
Data Saved	The Solution must maintain all Data for a minimum of five years.
Section 3.6	CONTROLS
Section 3.6.1	Miscellaneous System Controls
Holiday Calendars	The Solution must maintain US domestic bank holiday calendars, and County designated custom dates.
Timeout	The Solution must timeout (auto log off) after a security determined number of minutes of inactivity / unattended machines.
Contract End	The Contractor must return all the company's data in a usable format as requested within a seven-day Service Level Agreement (SLA) at end of the Contract.
User List	The Solution must provide a list of active/inactive users via user selectable report.
Single or Dual Approval	The Solution must provide a way for the user to designate specific access for single or dual approval for user access.
Section 3.6.2	Solution Application Security
General Security	The Solution must provide reporting on elements that have access restrictions. <ul style="list-style-type: none"> • Audit trail records (includes reports and views which show user, date and time, original data, and updated data) • User profiles • Critical static data (ex: settlement instructions) • Limit definitions
Solution Administration	The Solution must provide an administrative role for the County to create/modify/delete user accounts and reset user passwords.
Access Restriction	The Solution must restrict access to certain functions/screens/data on an individual user basis.
Meta Data	The Solution must initiate, capture, record and manage user identities and their related access permissions in an automated fashion.
User Profiles	The Solution must have a unique user profile and password for each user account.

Password Criteria	The Solution must require a Minimum password length of eight or more characters consisting of Alpha (upper and lower case), Numeric and at least one special character types.
Password Reset	The Solution must require Users to change their passwords every defined period (ex. three months a forced reset).
Password Lockout	The Solution must lock accounts after three unsuccessful access attempts.

4.0 IMPLEMENTATION PLAN AND SOLUTION DELIVERY

4.1 Prepare Implementation Plan

After review and validation of the TTC’s requirements, the Contractor will determine the best approach to meet the requirements, including configuration of the Solution and customization of the Solution, if needed, and develop an Implementation Plan.

The Contractor must provide TTC the Implementation Plan, which shall include an Application Configuration Document (ACD) and a Final Detail Design Document (FDDD). The Implementation Plan shall be approved by the TTC prior to finalization and implementation.

The ACD describes how the Contractor’s Solution will be configured or customized as necessary to meet the TTC’s requirements. This document shall include the requested screen mock-ups, required report mock-ups, user security profiles set-up, configuration settings, etc. It shall also include descriptions of Solution integration with the Investment Maturity Projections, the SWEEP DMR System and any other Third-Party Software.

The FDDD describes all the TTC requirements to be implemented into the Solution. The FDDD shall provide the basis for the development and implementation of the Solution. The FDDD shall include, but not be limited to, the following components:

- A. Overall Solution design
- B. Solution navigation diagrams
- C. User interface screens
- D. Solution interfaces
- E. Help functions, including deficiency reporting and tracking
- F. Data Conversion and Migration Plan (please see Subparagraph 5.1).

4.2 Deliver Solution

The Contractor shall configure and deliver the Solution for testing in accordance with this SOW and the Contract. The Contractor shall deliver a

Solution that has been certified by the Contractor as meeting the TTC's requirements and which must subsequently pass the TTC's User Acceptance Test(s) (UAT) described below.

5.0 DATA CONVERSION AND MIGRATION

5.1 Develop Data Conversion and Migration Plan

As part of the FDDD, Contractor shall develop a data conversion/migration strategy and corresponding contingency plan that addresses data clean up, data conversion, and conversion validation (Data Conversion and Migration Plan). The Data Conversion and Migration Plan shall provide maximum reliance on an automated approach with minimum disruption to the existing system and ongoing operations and shall include the following:

- A. County and Contractor roles and responsibilities
- B. Schedule(s) for conversion and migration of existing data
- C. Scope of conversion activities
- D. Pre-conversion requirements
- E. Conversion process flow diagram
- F. Data clean-up process
- G. Specified sample records to be monitored to ensure that data converted as intended when records have been converted.
- H. Controls that will ensure that all records were successfully converted.

5.2 Data Conversion and Migration Plan

Within 30 Days of the Effective Date, the Contractor shall deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Subparagraph 5.1, Develop Data Conversion and Migration Plan. The plan shall be approved by the County prior to implementation. The Data and Conversion plan shall be executed in the test environment initially and only deployed in the Production environment after successful User Acceptance Test Results Report in accordance with Subparagraph 6.1, Develop User Acceptance Test Plan.

5.2.1 Develop Data Conversion and Migration Programs

Contractor shall develop program code for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.2 Delivery of Data Conversion and Migration Programs

Contractor shall deliver to the County error free Data Conversion and Migration Programs that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 5.2, Data Conversion and Migration Plan.

5.2.3 Conduct Conversion Test

Contractor shall conduct the Conversion Test to test conversion and migration of existing data using the conversion programs developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs. Contractor, in conjunction with the County, shall develop test scenarios including expected results, which will demonstrate that the data was converted and migrated as intended. As part of the Conversion Test, Contractor shall perform all necessary data conversion and migration program corrections and debugging. The Conversion Test shall be performed with a simulated full load. Contractor shall document test results, which will show the actual results of the testing.

5.2.4 Conversion Test Results Report

Contractor shall conduct and successfully complete the Conversion Test in accordance with the requirements outlined in Subparagraph 5.2.3, Conduct Conversion Test. Contractor shall deliver to the County a Conversion Test Results Report, within one week of successful completion of the Conversion Test, which will contain the actual documented results of the test.

5.2.5 Perform Data Conversion

Contractor shall perform data conversion and migration (Develop Data Conversion and Migration Programs), pursuant to the Data Conversion and Migration Plan developed under Subparagraph 5.2.1, Develop Data Conversion and Migration Programs.

5.3 Converted Data

Contractor shall perform data conversion and certify in writing that the Contractor has successfully performed all data conversion and migration in accordance with Subparagraph 5.2, Data Conversion and Migration Plan.

6.0 USER ACCEPTANCE TEST

6.1 Develop User Acceptance Test Plan

Contractor, in collaboration with the County, shall prepare and agree upon a UAT Plan for the UAT, which shall include, but not be limited to,:

- A. Detailed descriptions of the purpose and expected results of each UAT;
- B. Test scripts;
- C. Testing objectives;
- D. Description of Contractor and County roles in developing the Test Plan and performing the UAT;
- E. Training in Solution functionality to allow County users to test the Solution and verify Solution performance; and
- F. Problem resolution strategy and process.

The User Acceptance Test Plan shall include a method for documenting and reporting compliance with Solution requirements. County will verify the accuracy of all such reports. Contractor shall be responsible for any software that may be required to ensure the Solution's conformance to the requirements specified in the FDDD.

6.2 User Acceptance Test Plan

The Contractor shall develop a User Acceptance Test Plan in accordance with the components outlined in Subparagraph 6.1, Develop User Acceptance Test Plan. The plan shall be approved by the County prior to implementation.

6.2.1 Conduct User Acceptance Test

County and Contractor jointly will perform the UAT. This test shall be performed with a simulated full load (including existing Bank

daily files) in a test environment created by the Contractor. There shall be several cycles of the test performed (testing shall be repeated as necessary) before the UAT is approved and complete. When the County determines that the UAT is completed, the Solution shall be ready for implementation.

Results of the UAT shall be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, Contractor shall be notified, in writing, by the County's Project Director, or designee, and Contractor shall correct the Deficiencies within five Days from the date of notification. If significant programming changes are made in the course of the UAT, Integration and/or Regression Test may need to be repeated, as determined by the County. During this testing period, all personnel designated by the County's Project Director to participate in the UAT shall have unlimited access to the new Solution for the purpose of evaluating its functionality.

UAT shall not be considered complete until all functionality of the Solution, as described in the FDDD has been successfully tested and the County's Project Director has accepted the final results. In the event the UAT results do not satisfy all requirements, as determined by the County, Contractor shall:

- A. Provide a written Solution testing plan and schedule proposal that will satisfy all requirements and that is subject to the written approval by the County; and
- B. Implement and test the proposed Solution until such time as County provides written approval.

6.3 User Acceptance Test Results Report

Contractor shall conduct and successfully complete the UAT prior to Solution implementation. Contractor shall deliver to the County a User Acceptance Test Results Report within one week of successful completion of the UAT.

7.0 SOLUTION TRAINING AND DOCUMENTATION

7.1 Train County Staff

Contractor shall prepare and implement a comprehensive training program, including any necessary training materials. The training program shall include training courses addressing Technical Training, User Training, and Train-The-Trainers for County's technical staff, users, and

trainers respectively, as further described in Attachment 3, Solution Training.

As part of the training, Contractor shall provide designated County groups with extensive working knowledge of the Solution capabilities, training in the administration of the Solution and operation of the Solution in a training environment, problem resolution training to ensure Users will become acquainted with error messages, on-line support, and corrective actions. Training data will be created and incorporated in the training manuals. Data will be refreshed prior to each training session. For the purpose of training, the Contractor shall plan and create a training environment, unless elected otherwise by the County.

7.2 Prepare and Provide User Documentation

Contractor shall prepare Documentation for the Solution. Contractor shall make user reference Documentation available in an electronic format and, if elected by the County, a hardcopy format. Contractor shall update this Documentation when Solution changes or enhancements are implemented.

7.3 Solution Documentation

The Contractor shall provide to the County comprehensive Documentation of Solution functionality and data definitions. Contractor shall deliver this Documentation to the County in an electronic format. Contractor shall also deliver electronic links to any on-line help and Documentation files for the Solution.

8.0 SOLUTION IMPLEMENTATION

8.1 Solution Environments

The Contractor shall provide separate and distinct environments for Development, Testing, Training, and Production. At minimum, the Training and Production environments shall persist throughout the term of the Contract. The Development and Testing environments shall be maintained throughout the Contract term, unless determined to be cost prohibitive by the County.

The Training and Testing environment configurations shall be identical to Production. Data refreshes between environments shall be done on-demand as requested by the County and shall be included as part of regular maintenance.

8.2 Technical Configuration and Solution Installation Plan

The Contractor shall prepare a Solution Installation Plan that identifies the technical configuration required for the Solution to be used by the County (Solution Installation Plan). The Solution Installation Plan shall be approved by the County prior to implementation. As part of this Subparagraph, Contractor shall:

- A. Identify any environmental modifications (i.e., Firewall Rules, Allowed List, etc.); and
- B. Identify OS/Browser setting requirements needed for the Solution
 - i. Must run on modern Web Browsers (i.e., Latest versions of Chrome or Edge)
- C. Other Hardware configuration (i.e., Printers)
- D. Other Software configuration (i.e., Microsoft Office)

8.3 Solution Cutover and Production Site Installation Plan

After completion of successful UAT by the County, the Contractor shall prepare and deliver to the County the configuration migration plan from the Development and UAT environments to the Training and Production environments, Production Site Installation Plan which shall, identify the logistics, timing and technical configuration required for the Solution installation and cutover of the Solution to Production Use (Cutover-to-Production), as described in Subparagraph 8.2, Technical Configuration and Solution Installation Plan.

8.3.1 Perform Solution Cutover-to-Production Use

Contractor shall prepare the Solution for Production Use as documented in the Production Site Installation Plan developed pursuant to Subparagraph 8.2, Technical Configuration and Solution Installation Plan. As part of Solution Cutover-to-Production Use, Contractor shall, at a minimum:

- a. Confirm that the County and Contractor have successfully completed all Acceptance Tests;
- b. Transfer to production environment the successfully tested Solution configuration;

- c. Maintain technical staff at the County site or in a mutually agreed upon manner for problem resolution and production assistance for a period of at least five Working Days following Cutover-to-Production or such higher period of time as elected by County;
- d. Take all steps necessary for the transition to Contractor's Help Desk, which shall provide the County with required support; and
- e. At the TTC's option and prior to initiating Production Use of the Solution, the Contractor shall complete a successful test run (Test Run) to ensure that the performance standards outlined in Subparagraph 16.0, PRS, and Specifications can be met. In addition, the Test Run will validate compliance with the TTC's system performance requirements.

Completion of this Subparagraph shall constitute Cutover-to-Production, and the Solution shall be in Production Use.

8.4 Solution in Production Use

Contractor shall complete the Solution Cutover-to-Production Use as described in Subparagraph 8.3.1, Perform Solution Cutover-to-Production Use, pursuant to the Production Site Installation Plan delivered by Contractor under Subparagraph 8.3, Solution Cutover and Production Site Installation Plan. Upon completion of this Subparagraph 8.4, the software shall be implemented into the production environment and the Solution shall be in Production Use. Contractor shall maintain the Solution in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director, for 90 Calendar Days subsequent to Solution Cutover to Production Use. Upon occurrence of any Deficiency, Contractor shall correct such Deficiency and restart the 90 Days cycle. Contractor shall maintain technical support staff for a period of at least five Working Days following Cutover-to-Production for problem resolution and production assistance. The Contractor shall provide to the County for approval documented results certifying that the Solution has been placed in Production Use. The Solution Implementation described in Subparagraph 8.0 shall not be deemed complete and accepted until approved in writing by the County's Project Director.

9.0 PERFORMANCE BENCHMARK VERIFICATION

9.1 Develop Performance Benchmark Verification Plan

The Performance Benchmark Verification shall provide stress and reliability testing of the Solution. Contractor shall develop, subject to

County's approval, a Performance Benchmark Verification Plan that documents objectives, scenarios, and schedules for the Performance Benchmark Verification. County and Contractor shall conduct the Performance Benchmark Verification within 30 Days following County Project Director's approval of the Solution Implementation.

Stress and reliability verifications are key components of the Performance Benchmark Verification. The County requires that Contractor demonstrate that the Solution can meet all requirements stated in the Specifications, including Performance Requirements and Functional Requirements, and other requirements of this Contract.

The objective of the Performance Benchmark Verification is to exercise the Solution at its peak operating capacity and measure any degradation in Solution performance and Response Time.

9.2 Performance Benchmark Verification Plan

Contractor shall provide, subject to County's approval, a Performance Benchmark Verification Plan, consisting of detailed test plans and scenarios for the Performance Benchmark Verification phase of the project before the Solution may reach Final Acceptance.

The completed Performance Benchmark Verification Plan shall include the tasks, Subparagraphs, and planned dates for completing the Performance Benchmark Verification phase, the test plan scenarios showing each of the tests to be performed, the expected results and the documentation of the test results.

9.2.1 Conduct Performance Benchmark Verification

Before the Solution may reach Final Acceptance, County and Contractor shall perform the Performance Benchmark Verification, the results of which shall serve as a threshold for monitoring Solution performance during the term of the Contract. As part of the Performance Benchmark Verification, County and Contractor shall analyze and document the benchmark results. Contractor shall correct all Deficiencies identified by the County and otherwise defined in Attachment 4, Maintenance and Support Services, and the County and the Contractor shall conduct re-verification. County and Contractor shall review and analyze the re-verification results. In addition to any other Deficiencies, any result not meeting or exceeding Response Time requirements described in Attachment 4 shall be considered a Deficiency. County and Contractor shall test any such Deficiency to a greater extent to obtain data on the performance of the Solution.

Contractor shall determine and document in a written report the cause of each Deficiency, the method for resolution, the required corrective action(s), and the completion dates for corrective action(s). County and Contractor shall conduct the re-verification to confirm that Contractor has successfully corrected the Solution as related to all Deficiencies.

Contractor shall prepare a Final Report of the Performance Benchmark Verification results, which shall, at a minimum, include the following:

- A. A record of all Deficiencies identified
- B. A detailed record of all corrective actions taken; and
- C. A certification of Contractor's successful completion of all corrective actions.

For successful completion of this Subparagraph 9.2.1, Contractor shall obtain the written approval for such Final Report from County's Project Director and County's Project Manager. Upon successful completion of the Performance Benchmark Verification, Contractor shall certify in writing that the Performance Benchmark Verification has been successfully completed and that Contractor has successfully completed all corrective actions.

9.3 Performance Benchmark Verification

The County and Contractor shall conduct the Performance Benchmark Verification of the Solution and analyze and document the results pursuant to Subparagraph 9.2.1, Conduct Performance Benchmark Verification. Contractor shall, based upon these results, identify and incorporate Solution performance improvements and complete all corrective actions to correct and/or optimize the Solution. County and Contractor shall document the Performance Benchmark Verification results and all corrective actions taken by Contractor. Contractor shall certify, in writing, that Performance Benchmark Verification for the Solution has been successfully completed and that Contractor has successfully completed all corrective actions.

9.4 Final Acceptance

Final Acceptance shall occur when: (i) the UAT results satisfy all County requirements in accordance with Paragraph 6.0, UAT; (ii) the Solution Implementation is approved in writing by the County's Project Director in accordance with Paragraph 8.0, Solution Implementation; (iii) Contractor

has obtained the County's Project Director's written approval of the Final Report resulting from the Performance Benchmark Verification; and (iv) the Solution has been in Production Use with no material Deficiencies, as determined in the sole judgment of the County's Project Director for 90 Days subsequent to Solution Cutover-to-Production Use in accordance with Subparagraph 8.4, Solution in Production Use.

10.0 PROVIDE MAINTENANCE AND SUPPORT

The Contractor shall provide Maintenance and Support services in accordance with the requirements of this Contract, including as defined in Attachment 4, Maintenance and Support Services, and all Schedules thereto (collectively, Maintenance and Support Services). Maintenance and Support Services include Maintenance Services consisting of Updates, as well as operational Solution Support, which includes, but is not limited to, Help Desk support during Support Hours, as requested by the County.

The Support Services shall commence after Final Acceptance of the Solution and shall continue during the Contract Term, if elected by the County.

The Support Services shall include:

- A. Support for Solution issues/problems, including monitoring and alerting capabilities for platform service disruptions or failures;
- B. Support for Solution upgrades, updates, new releases, etc.;
- C. Support for Solution fixes, patches, etc.; and
- D. Access to knowledgeable Contractor personnel (i.e., Help Desk) who can answer questions on the use of the Solution or provide analysis on solutions to operational problems the County may encounter during the Support Hours and at such other times as the County may require.

11.0 OTHER SERVICES

The County may request additional services, enhancements, customizations, and similar changes in scope and in the event of such a request the parties agree to meet and confer in good faith on the feasibility of said request, and if feasible to negotiate in good faith on an amendment pursuant to Contract, Subparagraph 8.1, Change Notices and Amendments, to address said request.

12.0 PROFESSIONAL SERVICES

The Contractor shall provide to the County Professional Services including, but not limited to, additional training, the preparation and provision of additional user and Solution reference Documentation, and consulting services, at the applicable rates and fees set forth in Exhibit B, Pricing Schedule. Following County's request for Professional Services, made from time to time during the term of the Contract, Contractor shall submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. The County and Contractor shall agree on the Scope of Work for such Professional Services, which shall at a minimum include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Professional Services.

13.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor shall adhere to physical and/or computer security safeguards as identified in Attachment 4 (Maintenance and Support Services) .

14.0 QUALITY CONTROL PLAN

Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP shall be submitted to the County's Contract Administrator within ten Business Days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor shall review its QCP annually and update as changes occur.

At a minimum, the QCP shall include the following:

- 14.1** The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring.
- 14.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 14.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which shall be provided to the TTC upon request.

- 14.4** The method for ensuring Contractor maintains confidentiality of County Information.

15.0 BUSINESS CONTINUITY PLAN

The Contractor shall provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of its BCP to the County's Project Director within ten Business Days of this Contract start date and within ten Business Days when changes occur during the Contract Term. The BCP shall include, at a minimum, the following components:

- 15.1** The process for notifying the TTC immediately of any emergency that disrupts service (i.e., power outages, natural disaster, fire, cyber terrorism, etc.);
- 15.2** Timeline for operationalizing the BCP;
- 15.3** Description of the Contractor's disaster recovery plans and solutions;
- 15.4** Address, phone number, and fax number of any alternate site(s) where Contractor will perform services;
- 15.5** Description of the production capabilities at any alternate site(s);
- 15.6** Description of the Contractor's Information Technology (IT) plans and features to ensure the County's information remains accessible and secure;
- 15.7** Description of how Contractor would implement the BCP;
- 15.8** Description of how Contractor will test the BCP on an annual basis and update it accordingly;prs and
- 15.9** Provide the County a copy of annual BCP test results.

16.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The PRS chart lists the required services monitored by the County during the Contract Term:

- 16.1** All listings of services used in the PRS Chart are intended to be completely consistent with this Contract and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services as stated in this Contract, the meaning apparent in this

Contract will prevail. If any service or deliverable seems to be created in the PRS, which is not clearly and forthrightly set forth in this Contract, that apparent service will be null and void and shall place no requirement on the Contractor.

16.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- A. Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor shall include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- B. If Contractor fails to remedy any breach identified in the PRS after 15 Days' notice from the County, provided such notice is given by the County within 30 Days of the breach, reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- C. Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- D. Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten Business Days, or the timeframe specified by the TTC, shall constitute authorization for the County to have the service(s) performed by others. Contractor shall reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County pursuant to Sample Contract, Paragraph 8.43, Termination for Default, Subparagraph 8.43.2. The Contractor shall credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

16.3 Nothing within this section precludes the County's right to terminate this Contract upon ten Days' written notice with or without cause as provided in this Contract.

17.0 QUALITY ASSURANCE PLAN

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

17.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed to by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

17.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the County within three Business Days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancy is valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County within five Business Days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

17.3 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the County or the external users. The Contractor shall immediately investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five Business Days of receiving the complaint. Each Report shall include a summary of the complaint, name of the Contractor's Employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

18.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of a listed service is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may complete a CDR and send this to the Contractor. The Contractor shall then be required to respond to the CDR in writing within ten Business Days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

The TTC's Project Director will evaluate the written response and, at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.

19.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor shall maintain Days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's general work hours are from Monday through Friday, during the hours of 7:00 a.m. to 5:00 p.m., Pacific Time (PT). The TTC's Investment Operations begin at 5:00 a.m. PT.

Development, testing, implementation, on-site maintenance, and any other services that require access to County facilities may only be performed during normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m., PT) except for County Observed Holidays, unless specified otherwise in the Contract, or requested by the County. The County's Project Manager will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.

However, Proposer shall provide any necessary services, including but not limited to, those services described in the Contract and Exhibit A, SOW, including any Exhibits and Attachments thereto, that do not require access to County facilities, regardless of the County's normal business hours and/or observed holidays.

A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

TREASURY MANAGEMENT SYSTEM

EXHIBIT A1 STATEMENT OF WORK ATTACHMENTS AND EXHIBITS

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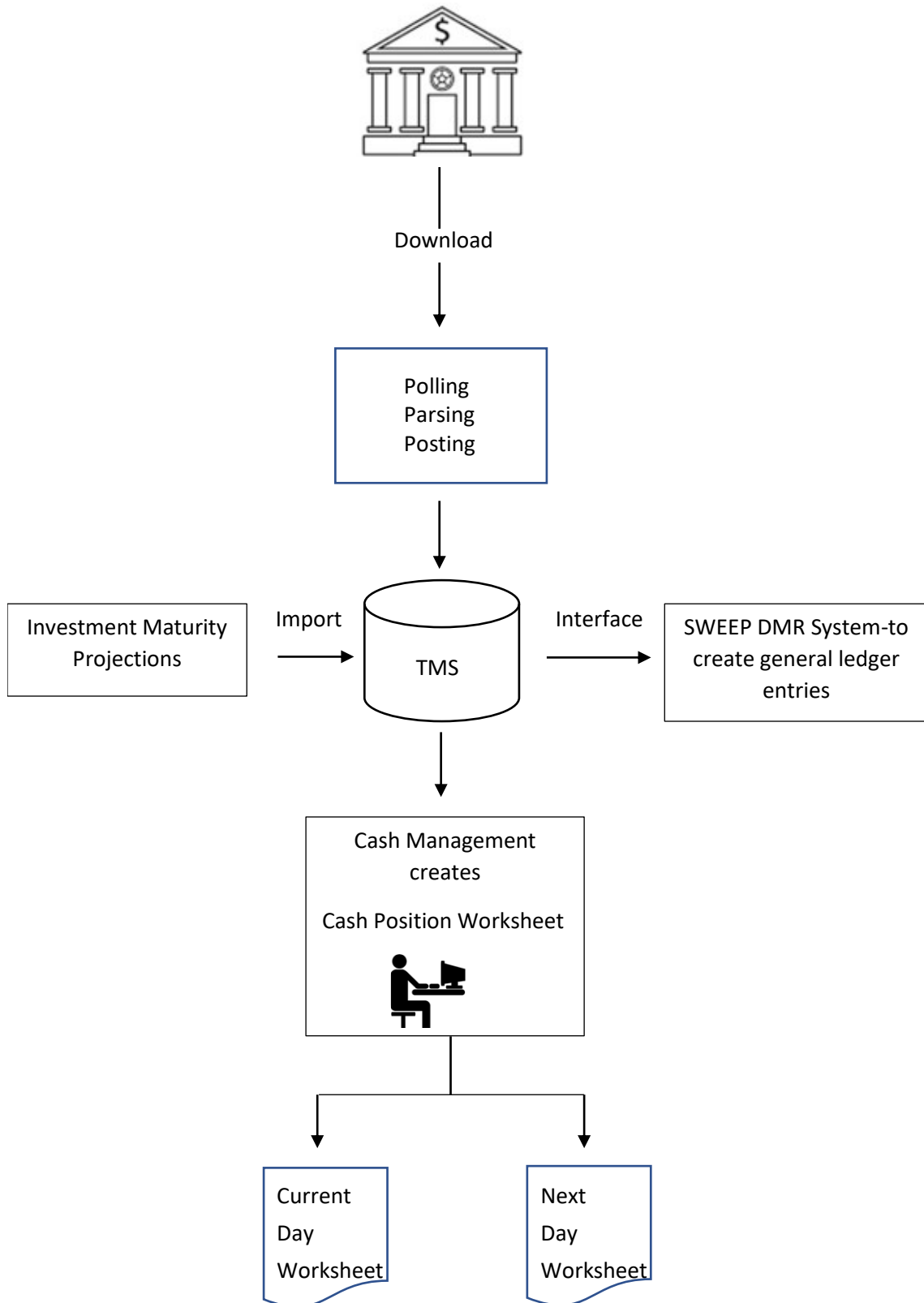
STATEMENT OF WORK ATTACHMENTS

- Attachment 1 Cash Management Workflow
- Attachment 2 Reports
*See list of Exhibits below.
- Attachment 3 Solution Training
- Attachment 4 Maintenance and Support Services

STATEMENT OF WORK EXHIBITS

ATTACHMENT 2, REPORTS - EXHIBITS					
Exhibit	1	Daily Cash Worksheet	Exhibit	7	Prior Day Comparison Worksheet
Exhibit	2	Cash Summary Report	Exhibit	8	Bank Transaction Report – Prior Day Data
Exhibit	3	Forecast Transaction Report	Exhibit	9	Check and ACH Disbursements Report
Exhibit	4	Fedwire Transfer Report	Exhibit	10	Credit Card Account Balances Report
Exhibit	5	Bank Balances Report	Exhibit	11	Money Market Account Interest Report
Exhibit	6	Prior Day Daily Cash Worksheet	Exhibit	12	Dashboard

CASH MANAGEMENT WORKFLOW



REPORTS

Exhibit 1 – Daily Cash Worksheet

Daily Cash Worksheet All Accounts Y + C

Date: 1/20/2022 Net Movement Uses Forecast Last Refreshed 9:47:05

Ccy	Category Desc.	_BOFA	_BOWEST	_CITIBANK	_JP MORGAN	_UNION BANK	_WELLS FARGO	BWest_MMA	JPMorgan_MMA	Unknown	Grand Total
USD	Opening Balance	23,417,781.87	3,354,963.84	0.00	2,640,167.22	5,281,904.82	0.00	0.00	0.00	0.00	34,694,817.75
USD	TTC ON-US DEPOSIT	2,000,000.00	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	3,000,000.00
USD	TTC MIXED DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	PROPERTY TAX - EFF	11,956,019.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,956,019.94
USD	TR CREDIT CARD DEPOSITS (W)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	STATE APPORTIONMENT	17,806,072.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,806,072.29
USD	SACRAMENTO LOCKBOX	77,237,484.79	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	77,237,484.79
USD	SWEEP ZBA	10,153,041.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,153,041.75
USD	ACH CREDITS	1,100,317.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100,317.29
USD	LACIPF DEPOSITS	2,000,001.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000,001.00
USD	WIRE IN EXTERNAL	25,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000,000.00
USD	MISC CREDITS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	Sub Total - Credits	147,252,937.06	0.00	0.00	1,000,000.00	0.00	0.00	0.00	0.00	0.00	148,252,937.06
USD	WARRANT CLEARINGS	-5,300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5,300,000.00
USD	CONTROLLED DISBURSEMENTS	-15,517,279.02	0.00	-27,143,858.83	0.00	0.00	0.00	0.00	0.00	0.00	-42,661,137.85
USD	PAYROLL DIRECT DEPOSITS	-10,576,889.89	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-10,576,889.89
USD	ACH PAYMENTS	-1,038,012,825.79	0.00	-41,189,674.65	0.00	0.00	0.00	0.00	0.00	0.00	-1,079,202,500.44
USD	ACH DEBIT SETTLEMENTS	-1,169,581.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1,169,581.26
USD	PAYROLL TAXES	-3,333,622.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3,333,622.16
USD	LACIPF WITHDRAWALS (W)	-2,046,885.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2,046,885.92
USD	WIRE OUT EXTERNAL (W)	-67,775,290.17	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-67,775,290.17
USD	NEGATIVE SWEEP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MISC DEBITS	0.00	-3,354,963.84	0.00	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-6,995,131.06
USD	Sub Total - Debits	-1,143,732,174.21	-3,354,963.84	-68,333,533.48	-3,640,167.22	0.00	0.00	0.00	0.00	0.00	-1,219,060,838.75
USD	MATURITIES FROM INVESTMENT (W)	1,528,832,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,528,832,000.00
USD	MONEY MARKET MATURITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MONEY MARKET PURCHASES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	MONEY MARKET NET WIRE (W)	-47,936,000.00	0.00	0.00	0.00	0.00	0.00	0.00	-47,936,000.00	0.00	-47,936,000.00
USD	PURCHASES/INVESTMENTS (W)	-444,783,527.78	0.00	0.00	0.00	0.00	0.00	0.00	47,936,000.00	0.00	-444,783,527.78
USD	Sub Total - Investment Activities	1,036,112,472.22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,036,112,472.22
USD	BANK SWITCHES - WIRE-IN (W)	5,281,904.82	0.00	0.00	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00
USD	BANK SWITCHES - WIRE-OUT (W)	-68,333,533.48	0.00	68,333,533.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USD	Sub Total - Bank Switches	-63,051,628.66	0.00	68,333,533.48	0.00	-5,281,904.82	0.00	0.00	0.00	0.00	0.00
USD	Closing Balance	-611.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-611.72

Account/Categories: Bank

Exhibit 2 – Cash Summary Report

Daily Cash Worksheet All Accounts

Date: 1/20/2022

Account: Category

History: (Current) Standard Summary Totals by Category

Display Ccy: Last Refreshed: 9:55:34

Display Value: Actual Zero Value Opening Bal: Default

Category Desc	Forecast	Bank	Bank-Forecast
Opening Balance	34,694,817.75	34,694,817.75	
Sub Total - Credits	148,252,937.06	268,553,517.52	120,300,580.46
Sub Total - Debits	-1,219,060,838.75	-1,213,309,932.93	5,750,905.82
Sub Total - Investment Activities	1,036,112,472.22	1,036,112,472.22	0.00
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-611.72	126,050,874.56	126,051,486.28
Target Balance	0.00	0.00	
Funding Requirement	611.72	-126,050,874.56	

Pool Group: ALL

AccountCategories: Bank

Sheet2 Sheet3 Sheet4 Sheet5

Exhibit 3 – Forecast Transaction Report

Forecast Transaction Report					Date: Tuesday, March 29, 2022
					Time: 9:57:31 AM
Transaction Date: 2022-01-20					
Bank	Tran Type	Value Date	Line Code	Reference	Amount
BA	ACH_CR				
		1/20/2022		ACH CREDITS	1,100,317.29
					TOTAL 1,100,317.29
BA	INCW				
		1/20/2022		Sanitation Districts of Los Angeles County - Investments- Net calls/maturities	25,000,000.00
					TOTAL 25,000,000.00
BA	LACPIF_DEP				
		1/20/2022		LACPIF DEPOSITS - CHINOH	2,000,000.00
		1/20/2022		LACPIF DEPOSITS - CLARIT	1.00
					TOTAL 2,000,001.00
BA	MAT				
		1/20/2022	RCITINVST	DRAWDOWN	628,832,000.00
		1/20/2022	RCITINVST	DRAWDOWN	900,000,000.00
					TOTAL 1,528,832,000.00
BA	SACTO_LBX				
		1/20/2022		SACTO LOCKBOX - MED	9,849,253.63
		1/20/2022		SACTO LOCKBOX - REG	67,388,231.16
					TOTAL 77,237,484.79
BA	STA_APPORT				
		1/20/2022		SACTO EFT - BOOKING FEES	56,415.75
		1/20/2022		SACTO EFT - CALIFORNIA OFFICE OF EMERGENCY SERVICES	640,164.78
		1/20/2022		SACTO EFT - CITIZENS' OPTION FOR PUBLIC SAFETY AND JUVENILE JUSTICE PROGRAMS	7,385,146.15
		1/20/2022		SACTO EFT - JUVENILE PROBATION ACTIVITIES	8,717,416.45
		1/20/2022		SACTO EFT - JUVENILE PROBATION CAMP FUNDING	1,006,929.16
					TOTAL 17,806,072.29
BA	SWEEP				
		1/20/2022		REVENUE SWEEP	1,500,000.00
		1/20/2022		REVENUE SWEEP - ALL	4,151,265.72
		1/20/2022		REVENUE SWEEP - LACOE CHECKS	4,498,527.86
		1/20/2022		REVENUE SWEEP - LAUSD LOCKBOX	3,248.17
					TOTAL 10,153,041.75
BA	TAX_EFT				
		1/20/2022		TAX ACH eCOMMERCE 63718	11,956,019.94
					TOTAL 11,956,019.94
BA	TR				
		1/20/2022		TREASURER DEPOSIT	2,000,000.00
					TOTAL 2,000,000.00

Exhibit 4 – Fedwire Transfer Report

Fedwire Transfer Report				Date: Thursday, January 20, 2022
				Time: 3:33:42 PM
Transaction Date: 2022-01-20				
Value Date	Tran Type	Line Number	Reference	Wire Amount
1/20/2022	LACPIF_WDL	LACPIF_WDL	GLENDAL	\$46,885.92
1/20/2022	LACPIF_WDL	LACPIF_WDL	LACDA	\$2,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$900,000,000.00
1/20/2022	MAT	RCITINVST	DRAWDOWN	\$628,832,000.00
1/20/2022	MMA_WIRE	JPMMA	Auto Fund Transfer From BAC003 To JPM828 1/20/2022	\$47,936,000.00
1/20/2022	OUTW	WIRE_EARLY	ADP09102 (EARLY)	\$13,327.08
1/20/2022	OUTW	WIRE_EARLY	EMPOWER-GW (EARLY)	\$64,465,368.19
1/20/2022	OUTW	WIRE_TEMPL	SBCERA	\$1,683,476.44
1/20/2022	OUTW	WIRE_TEMPL	TIAA	\$3,735.00
1/20/2022	OUTW	WIRE_TEMPL	WAGEWORKS	\$366,162.82
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,854.00
1/20/2022	OUTW	WIRE_TEMPL	HIGHERONE2	\$1,051,591.50
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS403B	\$120,817.14
1/20/2022	OUTW	WIRE_TEMPL	CALSTRS457B	\$10,000.00
1/20/2022	OUTW	WIRE_TEMPL	G5FINAID	\$58,958.00
1/20/2022	PUR	CITINVST	FUNDING	\$440,000,000.00
1/20/2022	PUR	CITINVST	FUNDING	\$4,783,527.78
1/20/2022	WIREIN	RUNION	Auto Fund Transfer From UB1653 To BAC003 1/20/2022	\$5,281,904.82
1/20/2022	WIREOUT	CTBNKCC	Auto Fund Transfer From BAC003 To CIT623 1/20/2022	\$68,333,533.48
Wire Count: 19				Total: \$2,164,989,142.17

Exhibit 7 – Prior Day Comparison Worksheet

Daily Cash Worksheet At Accounts

Date: 1/20/2022 Account: Category: History [Current] Save

Display Ccy: Actual Last Refreshed: 1/20 18:21

Display Value: Actual

Opening Bal: Default

Pool Group: ALL

USD

Category Desc	Forecast	Bank	Bank-Forecast
Opening Balance	25,687,276.81	25,687,276.81	
TTC ON-US DEPOSIT	6,035,101.00	12,850,238.78	6,815,137.75
TTC MIXED DEPOSIT	0.00	16,204,237.15	16,204,237.15
PROPERTY TAX - EFT	35,098,878.17	35,838,493.59	738,615.22
TR CREDIT CARD DEPOSITS (W)	14,684,770.72	14,684,770.72	0.00
STATE APPORTIONMENT	0.00		
SACRAMENTO LOCKBOX	104,408,955.12	104,408,955.12	0.00
SWEEP ZBA	10,976,422.27	11,442,654.24	466,231.97
ACH CREDITS	1,056,241.40	1,056,241.40	0.00
LACPF DEPOSITS	0.00		
WIRE IN EXTERNAL	0.00	289,459.00	289,459.00
MISC CREDITS	0.00	6,603.85	6,603.85
Sub Total - Credits	233,240,476.71	289,761,663.65	26,521,187.94
WARRANT CLEARINGS	-7,500,000.00	-6,196,819.71	-1,303,180.29
CONTROLLED DISBURSEMENTS	-55,777,163.75	-55,094,094.21	683,069.54
PAYROLL DIRECT DEPOSITS	-2,304,728.65	-2,304,728.65	0.00
ACH PAYMENTS	-35,770,245.53	-35,769,185.53	1,059.00
ACH DEBIT SETTLEMENTS	-1,005,134.59	-1,005,134.59	0.00
PAYROLL PAYS	-88,178.84	-88,178.84	0.00
LACPF WITHDRAWALS (W)	-1,500,000.00	-1,500,000.00	0.00
WIRE OUT EXTERNAL (W)	-10,098,274.97	-10,098,274.97	0.00
NEGATIVE SWEEP	0.00	-7,215.81	-7,215.81
MISC DEBITS	-7,629,132.72	-8,872.04	7,742,260.68
Sub Total - Debits	-122,872,859.63	-116,755,165.32	6,117,694.31
MATURITIES FROM INVESTMENT (W)	300,010,866.67	300,010,866.67	0.00
MONEY MARKET PURCHASES	-5,320,000.00	-5,320,000.00	0.00
MONEY MARKET NET WIRE (W)	0.00	0.00	0.00
PURCHASES/INVESTMENTS (W)	-430,746,198.49	-430,745,198.49	999.00
Sub Total - Investment Activities	-130,055,331.82	-130,055,331.82	0.00
BANK SWITCHES - WIRE-IN (W)	0.00	45,001,793.50	45,001,793.50
BANK SWITCHES - WIRE-OUT (W)	0.00	-45,001,793.50	-45,001,793.50
Sub Total - Bank Switches	0.00	0.00	0.00
Unmapped Transactions	0.00	0.00	0.00
Closing Balance	-58.33	32,640,303.32	32,640,361.65
Target Balance	0.00	0.00	0.00
Funding Requirement	638.33	-32,640,303.32	

Account/Category: Bank

Sheet1 Sheet2 Sheet3 Sheet4 Sheet5

Exhibit 8 – Bank Transaction Report – Prior Day Data

Bank Transaction Report						Date: Friday, January 21, 2022
						Time: 8:13:16 AM
Transaction Date: 2022-01-20						
Bank	C/D	WS Cat	Date	BAI	Comments	Amount
BAC003						
					SACTO_LBX	
			1/20/2022	357	00000000000000004504360020000000055BOOK TRANSFERFDES NCA 0001436 932828	67,388,231.16
			1/20/2022	357	00000000000000004504360020000000055BOOK TRANSFERFDES NCA 0001436 932828	9,849,253.63
						TOTAL 77,237,484.79
					STA_APPOR	
			1/20/2022	165	000000000000000180342296860000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	8,717,416.45
			1/20/2022	165	000000000000000180342295650000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	7,385,146.15
			1/20/2022	165	000000000000000180342295570000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	1,006,929.16
			1/20/2022	165	000000000000000180342296760000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	640,164.78
			1/20/2022	165	000000000000000180342295390000000000APPOR ST OF CA DES:APSAPPORTS ID:136INDN:LOS ANGELES COUNTY TRE CO ID:9001113698 PPD	56,415.75
						TOTAL 17,806,072.29
					D	
					ACHDR	
			1/20/2022	577	TRSF TO ██████████ 0218	-1,169,581.26
						TOTAL -1,169,581.26
					ACHPYRL	
			1/20/2022	577	TRSF TO ██████████ 0351	-10,573,180.08
						TOTAL -10,573,180.08
					ACHVNR	
			1/20/2022	577	TRSF TO ██████████ 2254	-142,587.67
			1/20/2022	577	TRSF TO ██████████ 3477	-22,148,908.86
			1/20/2022	577	TRSF TO ██████████ 3652	-1,184,419.64
			1/20/2022	577	TRSF TO ██████████ 5971	-11,443.07
			1/20/2022	577	TRSF TO ██████████ 1448	-999,999,999.00
			1/20/2022	577	TRSF TO ██████████ 1448	-14,525,223.84
						TOTAL -1,038,012,582.08
					CTRLD15B	
			1/20/2022	577	TRSF TO ██████████ 0738	-301,785.78
			1/20/2022	577	TRSF TO ██████████ 0737	-163,846.37
			1/20/2022	577	TRSF TO ██████████ 2516	-25,350.08
			1/20/2022	577	TRSF TO ██████████ 2530	-272,680.99
			1/20/2022	577	TRSF TO ██████████ 5848	-14,345,061.22
			1/20/2022	577	TRSF TO ██████████ 7106	-408,554.58
						TOTAL -15,517,279.02

Exhibit 9 – Check and ACH Disbursements Report

Warrant Clearings		Date: Tuesday, March 29, 2022	
		Time: 10:45:55 AM	
Transaction Date:	2022-01-20		

Bank	WS Category	Value Date	Comments	Amount
BAC003	ACHDR	1/20/2022	TRSF TO ██████████ 3218	-1,169,581.26
	ACHPYRL	1/20/2022	TRSF TO ██████████ 0351	-10,573,180.08
	ACHVNRD	1/20/2022	TRSF TO ██████████ 2254	-142,587.67
		1/20/2022	TRSF TO ██████████ 3477	-22,148,908.86
		1/20/2022	TRSF TO ██████████ 3652	-1,184,419.64
		1/20/2022	TRSF TO ██████████ 5971	-11,443.07
		1/20/2022	TRSF TO ██████████ 1448	-14,525,223.84
		1/20/2022	TRSF TO ██████████ 1448	-999,999,999.00
				TOTAL -1,038,012,582.08
	CTRLDISB	1/20/2022	TRSF TO ██████████ 0738	-301,785.78
		1/20/2022	TRSF TO ██████████ 0737	-163,846.37
		1/20/2022	TRSF TO ██████████ 2516	-25,350.08
		1/20/2022	TRSF TO ██████████ 2530	-272,680.99
		1/20/2022	TRSF TO ██████████ 5848	-14,345,061.22
		1/20/2022	TRSF TO ██████████ 7106	-408,554.58
				TOTAL -15,517,279.02
	PYRLTAXES	1/20/2022	TRSF TO ██████████ 30350	-2,606,286.98
		1/20/2022	TRSF TO ██████████ 30349	-727,335.18
			TOTAL -3,333,622.16	
WRNTCLRG	1/20/2022	TRSF TO ██████████ 0050	-364,886.54	
	1/20/2022	TRSF TO ██████████ 0498	-1,421.00	
	1/20/2022	TRSF TO ██████████ 2969	-1,427.14	
	1/20/2022	TRSF TO ██████████ 3539	-2,124.86	
	1/20/2022	TRSF TO ██████████ 7440	-12,041.74	
	1/20/2022	TRSF TO ██████████ 0528	-357,499.11	
	1/20/2022	TRSF TO ██████████ 0518	-621,539.76	
	1/20/2022	TRSF TO ██████████ 0522	-12,888.41	
	1/20/2022	TRSF TO ██████████ 3633	-12,962.14	
	1/20/2022	TRSF TO ██████████ 3656	-671,598.89	
	1/20/2022	TRSF TO ██████████ 0526	-58,624.38	
	1/20/2022	TRSF TO ██████████ 1400	-3,919,369.01	
	1/20/2022	TRSF TO ██████████ 1443	-66,270.57	
	1/20/2022	TRSF TO ██████████ 0530	-29,121.64	
	1/20/2022	TRSF TO ██████████ 0520	-3,875.39	
1/20/2022	TRSF TO ██████████ 0524	-224,674.68		
			TOTAL -6,360,325.26	
CIT623	ACHVNRD	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 1322EFTVENDOR PAYMENT	-37,531,565.33
		1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6105LACOE EFTVEND PYMT-BEST	-3,658,109.32
				TOTAL -41,189,674.65
CTRLDISB	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6502LACOE CONTROLLED DISB - TSA	-499,885.09	
	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 8165LA COUNTY OFFICE OF EDUCATION	-13,777,911.40	
	1/20/2022	ACT TRANSFER DRAC T TRANSFER ---- ACCOUNT ██████████ 6113LACOE - B - BEST	-12,937,645.45	
			TOTAL -27,215,441.94	
				TOTAL -1,143,371,686.45

Exhibit 10 – Credit Card Account Balances Report

Credit Card Account Balances			Date: Thursday, January 20, 2022 Time: 4:10:32 PM			
Transaction Date:		2022-01-19				
Account No	Our Bank	Balance Date	Ledger Balance	Collected Balance	1-Day Float	2-Day Float
██████0345	BAC345	1/19/2022	3,980,916.79	3,980,916.79	0.00	0.00

Exhibit 11 – Money Market Account Interest Report

Money Market Account Interest			Date: Thursday, January 20, 2022 Time: 4:13:22 PM	
Transaction Date:		2022-01-19		
Bank of the West				
Our Bank	Value Date	BAI	Comments	Amount
BW5322	1/19/2022	195	INCOMING MONEY TRANSFERREFERENCE # 220119006059 WIRE CREDITSENDING BANK REFERENCE # 2022011900428158	5,320,000.00
				TOTAL 5,320,000.00

Exhibit 12 – Dashboard

The dashboard consists of eight report panels arranged in two columns and four rows. Each panel includes a title bar with the report name, a date and time stamp, and a 'Transaction Date' field with a dropdown menu. Below the date field are two buttons: 'Run' and 'Run and Hide Parameters'. The reports are as follows:

- OPENING BALANCES**: Bank Balances w/ Totals. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/5/2022.
- FEDWIRE REPORT**: Fedwire Transfer Report. Date: Wednesday, April 6, 2022. Time: 11:27:56 PM. Transaction Date: 4/6/2022.
- BANK TRANSACTION REPORT**: Bank Transaction Report. Date: Wednesday, April 6, 2022. Time: 11:27:57 PM. Transaction Date: 4/5/2022.
- FORECAST TRANSACTION REPORT W/SUBTOTAL**: Forecast Transaction Report. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/6/2022.
- WARRANT AND CONTROLLED DISBURSEMENTS**: Warrant Clearings. Date: Wednesday, April 6, 2022. Time: 11:27:57 PM. Transaction Date: 4/5/2022.
- CREDIT CARDS BALANCES**: Credit Card Account Balances. Date: Wednesday, April 6, 2022. Time: 11:27:55 PM. Transaction Date: 4/5/2022.
- BANK OF THE WEST MONEY MARKET INTEREST**: Money Market Account Interest. Date: Wednesday, April 6, 2022. Time: 11:27:56 PM. Transaction Date: 4/5/2022.

ATTACHMENT 3 – SOLUTION TRAINING

I. INTRODUCTION

Contractor shall provide Technical and End User training as set forth herein at the County of Los Angeles (County) Treasurer and Tax Collector (TTC) site. The training must include all the modules that the TTC needs to attain the functionality stated in the Statement of Work (SOW). Solution training may be conducted virtually using a video conferencing method agreed upon by the TTC.

Contractor shall provide all needed training sessions, as determined by the TTC. Training shall incorporate traditional training methods including, but not limited to, hands-on classroom training and materials (i.e., training manual, reference guides, desk aids, etc.) and knowledge transfer strategy, mutually agreed upon by the TTC and contractor, to prepare TTC staff to utilize the Solution after it is placed into production. Contractor shall customize each training session to accommodate Technical and End User staff, covering areas that pertain to the specific business requirements of each training group.

II. SCOPE OF TRAINING

A. TECHNICAL TRAINING

Contractor shall provide Technical Training for the TTC's technical staff designated by the TTC in accordance with the course outline set forth below.

The role and responsibility of the Contractor and the TTC staff on the usage of the application with all its modules.

1. Features of the Solution (includes features unique to the County)
 - a. Solution Administration.
 - b. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - c. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.
2. Software of Workstations
 - d. Client workstations installation and support.
 - e. Third Party Software (if any).
 - f. User Setup and Audit Controls.
3. Processes (includes hands on practice)
 - g. Reports' Retrieval, customization, and Generation.
 - h. Menu Hierarchy and Navigation.
 - i. Interface of the new Solution with the TTC's in-house application (Sweep DMR).
 - j. Interface of the new Solution with the TTC's Financial Institutions' BAI Files.

- k. How to setup, run, and export files into different file formats as specified by the TTC.
4. Reports – The Management Tool
- l. Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.
5. Modifications to the Solution
- m. On-site, post-implementation support (e.g., one month of on-site support after go-live, on-site support during initial implementation, optional “as-needed” support seven days a week).
 - n. Delivery method of upgrades and product enhancements, including historical frequency of upgrades by module.
 - o. Help Desk, problem reporting, and resolution procedures, including customer service organizational chart and internal escalation procedures with defined support levels.
6. Question and Answer Session
7. Evaluation

B. END USER TRAINING

Contractor shall provide Solution training for End User staff, designated by the TTC, in accordance with the course outline set forth below.

Contractor shall design each training session to cover subjects geared toward the business function of each training group, as indicated in Section I (Introduction) above. Not all Workflow and Processes subjects/topics may be covered at each individual training session.

- 1. Features of the Solution
- 2. Software of all Workstations
 - a. How to access the new Solution using the Client software.
 - b. How to use all the modules included in the new Solution.
- 3. Workflow and Processes (includes hands on practice)
 - a. Report Retrieval and Generation.
 - b. Menu Hierarchy and Navigation.
 - c. Inquiry Response.
 - d. Account Setup and Changes.
 - e. Daily Cash Worksheet and Forecast Daily Cash Worksheet.
 - f. Cash Positioning process and Workflow Monitoring.
 - g. Banking Data Retrieval and Manipulation.
 - h. Table Maintenance.
 - i. Forecasting Models Setup and Variations.
 - j. Specialized Screens.

k. Support.

4. Reports – The Management Tool

Staff Training to utilize the integrated report writing tool to modify or develop new custom reports.

5. Question and Answer Session

6. Evaluation

Attachment 4 Maintenance and Support Services

Table of Contents

Attachment 4.1	SaaS Service Terms
Attachment 4.2	Support Service Terms
Attachment 4.3	Information Security and Privacy Requirements

ATTACHMENT 4.1**SaaS SERVICES TERMS**

- 1. Provision of SaaS Services.** Contractor will provide to County remote use of and access to Contractor's proprietary Solution provided under this Contract. Contractor will provide connectivity between Contractor's equipment and the internet. Contractor will notify County of the access procedures, including the relevant internet address and any VPN configuration requirements. As between Contractor and County, County is responsible for all connections by County via the internet and procuring and paying for all telecommunication and internet service provider services associated with County's use of the Solution. County acknowledges and agrees that such data communication services are not considered part of the Solution and the third-party providers of such services and products are not subcontractors or agents of Contractor. Hardware virtualization technologies may be used in Contractor's discretion to deliver functionality to County as part of the Solution.
- 2. License.** Subject to the terms and conditions set forth in this Contract, including payment of the Solution fees by County to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide right to access and use the Solution, as well as any Documentation and training materials, during the term of this Contract.
- 3. Scope of Use.** County may use, and permit its affiliates to use, the Solution only in the ordinary course of County's and its affiliates' internal business operations. County will be liable for any breach of the terms of this Agreement by its affiliates or their respective employees or agents ("**Authorized Users**"). Access to and use of the Solution by County will be limited to the scope of use provided under this Contract, subject to increase by execution by the parties of an amendment to this Contract.
- 4. Use Restrictions.** Except to the extent specifically authorized by this Contract, County will not, will not attempt to, and will not permit any others under its reasonable control to: (a) use and/or access the Solution or Documentation for any purpose or in any manner not specifically authorized by this Contract; (b) make or retain any copy of the Solution in any manner not authorized by this Contract; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble, attempt to derive the source code, trade secrets or know-how in or underlying, the Solution, except to the extent specifically permitted by applicable law; (d) modify, adapt, alter, translate or create derivative works based upon the Solution or Documentation, or combine, or merge any part of the Solution or Documentation with or into any other software or documentation, except to the extent permitted by applicable law; (e) refer to, disclose, use or access all or any part of the Solution as part of any effort to: (i) develop a program infringing the Contractor's proprietary intellectual property in the Solution; or (ii) otherwise compete with Contractor; (f) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to or encoded or recorded in any Contractor Confidential Information, or fail to preserve all copyright and other proprietary notices in any copy of any Contractor Confidential Information made by County; (g) sell, market, license, sublicense, distribute or otherwise grant to any person including any outsourcer, vendor, subcontractor, consultant or partner, any right to use and/or access any Contractor Confidential Information or allow such other person to have access to any Contractor Confidential Information, whether on County's behalf or otherwise in any manner not authorized by this Contract; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.
- 5. Enhancements:** Upgrades, replacements, and new versions: The Contractor agrees to make available to County, at no cost, prior to, and during installation and implementation of the Solution any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the Solution and that are made generally available at no additional charge to the Contractor's other customers using the Solution. During the term of this Contract, the Contractor will promptly notify the County of any available updates, enhancements or newer versions of the Solution via its Client Portal, and provide the new version to the County. The Contractor will provide (via the Contractor's Client Portal or within the Solution

itself) any accompanying Documentation relating to the enhanced, updated, or replaced Solution. As used herein, “**Client Portal**” means a self-service portal made available to County’s designated representatives at County’s request offering specific client-facing resources including information about Contractor’s Information Security Practices.

- 6. 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 will immediately and within 24 hours implement the Contractor’s Business Continuity Plan, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will include in its Business Continuity Plan, 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 Solution.

In the event that the Solution Availability is interrupted, the County Information may be accessed and retrieved within four hours at any point in time. To the extent the Contractor hosts County Information related to the Solution, the Contractor will perform daily back-ups of all County Data residing in the Solution in a segmented or off-site “hardened” environment in a manner that ensures back-ups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- 7. Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e., The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2022 certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor will have a process for correcting control deficiencies that have been identified in the audit, including follow-up documentation providing evidence of such corrections. The Contractor agrees to provide County with the current audit certifications upon request.

The County may review a copy of Contractor’s then-current SOC 2, Type 2 audit report by visiting the FIS Client Portal. This report is made available to Contractor’s clients on or before December 31 of the year in which the audit was performed. A summary of the Contractor’s plan for addressing or resolving any exception(s) and/or qualification(s) resulting from the audit will be shared with the County’s Chief Information Security Officer promptly following the County’s written request. The audit report and summary are and will remain FIS Confidential Information.

- 8. Information Import Requirements at Termination:** Upon termination of this Contract, the Contractor will use reasonable efforts to comply with County’s written instructions for providing a complete, portable, and secure copy of all County Data to County within 30 days of receipt of such instructions and , in a format to be mutually agreed by County and Contractor.
- 9. Termination Assistance Services:** If requested by the County, the Contractor agrees to provide reasonable termination assistance services in accordance with a mutually agreed statement of work.
- 10. Third Party Software.** In the event Contractor provides any Third-Party Software to the County in connection with this Contract, Contractor will obtain a license to such Third-Party Software that is equivalent to the access and use rights provided under this Contract. For the avoidance of doubt, Contractor will support and maintain, at no additional charge to the County, all Third-Party Software to the same extent as the Solution.

11. Microsoft Azure Services.

- 11.1 “**Azure Services**” means one or more of the Microsoft Azure services or features used by Contractor in connection with the Solution being provided to County under this Contract.
- 11.2 County understands and agrees that Contractor is using the Azure Services in connection with its provision of the Solution pursuant to a subscription agreement Contractor has with Microsoft Corporation and/or its affiliate (“Microsoft”) under which the Azure Services are licensed to Contractor. Contractor does not own the Azure Services and the use thereof is subject to certain rights and limitations.
- 11.3 In the event that a regulator having supervisory authority over County (“**Regulator**”) requests to examine the Azure Services operations and controls in order to meet the Regulator’s supervisory obligations, Microsoft will provide the Regulator with a direct right to examine the Azure Services, including the ability to conduct an on-premise examination; to meet with Microsoft personnel and external auditors; and to

access any related documents. Such activities may take place at Microsoft's offices, at other locations where the Azure Services provided to County are performed, and as otherwise requested by the Regulator. For clarity, Microsoft and Contractor will work together to resolve the Regulator request through discussion and interaction between Contractor, Microsoft, and the Regulator (and County where applicable). If required under applicable laws, nothing in this section should be construed as an impediment to the Regulator's ability to examine the Azure Services. County represents that, as a local U.S. government entity, it has sovereign immunity from foreign regulations, including the European Union's General Data Protection Regulation and related regulations. Should any Regulator request access to County Data, Contractor will notify County of that request, subject to Section 7.7 (Confidentiality) of the Contract.

ATTACHMENT 4.2 SUPPORT SERVICES TERMS

Version February 2022

SUPPORT SERVICES

This FIS Standard Support Services Document (this “**document**”) describes the support and maintenance services (“**support services**”) that FIS will provide in relation to the solution, software or remote processing/ASP services (each being the “**Solution**”) that a client for the Solution (“**Client**”) has procured from FIS, with this document forming an integral part of the agreement between FIS and Client (the “**Agreement**”) that refers to this document.

For the purposes of this document:

“**Error**” means a failure of a Supported Release to perform in all material respects in accordance with the Documentation. “**Installed Solution**” means a Solution installed at a non-FIS or FIS affiliate owned or controlled data centre.

“**Release**” means periodic updates or modifications which FIS, in its discretion, incorporate into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).

“**SaaS Solution**” means a Solution hosted by FIS for Client, where the Solution is either:

- a. hosted on an environment dedicated to Client and not shared with other FIS clients, where Client is granted discretion as to when it upgrades to a new Release of the Solution (“**Dedicated Hosted Solution**”). For the sake of clarity, a Dedicated Hosted Solution is referred to as a SaaS Solution purely for the purposes of this document, despite the Solution not being delivered on a true SaaS basis; or
- b. hosted on an environment shared with many clients.

Where the Solution is hosted by FIS for Client pursuant to Hosting Services, if Client terminates such Hosting Services, as expressly permitted in the Agreement, following the effective date of such termination, the Solution will be an Installed Solution for the purposes of this document.

1 FIS Support Responsibilities

FIS support responsibilities cover the following areas, as further described in this Section 1:

- a. provision of new Releases;
- b. telephone and email (“**help desk**”) consultation and support regarding the use and operation of the Solution; and
- c. Incident (as defined below) support.

FIS will provide support in respect of:

- (i) for SaaS Solutions where clients of the Solution are required to be on the same Release of the Solution (as advised by FIS to Client and, for the avoidance of any doubt, excluding Dedicated Hosted Solutions), the most current Release of the Solution made available by FIS for the Solution; and
- (ii) (A) for Dedicated Hosted Solutions and (B) for Installed Solutions, the most current Release of the Solution, the two (2) immediately preceding Releases of the Solution or any other Releases made available in the previous twelve (12) months,

(with respect to each Solution type, collectively the “**Supported Release**”).

If, on a case by case basis, FIS agrees to support any version of the Solution that is not a Supported Release, which support will include help desk support and Incident correction to the extent such correction is already available in the relevant version but not the right to obtain new Incident corrections, FIS reserves the right to charge Client for such additional support at FIS’ then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre-approved by Client in advance of such travel and related expenses being incurred.

Further, Client will be entitled to receive these support services, as described below, in respect of the production databases/environments of the Solution only, but not for any non-production databases/environments. Except as expressly stated in this document, support services in relation to any non-production databases/environments will be provided at FIS’ discretion and may be subject to charge at FIS’ then prevailing Professional Services fee rates.

1.1 **Provision of New Releases**

- 1.1.1 For SaaS Solutions (other than Dedicated Hosted Solutions), FIS will provide and install (in both the production and non-production environments) new Releases of the Solution at no additional charge (and any additional Professional Services provided by FIS will be subject always to Section 1.1.5 below).
- 1.1.2 For Dedicated Hosted Solutions, FIS will provide and install (in both the production and non-production environments) new Releases of the Solution (and any Professional Services provided by FIS in support of such installation will be subject always to Section 1.1.5 below).
- 1.1.3 For Installed Solutions, FIS will make available to Client new Releases of the Solution as and when such become available, and Client will install such new Releases such that Client remains on a Supported Release (and any Professional Services provided by FIS in support of such installation will be subject always to Section 1.1.5 below). The preceding sentence notwithstanding, Client will promptly install any new Release provided by FIS to avoid or mitigate a performance problem or infringement claim.

- 1.1.4 Client accepts that if it is not using a Supported Release, FIS is under no obligation to provide the support services described in this document.
- 1.1.5 Unless such fees are expressly included in the Solution fees set out in the Agreement, Client will be responsible for the payment for any Professional Services provided by FIS (such as but not limited to testing, training, upgrading Client specific configurations, upgrading Client specific customizations including custom reports, and reconciliation activities) for the upgrade of Client to the new Release, at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre-approved by Client in advance of such travel and related expenses being incurred. The parties will enter into a separate Professional Services order in respect of any such upgrade project which will stipulate the scope of work to be provided and the applicable Professional Services fee rates.

1.2 **Help Desk Consultation and Support**

FIS will provide reasonable help desk consultation and support regarding the use and operation of the Solution. Such consultation and support will be provided by the following functions, depending on the nature of the query being raised by Client, with the relevant Support Times for each function as set out in Appendix 2. All queries will be raised with FIS via (i) the FIS Client Support Portal (the "**Portal**"), which will be configured and provided to Client as part of the on-boarding implementation process (the preferred method) or (ii) telephone or email (with the contact telephone numbers and email addresses provided on FIS' Client Support Site). FIS will provide Client with a password to access the Portal and all support requests will be either logged into the Portal by Client or (where a support request is logged by Client via telephone or email) FIS, and the details of each request will be available for access by Client via the Portal. Further, all such queries will be raised by and any other communications with the following functions will be made by the Authorized Support Personnel (as defined in Section 2.1.1 below) only.

1.2.1 **Client Support Centre (Application Support)**

FIS will provide Client with functional and technical support, which will cover telephone or email support to assist the Authorized Support Personnel with reasonable support requests in relation to the Solution and Incidents during the relevant Support Times stated in Appendix 2, as further described in Section 1.3 below.

1.2.2 **Environment Technical Support (Installed Solutions only)**

FIS will not provide technical support for Client's Installed Solution environment, unless, upon Client request, the parties have entered into a separate Professional Services order for technical support in relation to Client's Installed Solution environment.

1.2.3 Data Centre Support (SaaS Solutions only)

Data centre operations support in relation to the Solution environment and infrastructure is provided during the relevant Support Times stated in Appendix 2.

1.3 Incident Support

1.3.1 An "**Incident**" means an Error in the Supported Release (inclusive of functional and technical failures) causing an unplanned interruption to a Client's service and/or a disruption in Client's operations, services or functions in relation to the Solution, classified as described in Appendix 1.

1.3.2 In relation to Installed Solutions, the provision of the Incident support services in this Section 1.3 relies on Client providing FIS remote access to the Solution. If such remote access is not given, FIS cannot guarantee that it can provide the Incident support services described in this Section 1.3. In relation to SaaS Solutions, the provision of the Incident support services in this Section 1.3 relies on the Client providing authorization for FIS, through its Client Support Centre (CSC) staff, to access the Solution's user interface to assist in Incident verification and resolution.

1.3.3 FIS will provide to Client, during the Support Times, reasonable efforts in solving Incidents reported by Client as described in this document. Client will first attempt to internally resolve the Incident before contacting FIS. Client will provide to FIS reasonably detailed documentation and explanation, together with underlying data, to substantiate any Incident reported and to assist FIS in its efforts to diagnose, reproduce and correct the Incident.

Upon such report of an Incident by Client, FIS will promptly assign a tracking number and log the Incident in a central database and FIS, through its Client Support Centre (CSC) staff, will be responsible for the following activities and duties in relation to the Incident reported to it by Client:

- After researching the Incident with Client, categorize the Incident in accordance with the severity levels set out in Appendix 1 and taking into account Client reported impacts to Client's business that might not be apparent to FIS. Client acknowledges that any delay in the categorization of the Incident due to any dispute as to appropriate categorization may impact or delay the performance by FIS of its obligations hereunder and FIS will not be responsible for any such delays or impact.
- Prioritize the Incident.
- Determine the cause of the Incident.
- Carry out procedures to work-around or remedy the Incident.
- Involve the appropriate groups in FIS or Client for Incident resolution.
- Document the recovery method and results.

- Monitor and coordinate efforts to resolve the Incident.
- Notify appropriate Client personnel when the Incident has been resolved.
- Ensure proper escalation procedure and notification takes place if needed.

FIS will use reasonable efforts to respond to Client's initial Incident reports and begin research of the Incident within the applicable Target Response Time, as set out in Appendix 1.

In relation to Installed Solutions, Incident support services will be provided by FIS at Client location(s) if and when FIS and Client agree that on-site services are necessary to diagnose and/or resolve the Incident, and Client will reimburse FIS for any applicable expenses.

- 1.3.4 If a reported Incident did not in fact exist or was not attributable to a failure of the Solution to conform to the Documentation or an act or omission of FIS, then FIS reserves the right to charge Client for FIS' investigation and related services at FIS' then prevailing Professional Services fee rates, together with any applicable expenses.

1.4 **Client Questionnaires (Due Diligence)**

FIS will make available resources necessary to answer questions as they relate to due diligence questionnaires submitted by Client. Questionnaires will be submitted to FIS for completion no more than once annually and will incur an additional fee based on the time spent by FIS answering the questionnaire, at FIS' then prevailing Professional Services fee rates.

1.5 **Support Limitations**

The support services described in this document are subject to the limitation sets out in the Agreement and, in addition, expressly exclude:

- 1.5.1 Support services in relation to a Release that is not a Supported Release, except as expressly set out herein.
- 1.5.2 Training on the use of the Solution; any such training would need to be provided under a separate Professional Services order signed by the parties.
- 1.5.3 Services required to solve any Incidents caused by the failure of equipment or software at Client site other than
FIS supplied equipment and/or the Solution.
- 1.5.4 Other FIS services not expressly included in this document such as services required to obtain prices for securities not priced by a pricing vendor(s).
- 1.5.5 Data reconciliation not attributable to a Solution Incident.

Client acknowledges and agrees that any delay in using any new Release, enhancement, change or fix to the Solution may impact or delay the performance by FIS of its obligations hereunder and FIS will not be responsible for any such delays or impact (unless such new Release, enhancement, change or fix contains an Error).

In addition, FIS will be under no obligation to provide the support services if Client's environment on which the Solution is installed or from which it accesses the Solution does not meet FIS' recommended Systems Requirements or Specified Configuration for that Release of the Solution.

2 Support Process

2.1 Client Authorized Support Personnel and Nominated Support Locations

- 2.1.1 In order to ensure clear lines of communication, Client will nominate certain individuals to interact with FIS in reporting and resolving support issues. Client will name two (2) Client individuals (and two (2) backups to stand in for such two (2) individuals when needed) who will be authorized to report Incidents on behalf of Client ("**Authorized Support Personnel**"). In addition, Client will nominate one (1) Client individual (and one (1) backup) to whom FIS can escalate any support issues within Client ("**Primary Contacts**"). Client may, at its option, name any individual to be both an Authorized Support Personnel and a Primary Contact.
- 2.1.2 Authorized Support Personnel will need to be trained and knowledgeable in the Solution and are responsible for the initial triage of all reported Incidents within Client's internal operation. Authorized Support Personnel may report an Incident to FIS via (i) the FIS Portal (the preferred method) or (ii) telephone or email. Before reporting an Incident, Client will use reasonable endeavors to resolve the Incident, including any issues with Client's environment.
- 2.1.3 FIS will nominate, for each Solution, a FIS support location available for the particular Solution will be the primary FIS support location for Authorized Support Personnel to contact in the event of an Incident ("**Nominated Support Location**"). The Nominated Support Location will be set out in the Agreement.
- 2.1.4 Client and FIS may mutually agree to add Authorized Support Personnel or Nominated Support Locations, or to extend Support Times, at mutually agreed fees.
- 2.1.5 Upon written request, Authorized Support Personnel (on behalf of Client) may authorize FIS to commence limited, ad-hoc billable (at FIS' then prevailing Professional Services fee rates, together with any applicable expenses) support assignments required to facilitate Client's normal business operations. These assignments may include limited scope projects (generally under twenty (20) hours of effort) and/or time-sensitive tasks which have an accelerated delivery requirement.

2.2 **Technical Operations**

Client is responsible for providing technical and application services to support the systems that run on Client's environment in support of Client's use of the Solution. Such responsibilities include:

- 2.2.1 Coordination with FIS of enhancements/changes and production fixes to Client's application systems which interface directly with the Solution to assure proper testing is accomplished.
- 2.2.2 Monitoring transmission of data between Client and FIS.
- 2.2.3 Management and maintenance of Client's operating systems, database platforms and other internal systems supporting the Solution.

2.3 **Client Internal System Modifications**

- 2.3.1 Enhancements, changes or fixes to Client's internal systems that run on Client's environment or FIS' SaaS Solution environment and provide data to interface with the Solution in support of Client's use of the Solution will be thoroughly tested by Client in conjunction with FIS before the enhancements, changes or fixes are installed into Client's and/or FIS' SaaS Solution production environment. For all Client's internal system enhancements, changes or fixes that affect the operation of the Solution, advanced planning will occur between FIS and Client prior to installation and will include a definition of the enhancement, change or fix, agreement on the work to be done, preparation of specifications, determination of timing and any FIS costs.
- 2.3.2 Client will promptly notify FIS when an issue is found in internal Client systems which could or would impact the operation of the Solution.

2.4 **Prudent Solution Use**

Client will be responsible for prudent operation of the Solution in accordance with the Agreement and Documentation. After implementation, Client is responsible for the training and organization of its staff and provision of documentation such that the Solution is used in an efficient manner including whenever there are changes to end-user procedures or staff. Additional Solution training may be provided to Client by FIS at FIS' then prevailing Professional Services fee rates, together with any applicable expenses. Any travel by FIS personnel to a different location than their normal place of work will be pre- approved by Client in advance of such travel and related expenses being incurred.

2.5 **Business Forecasting**

A business forecasts will be provided by Client to FIS six (6) months prior to any substantial change in the use of the Solution to enable FIS to adequately plan for additional resources with sufficient lead time.

2.6 User Security

- 2.6.1 Access to the Solution will require the entry of an ID and password for each individual end user. Each ID/password will allow the correct level(s) of access security to the Solution as determined by Client.
- 2.6.2 **(Installed Solutions only)** For Installed Solutions, Client will be responsible for administering ID and password permissions for end-users of the Solution.
- 2.6.3 **(SaaS Solutions only)** For SaaS Solutions, Client will be responsible for determining the end-users of the Solution who require IDs and the access permissions for such end-users, notifying FIS when access rights need to be terminated and monitoring all violation/permission reports. Where applicable, during the relevant Support Times stated in Appendix 2, FIS will execute the following functions based on the direction of Client:
- Initialization of IDs, for up to a reasonable number of new ID's (typically twenty-five (25)) per year (additional fees will apply for any additional IDs required)
 - Resetting of passwords.
 - Cancellation of IDs.
 - Account password maintenance.
 - Processing additional IDs for Client's inventory in a timely manner.

APPENDIX 1 – SOLUTION SEVERITY LEVELS

Production Database Incident Severity Level and Description	SaaS Solutions Only		Installed Solutions only	
	Target Response Time during Support Times	Response and Escalation	Target Response Time during Support Times	Response and Escalation
<p>Severity 1: Critical. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Material negative impact to time-sensitive critical Client service level or key output from the Solution is imminent, within the next 12 hours or has already occurred. Solution is completely down for all users – not operational or accessible Causes the Solution to fail so as to make use of the Solution seriously impractical, and significantly interrupts production use by Client. Data corruption is occurring through the use of the Solution. 	1 hour (or such time as set out in the Agreement)	The Incident will be promptly assigned to the FIS personnel. The team will promptly start work on resolving the Incident. Members of the team will be Primarily dedicated during Support Times (or at such other times as stated in the Agreement) to resolving the Incident until a reasonable work-around or correction is implemented. An FIS representative will keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been implemented. Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.	4 hours (or such time as set out in the Agreement)	FIS will commit necessary Resources during Support Times (or at such other times as stated in the Agreement) until the Incident is resolved, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. An FIS representative will keep Client regularly informed of the Incident status and be available during Support Times (or at such other times as stated in the Agreement) until a work-around or correction has been provided. Client may escalate to the key personnel management contacts set out in the Agreement, which are subject to change by FIS at any time.
<p>Severity 2: Major. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Impact to time-sensitive critical Client service level or output from the Solution is imminent, within the next 24 hours. Key users are Experiencing a severe degradation of service. A portion of the Solution is inoperable or compromised putting key outputs from the Solution at risk. 	2 hours (or such time as set out in the Agreement)	FIS personnel will promptly begin work on the incident. Items that cannot be solved by a first line support consultant Will be escalated to senior support staff. Support staff will continue to work on the Incident, during Support Times, until a workaround or correction has been implemented. Such correction may be implemented through a new Release made available to Client.	6 hours (or such time as set out in the Agreement)	FIS will commit resources during Support Times to provide a correction to restore the Solution to normal levels, provided always that the Incident has been reported during Support Times and no reasonable workaround exists. Correction of the Incident may be made through a new Release made available to Client.
<p>Severity 3: Moderate. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> Impact to Client is yet to be determined, but no known service levels or Client outputs from the Solution are in danger of being missed within the next 72 hours. Solution is highly 	2 business days (or such time as set out in the Agreement)	FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.	2 business days (or such time as set out in the Agreement)	FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.

<p>operational, although anomalies have been noted.</p> <ul style="list-style-type: none"> • A portion of the application is inoperable or compromised, however key deliverables are not at risk. 				
<p>Severity 4: Nominal. An Incident which results in one or more of the following:</p> <ul style="list-style-type: none"> • Low to no risk of Client missing service levels or any major output from the Solution. • Solution users may have a single Client Incident or one for which there is a work around. <p>Client requests for information or general use of the Solution (but, for the avoidance of any doubt, not training on the use of the Solution)</p>	<p>5 business days (or such time as set out in the Agreement)</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release implemented for Client.</p>	<p>5 business days (or such time as set out in the Agreement)</p>	<p>FIS personnel will address the Incident as promptly as possible during Support Times. Correction of the Incident may be made through a new Release made available to Client.</p>

APPENDIX 2 – SUPPORT TIMES

Function - Resource Type	Support Times (excluding public holidays at the relevant support location)	Sev 1 Incidents only - On-call Support outside of Support Times
Client Support Centre (CSC) (ID Maintenance)	<p>SaaS Solutions: As set out in the Agreement, or if the Agreement is silent, as set out below for CSC (Application level) support</p> <p>Installed Solutions: As set out below for CSC (Application level) support</p>	N/A
Client Support Centre (CSC) (Application Level)	<p>Standard*: As set out in the Agreement, or if the Agreement is silent, the following: Monday – Friday, during the following times based on Client’s Nominated Support Location, as available for the Solution: If India (local time Pune): 5:30am - 6:00pm If UK (local time London): 9:00am – 6:00pm If US (local time New York): 7:00am – 7:00pm If other location, as available for the Solution: as set out in the Agreement</p> <p>Custom**: Saturday: India (local time Pune): 9:00am – 6:00pm</p> <p>Custom**: Sunday: Saudi Arabia (local time Riyadh): 9:00am - 6:00pm</p> <p>*Support applicable to one (1) Nominated Support Location as referenced in Section 2.1.3. Additional support locations and/or Support Time coverage requires the payment of an additional support fee</p> <p>** Requires payment of an additional support fee</p>	<p>SaaS Solutions: As set out in the Agreement</p> <p>Installed Solutions: 24x7***</p> <p>*** Subject to resource availability and the parties entering into a separate Professional Services order and Client paying the required additional fee</p>
Data Centre Support (SaaS Solutions only)	24x7	24x7

APPENDIX 3 - SOLUTION SERVICE LEVELS
(SaaS Solutions only)

The provisions of this Appendix 3 apply to SaaS Solutions only.

1 Solution Access

1.1 Scheduled Uptime

FIS will use reasonable efforts to make the Solution available to Client and its authorized users in accordance with the scheduled hours and days of availability set out in the Agreement, subject to Scheduled Events as defined in Section.

1.2.1 below (the “**Scheduled Uptime**”). Scheduled Uptime will apply to the production Solution only.

1.2 Scheduled Events

- 1.2.1 FIS will maintain an “**Event Calendar**”, which will show all known projects and activities that may impact availability or access to the Solution components including but not limited to FIS holidays and scheduled downtime (all such projects and activities “**Scheduled Events**”). FIS and Client will confirm the actual market and FIS holiday schedule by applicable region/country for the year at the beginning of each new year. The Event Calendar will be globally available for review by Client via a secure internet connection or equivalent electronic communication at the beginning of each year.
- 1.2.2 The following types of information will be tracked in the Event Calendar or provided via electronic communication:
- FIS / market / public holidays.
 - Scheduled downtime (if different to the default position, as set out in this Section 1) – FIS schedules weekly data centre downtime periods during which FIS will shut down the access to the Solution for the purpose of data centre and Solution/system upgrades and maintenance. By default (and unless stated contrary in the Event Calendar or via electronic communication), scheduled downtime will occur each week between Saturday 12 noon to Sunday 12 noon in the local time zone of the data centre and, as and when FIS needs to install new Releases of the Solution, from 20.00 on Fridays to 12:00 Saturdays in the local time zone of the data centre.
 - Application maintenance, environmental maintenance, network modifications, and disaster recovery exercises.

1.3 Emergency Maintenance

There may be events that from time to time that will make the Solution inaccessible for a limited amount of time due to unforeseen software, hardware, network, power and/or Internet outages (known as unscheduled downtime or emergency maintenance). FIS will use reasonable efforts to minimize any such disruption, inaccessibility and/or inoperability of the Solution in connection with such unscheduled downtime / emergency maintenance. These changes are not subject to Client approval.

2 Solution Availability

The service level target in relation to Solution availability in each calendar month will be 99.5% of the Scheduled Uptime hours (“**Solution Availability Target**”).

The points of measurement for the Solution monitoring to determine actual Solution availability will be the servers and the network connections at the FIS data centre, using FIS’ monitoring tools.

For each Solution component, the monthly availability of the Solution will be calculated as follows:

$$\frac{[\text{Total number of hours the Solution is actually available in the production environment for all days the Solution is scheduled to be available in the given month, as referenced in Section 1.1 (such days referred to herein as the “Scheduled Days”)]}{[\text{Scheduled Uptime hours (less any hours for Scheduled Events) for all Scheduled Days in the given month}]} * 100$$

Note: If additional Scheduled Events and/or Scheduled Uptime within a month is requested/required, the above calculation will be adjusted accordingly to reflect the change.

In the event that FIS fails to meet the above service level target (each failure referred to as a “**Uptime Service Level Failure**”) the following remedies will apply:

2.1 A service credit calculated as follows:

Actual Solution availability in the relevant calendar month	Uptime Service Level Failure Service Credits - percentage reduction in the monthly Solution or (where the Solution is hosted by FIS for Client pursuant to Hosting Services) hosting fee, as applicable, payable by Client in the immediately subsequent calendar month
Less than 99.5% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95.0%	20%

The applicable service credits specified above and the termination right set forth below will be Client’s sole and exclusive remedies for FIS’ failure to meet the Solution Availability Target. Any service credit will be applied to the next following invoice due to Client.

2.1.1. Partial Outage

FIS can't proactively track and report on the availability of one module for one client nor we can we accept a custom additional SLA credit for one module being out, for one single client. What we can do is expand the definition of outage, to include the unavailability of one particular module, such as cash management. Should the cash management module be down, we will consider the whole system as being down and the existing SLA credit schedule will apply and not a \$500 per day charge.

2.1.2. Delayed Bank Transmission

FIS doesn't allow custom SLAs being a SaaS business, but one other being in many cases a bank transmission delay could be the fault of the bank. Also, if there was some issue at the client where a misconfiguration or mistake was made on client side and for example 20 transmissions were missed, we'd also not be at fault. There are numerous other examples like this, where we would not pay a credit in these cases. We could expand outage definition to indicate mass failure of bank connectivity though. So an outage could be categorized as either a module like cash management being down, or a mass bank connectivity failure.

- 2.2 If there are five (5) or more consecutive monthly Uptime Service Level Failures then, in addition to the service credits described above, Client will have the right to terminate the affected Solution component and the Solution fees set out in the Agreement will be adjusted to reflect that termination and agreed by the parties in writing.

3 Post Incident Analysis

For each Incident impacting the Solution, where the final Incident classification is a Severity 1 (Critical), FIS will use reasonable efforts to provide an initial Root Cause Analysis ("RCA") report to Client within four (4) business days following the date the Incident is resolved, and will provide an updated RCA report as applicable, when additional information becomes available.

The RCA report content will consist of the following sections or equivalent information:

- Incident Description
- Client Processing Details
- Incident Technical and/or Functional Details
- Root Cause Identification
- Corrective Actions

4 Limitations

The service levels provided in this Appendix are target metrics only and FIS will employ reasonable efforts to meet such targets and any failure to meet such target will

not be deemed a breach of the Agreement. The remedies set out in this Appendix will be considered Client's sole remedies for any service level failure under this Appendix.

Any service level failures to the extent due to a Limiting Event will be excluded from the calculation of the service level targets set forth herein.

"Limiting Event" means any one or more of the following events:

- (a) any force majeure event;
- (b) any unauthorized use or modification of the Solution or Documentation by Client;
- (c) violation by Client, its affiliates or any third party (other than FIS subcontractors or agent(s)) of any provision of the Agreement (including any failure to comply with its obligations hereunder in a timely manner);
- (d) any defect, error or problem caused by Client, its affiliates or any third party (other than FIS subcontractors or agents);
- (e) any combination of the Solution with other software (other than software included in the Specified Configuration or software otherwise approved by FIS in writing), to the extent any such combination is the cause of the problem or contributes to the problem directly or indirectly;
- (f) any use of any version of the Solution other than a Supported Release;
- (g) any inaccuracies, errors or omissions or other issues with any data introduced into the Solution by Client, its affiliates or any person accessing the Solution through Client or its affiliates; or
- (h) any unreasonable delay by Client which prevents FIS from carrying out maintenance due to urgent patches or fixes or other urgent maintenance recommended by FIS to be carried out without delay.

ATTACHMENT 4.3**INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

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 Attachment to the Contract “Information Security, and Privacy Requirements Exhibit,” (“**Attachment 4.3**”) sets forth information security procedures to be established by Contractor by the Effective Date of the Contract and maintained throughout the entire Contract term.

This “Attachment 4.3” is incorporated by reference into and forms a part of the Contract. It is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and data, including any of the foregoing that store, transmit, handle or interact in any way with County Data against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address any ongoing Threats and Risks. All capitalized terms used herein without definition have the meanings given to such terms in the Contract.

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 the Solution being accessible and usable upon demand by an authorized entity (Workforce Member or process) subject to the Availability Target(s) specified in the Contract.
- b. **Confidentiality:** the condition that County Data is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the County Data.
- c. **County Data:** All of the County confidential information, data, records, and information of the County stored in, or processed by, the Solution. County Data will include such data that is “personal information” under applicable law (“**Personal Information**”).
- d. **County Information:** all Data and Information belonging to the County.
- e. **Data:** a subset of Information comprised of qualitative or quantitative values.
- f. **Incident:** a successful instance of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information, or interference with Information Technology operations.
- g. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- h. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor will establish and maintain a company-wide Information Security Program designed to prevent the compromise or unauthorized disclosure of, or access to, County's Confidential Information, County Data, including Personal Data.

Contractor's Information Security Program will 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 will 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 designed to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program will be designed to:

- 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 will establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Personal Information. The Contractor's Privacy Program will 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 will 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 will perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor will 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 Personal Information.

The Contractor's Privacy Program will include:

- A Privacy Program framework that identifies and is designed to ensure 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 designed to guard against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Personal 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 will retain exclusive rights and ownership thereto. County Information will not be used by the Contractor for any purpose other than as required under this Contract, nor will 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 Solution 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 Data held, stored, or maintained in the Solution during the term of the Contract.

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 will collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information applicable to Contractor as a third party service provider, 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 will 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

The following **will** supplement Section 7.7 (Confidentiality) of the Contract.

- a. **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, in addition to whatever remedies are available within law or equity.
- b. **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."
- c. **Compelled Disclosures of County Information.** To the extent required by law or by lawful order of a court or governmental authority having competent jurisdiction over the Contractor, the Contractor may disclose County Information in accordance with such law or order or requirement, subject to the following conditions: as soon as possible after becoming aware of such law, order or requirement and prior to disclosing County Information pursuant thereto, the Contractor will, to the extent permitted by law, so notify the County in writing and, if possible and permitted by law, the Contractor will provide the County notice of not less than five (5) days prior to the required disclosure. The Contractor will use reasonable efforts not to release County Information pending the outcome of any measures taken by the County to contest, otherwise oppose, or seek to limit such disclosure by the Contractor and any subsequent disclosure or use of County Information that may result from such disclosure. The Contractor will cooperate with and provide assistance to the County regarding such measures.
- d. **Individual Requests.** The Contractor will 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 will have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County without undue delay. If an individual makes a request directly to the Contractor involving County Information, the Contractor will notify the County without undue delay 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 will notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

- e. **Retention of County Information.** The Contractor will not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract; provided, however, Contractor may retain: (a) copies of County Information that: (i) have been automatically saved electronically as part of a computer archival, disaster recovery or similar back-up system, or (ii) constitute memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques; and (b) County Information as required to comply with applicable legal or regulatory obligations. All such retained County Information will continue to be subject to the confidentiality and use obligations hereunder.

7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may use Subcontractors or affiliates of Contractor to perform certain obligations and/or services under the Contract and County agrees to and approves such use; provided that, the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and Affiliate, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

8. STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION

Contractor will encrypt all electronic Personal Information (stored and during transmission). Except in the context of Contractor's routine backups or as otherwise specifically authorized by the County in writing, Contractor will institute strict physical and logical security controls to prevent transfer of Personal Information to any form of Removable Media. For purposes of this Attachment 4.3, "Removable Media" means 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 Data in accordance with Federal Information Processing Standard (FIPS) 140-2 or other similar, then-current prevailing industry standard.

The Contractor will encrypt County Data 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.

County acknowledges that County Information may be stored in the cloud. All mobile devices storing County Information will 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.

9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor will 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 will (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Data; 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 County Data and will provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County or destroyed, as requested by the County.
- b. **Method of Destruction.** The Contractor will 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 detailing the destruction method used and the County Information involved, and the date of destruction. Such statement will be sent to the designated County contract manager within thirty 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, at the County's option.

All Contractor's Information marked as confidential. If the County chooses to destroy such information, County will provide an attestation on County letterhead detailing the destruction method used, the Contractor Information involved and the date of destruction.

10. PHYSICAL AND ENVIRONMENTAL SECURITY

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

11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor will: (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 13 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 back-ups to removable media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION), all such back-ups will be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL 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 Contract Administrator/Project Director or Contract Manager/Project Manager in writing; and (ii) if transferred using Removable Media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION), must be sent via a bonded courier and protected using encryption technology designated by the Contractor.

The Contractor will 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 will 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 will record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or Removable Media (as described in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION) must be disposed of or sent off-site for servicing, the Contractor will ensure all Personal Information has been eradicated from such hardware and/or media using prevailing industry practices as discussed in Section 8 STORAGE, TRANSMISSION AND DESTRUCTION OF PERSONAL INFORMATION.

13. SECURITY AND PRIVACY INCIDENTS

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

- 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 24 hours of confirmation of the Incident. All notifications will be submitted via encrypted email and telephone to the individuals listed on Exhibit D, County's Administration.
- 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 will 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. Reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.

14. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor will 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, or (ii) a nationally recognized, external, independent auditor.

The Contractor will 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 will provide a copy(ies) of its annual ISO 27001:2022 certification and/or its Application Penetration Test Client Summary at the County's request.

EXHIBIT A2

STATEMENT OF WORK EXHIBITS

TREASURY MANAGEMENT SYSTEM

EXHIBIT A2
STATEMENT OF WORK EXHIBITS
TABLE OF CONTENTS

EXHIBITS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

**STATEMENT OF WORK EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

STATEMENT OF WORK EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Inclusion of supporting documentation with invoices	None	Review of documents	\$100 per incident of non-compliance
Paragraph 7 Administration of Contract - Contractor	Contractor shall notify the Department of Treasurer and Tax Collector (TTC) in writing of any change in name or address of the Project Manager or Project Administrator	None	Inspection and Observation	\$50 per occurrence
Subparagraph 7.4.2 Administration of Contract - Contractor	Contractor shall use commercially reasonable efforts to promptly replace unacceptably performing Contractor personnel	None	On-site inspection and observation, reasonable user complaint	\$100 per employee per occurrence of non-replacement/removal
Subparagraph 7.6 Background and Security Investigations	Employee Background Checks for Contractor personnel	None	Receipt of background check confirmation prior to project start, and spot checks of assigned personnel	\$1,000 per incident of non-compliance
Subparagraph 7.7.4 Background and Security Investigations	Ensure only Contractor personnel who have cleared background checks have access to TTC data	None	Observation, complaints, spot checks of assigned personnel	\$1,000 per incident of non-compliance
Subparagraphs 8.24.5 and 8.25 Insurance	Maintain required insurance policies	None	Receipt and review of insurance information	\$1,000 per day per policy for non-renewal of policy after expiration; \$1,000 per day per policy for failure to maintain coverage; Contract may also be terminated at the TTC's option

**STATEMENT OF WORK EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 8.38 Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in this Subparagraph	None	Inspection of files as permitted in Subparagraph 8.38.1	\$50 per occurrence; upon notification of incomplete/missing records, and/or failure to provide Financial Statements. \$500 per occurrence if not received within 48 hours
Subparagraph 8.40 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	None	Inspection and Observation	\$500 per occurrence for failure to obtain County's written approval or possible termination for breach of contract

**EXHIBIT B - PRICING SCHEDULE
TREASURY MANAGEMENT SYSTEM**

By submission of this Proposal, 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.

NOTE: PRICING IS FIRM AND FIXED FOR THE TERM OF THE AGREEMENT

Pricing should assume a \$40B Treasury Pool and 20 named users with 8 concurrent active sessions.

SECTION 1: License/Hosting Costs: Please add lines, as needed, to capture all costs associated with license/hosting for the term of the contract, including optional renewal periods.		Price	*Sales Tax	Comments Please include description of how cost is calculated (number of users, portfolio size, etc.).
Year 1 – TBD		\$106,680	X	
Year 2 - TBD		\$109,880	X	
Year 3 - TBD		\$113,176	X	
Year 4 - TBD		\$116,571	X	
Year 5 - TBD		\$120,068	X	
Option Year 1 - TBD		\$123,670	X	
Option Year 2 - TBD		\$127,380	X	
Optional 6-month extension - TBD		\$65,601	X	

Total License/Hosting Costs **\$883,026.00**

SECTION 2: Initial Start-up/Professional Services Costs: Please add lines, as needed, to capture all costs associated with initial start-up.	(1)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
System Installation		\$7,000	X	
System Configuration/Customization		\$3,500	X	
Data Conversion/Migration		\$57,375	X	
Testing		\$15,750	X	
Training Services		\$11,250	X	
Travel and Other Costs		N/A		
Professional Services		\$23,625	X	
Data Integration/Interfaces		N/A		

Total Initial Start-up/Professional Services Costs **\$ 118,500.00**

**EXHIBIT B - PRICING SCHEDULE
TREASURY MANAGEMENT SYSTEM**

SECTION 3: Software Maintenance & Support Costs (Including Software Upgrades) <i>Please see Exhibit A, SOW, Attachment 6, Maintenance and Support Services, for baseline support expectations.</i> Please add lines, as needed, to capture all costs associated with software maintenance and support for the term of the contract, including optional renewal periods.	(2) (3)	Price	*Sales Tax	Comments Please include description of how cost is calculated.
Year 1 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 2 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 3 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 4 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Year 5 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Option Year 1 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Option Year 2 - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.
Optional 6-month extension - TBD		N/A		All support, including upgrades, and maintenance are included in the monthly fee noted in section 1 above.

Total Software Maintenance and Support Costs \$0 -

TOTAL FIXED FEES AND MAINTENANCE
Project Fixed Fee plus Maintenance/Support for term of the contract, including optional renewal periods: **\$0 -**

- Notes:
- (1) There will be 20% withholds on all invoices/payments, to be paid by County to Contractor at the completion of Final Acceptance.
 - (2) Costs should assume they begin at the date of Final Acceptance and should accommodate the number of years proposed.
 - (3) Payments will be paid monthly in arrears commencing not sooner than the month following Final Acceptance.

Additional Professional Services Costs

SECTION 4: Additional Professional Services Costs: Please add lines, as needed, to capture all costs associated with additional professional services for the term of the contract, including optional renewal periods.	Price	*Sales Tax	Comments Please include description of how cost is calculated (frequency, rate, etc.).
Additional Training Services (per hour)	\$281.25 / Hour	X	Daily professional services rate / 8 hours
Additional Programming Modifications (per hour)	\$250/ Hour	X	Daily professional services rate / 8 hours
Travel Costs	N/A		All work performed remotely.
Third-party Market Pricing Services (per year)	N/A		
Third-party Credit Rating Services (per year)	N/A		
Other Costs	N/A		

*** NOTE: Please provide an 'X' in the Sales Tax column to indicate if sales tax is applicable**

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Michael Grazer
Title: Assistant Treasurer and Tax Collector
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7363
Email Address: mgrazer@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Benjamin M. Effinger
Title: Operations Chief
Address: 500 West Temple Street, Room 434
Los Angeles, CA 90012
Telephone: (213) 974-7350
Email Address: beffinger@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CHIEF INFORMATION SECURITY OFFICER:

Name: Jeffrey Aguilar
Title: Chief Information Security Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 253-5659
Email Address: CISO-CPO_Notify@lacounty.gov

CHIEF PRIVACY OFFICER:

Name: Lillian Russell
Title: Chief Privacy Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 351-5363
Email Address: CISO-CPO_Notify@lacounty.gov

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 866-5783
Email Address: mder@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Room 409
Los Angeles, CA 90012
Telephone: (213) 584-1406
Email Address: cso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: FIS Capital Markets US LLC

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Meher Ehtisham
Title: Head of Integrity NA Consulting Services
Address: 4610 S Ulster Street, #500
Denver, CO 80237
Telephone: (303) 399-0919
Facsimile: N/A
Email Address: meher.ehtisham@fisglobal.com

CONTRACTOR'S PROJECT MANAGER:

Name: Susan Opferman
Title: Project Manager II
Address: 4610 S Ulster Street, #500
Denver, CO 80237
Telephone: (720) 850-7010
Facsimile: N/A
Email Address: susan.opferman@fisglobal.com

CONTRACTOR'S ALTERNATE PROJECT MANAGER:

Name: Jim Federici
Title: Project Manager I
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: Telephone:
Facsimile: N/A
Email Address: james.federici@fisglobal.com

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Joel Bratter
Title: Director of Finance
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (973) 714-9420
Facsimile: N/A
Email Address: joel.bratter@fisglobal.com

Notices to Contractor shall be sent to the following:

Name: Tammi Mathews
Title: Managing Director, Government Accounts
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (480) 262-1557
Facsimile: N/A
Email Address: tammi.mathews@fisglobal.com

Name: Joel Bratter
Title: Director of Finance
Address: 347 Riverside Ave
Jacksonville, FL 32202
Telephone: (973) 714-9420
Facsimile: N/A
Email Address: joel.bratter@fisglobal.com

INTENTIONALLY OMITTED

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.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations**2.206.020 Definitions****2.206.030 Applicability****2.206.040 Required Solicitation and Contract Language****2.206.050 Administration and Compliance Certification****2.206.060 Exclusions/Exemptions****2.206.070 Enforcement and Remedies****2.206.080 Severability****2.206.010 Findings and Declarations**

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

2.206.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability

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

2.206.040 Required Solicitation and Contract Language

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

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

2.206.050 Administration and Compliance Certification

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**2.206.060 Exclusions/Exemptions**

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

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

2.206.070 Enforcement and Remedies

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability

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