



**LOS ANGELES COUNTY  
REGISTRAR-RECORDER/COUNTY CLERK**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk

February 04, 2025

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

Dear Supervisors:

**REQUEST APPROVAL TO EXECUTE CONTRACT NUMBER 25-003 WITH SCANNER  
HOLDINGS CORPORATION FOR IBML SCANNER TALLY  
MAINTENANCE AND SUPPORT SERVICES**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

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

**SUBJECT**

The Registrar-Recorder/County Clerk (RR/CC) requests approval to execute Contract #25-003 with Scanner Holdings Corporation (ibml) to provide election specific Tally Maintenance and Support (Tally M&S) services. These services cover twenty (20) ImageTrac 6400 scanners and four (4) Fusion 8400 document scanners (ibml scanners) utilized in election ballot processing. Ensuring optimum performance is critical to maintaining the accuracy of election results.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the RR/CC, or designee, to execute a contract with ibml to provide Tally M&S services, substantially similar to Attachment I, effective March 3, 2025 to March 2, 2030 for \$3,072,400 provided that approval is obtained from the Chief Executive Office and County Counsel;
2. Delegate authority to the RR/CC, or designee, to execute future amendments to extend the contract for up to two (2) additional one-year optional periods and six (6) month-to-month extensions, from March 3, 2030 to October 2, 2032 for \$1,517,900 provided that Chief Executive Office and County Counsel approval is obtained, increasing the overall total contract sum to \$4,590,300,

including the extension and optional renewals;

3. Delegate authority to the RR/CC, or designee, to negotiate and execute amendments to: (i) exercise option terms, (ii) make changes to the Statement of Work as operationally necessary, provided approval is obtained from County Counsel, and (iii) to make any other necessary changes that do not materially alter any term or condition of the contract.
4. Delegate authority to the RR/CC, or designee, to increase the total contract sum by no more than ten percent (10%) for any unforeseen circumstances provided that approval is obtained from the Chief Executive Office and County Counsel; and
5. Delegate authority to the RR/CC, or designee, to terminate the contract as necessary, provided that approval is obtained from County Counsel.

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

The purpose of recommended action will allow ibml under Contract #25-003 to provide ibml scanner Tally M&S services for high speed ibml scanners used in the election tally process. These scanners are critical for scanning, printing, for initial validation, saving images, and processing voted ballots during elections. The RR/CC requires Tally M&S services on a total of twenty-four (24) ibml scanners including 20 ImageTrac 6400 scanners and 4 ibml Fusion 8400 document scanners utilized in election ballot processing.

The ibml scanners play a crucial role in the Tally operation, handling the processing of ballots and reporting of election results. For example, during the 2024 November General Election, the scanners were essential for capturing ballot images that the VSAP Tally system used produce election results. The scanners processed over 12 million ballots, including more than 500,000 Ballot Marking Device (BMD) ballots within four (4) hours on election night.

It is imperative that the scanners are consistently maintained in optimal condition, ensuring peak performance to meet the expected volume and accuracy standards of elections.

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

### **Background on Scanners**

In 2018, the California Secretary of State (CaSOS) certified the Voting Solutions for All People® (VSAP) Tally system, a new voting system designed to process the new full-face Vote by Mail (VBM) ballots. As part of this certification, 6 ibml ImageTrac 6400 scanners were deployed to digitize paper ballots. By 2020, the RR/CC acquired an additional 14 ibml scanners, bringing the total to 20 scanners. In April 2024, 2 Fusion 8400 document scanners (newer scanner models) were ordered and delivered to the RR/CC Ballot Processing Center (BPC) in the City of Industry in June of 2024.

This expansion was essential for a complete transition to the County's new VSAP, which includes in-person Ballot Marking Device (BMD) ballots and countywide VBM ballots. Currently, twenty-two (22) scanners are located at the BPC. Additionally, in January 2024, 2 Fusion 8400 document scanners

were acquired to support an emergency disaster recovery site located in the City of Downey, bringing the total to twenty-four (24) scanners.

#### RR/CC ibml Scanner Timeline/History

- Rented: One (1) 6400 ibml scanner for testing and evaluation purposes on December 1, 2017, and returned on August 3, 2018.
- Procured: Two (2) 6400 scanners and three (3) years Tally M&S on July 5, 2018, via a capital lease (lease to own). The Tally M&S services expired on July 10, 2021.
- Procured: Four (4) 6400 scanners with Tally M&S services were originally purchased on September 4, 2018. The Tally M&S for the four (4) ibml scanners expired on July 5, 2019.
- Procured: Fourteen (14) 6400 ibml scanners were originally purchased on July 9, 2019. The Tally M&S for the 14 scanners expired on December 2, 2019.
- Maintenance and Support contract for Tally M&S #19-002: On September 3, 2019, your Board granted RR/CC the authority to execute Contract #19-002 with ibml for Tally M&S services. On September 3, 2019, the RR/CC executed Contract #19-002 which is set to expire on March 2, 2025.
- Procured: Two (2) imp 8400 scanners were originally purchased on January 22, 2024.
- Procured: Two (2) ibml 8400 scanners were originally purchased on June 28, 2024.

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

The recommended actions align with the County's Strategic Plan related to North Star 3: Realize tomorrow's government today - subpart G. Internal Controls & Processes: Strengthen our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

#### **FISCAL IMPACT/FINANCING**

The total cost of the contract is \$ 3,072,400 for the initial term and \$1,517,900 for the option terms for a total maximum contract sum of \$4,590,300.

If the ten percent (10%) delegated authority amount is utilized, the total contract sum will increase by \$459,030 to \$5,049,330.

Funding for the initial term is included in the RR/CC's FY 2024-25 Final Adopted Budget. Funding for the optional extensions will be requested through the annual budget process, as necessary.

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

Los Angeles County is the largest election jurisdiction in the United States with over 5.7 million registered voters. During major elections, the RR/CC processes millions of ballots, depending on voter turnout. Under VSAP, the CaSOS approved and certified the Tally System that processes both VSAP VBM and BMD ballots.

#### **CONTRACTING PROCESS**

The current Contract #19-002 for Tally M&S services with ibml expires on March 2, 2025. For continued services, the RR/CC issued an Invitation for Bids (IFB #23-017) on June 12, 2024 to July 31, 2024 to solicit bids for a contract with an organization to provide ibml Tally M&S services. The IFB solicitation was posted on the County's Doing Business with Los Angeles website and sent to three different commodity codes related to scanner and office equipment M&S. IFB information was also posted on the RR/CC's social media outlets including: Instagram, Facebook, Twitter, and

LinkedIn. The IFB was also advertised in newspapers including the Los Angeles Daily News, Whittier Daily News, and Los Angeles Times. An extensive Google search for companies providing scanner services was conducted and the companies identified in the search were sent a copy of the IFB via a solicitation letter. A mandatory Bidders Conference took place on June 26, 2024. The IFB closed on July 31, 2024.

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

On October 1, 2024, the RR/CC sent a letter to ibml outlining its intent to recommend them for a contract award to your Board. The RR/CC received a Letter of Intent from ibml on October 8, 2024.

The Chief Information Office (CIO) recommends approval of this request. No formal CIO Analysis is required as the contract is for continued ibml Tally M&S services, and no new technology is being implemented at the time. However, any change orders for technology enhancements that will be funded with Pool Dollars will require County Counsel approval.

County Counsel has reviewed this Board letter and approved as to form. The online Supplemental Declaration form was submitted on the Levine Act Portal on November 21, 2024.

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

Your Board's approval of the noted actions will allow for continuation of Tally M&S services for the 24 ibml scanners, which are critical to providing fully functioning scanners for fast and accurate election results. Tally M&S support encompasses both hardware components on the ibml scanners and the associated ibml software components and configurations that facilitate scanner operation.

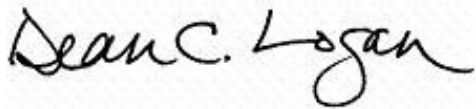
Tally M&S is indispensable to ensure optimal performance and a consistently high level of quality for accurate election ballot scanning using the ibml scanners.

The Honorable Board of Supervisors

2/4/2025

Page 5

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



Peter Loo

Chief Information Officer

DCL:JG:JS

DL:CA;cp

Enclosures

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SCANNER HOLDINGS CORPORATION (ibml)**

**FOR**

**IBML SCANNER TALLY MAINTENANCE AND SUPPORT  
SERVICES**

**CONTRACT NUMBER: #25-003**

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
<b>1.0 APPLICABLE DOCUMENTS .....</b>	<b>2</b>
<b>2.0 DEFINITIONS .....</b>	<b>2</b>
<b>2.1 Standard Definitions .....</b>	<b>2</b>
<b>3.0 WORK .....</b>	<b>5</b>
<b>4.0 TERM OF CONTRACT.....</b>	<b>5</b>
<b>5.0 CONTRACT SUM.....</b>	<b>5</b>
<b>5.1 Total Contract Sum .....</b>	<b>5</b>
<b>5.2 Written Approval for Reimbursement.....</b>	<b>5</b>
<b>5.3 Notification of 75% of Total Contract Sum.....</b>	<b>6</b>
<b>5.4 No Payment for Services Provided Following Expiration-Termination         of Contract.....</b>	<b>6</b>
<b>5.5 Invoices and Payments.....</b>	<b>6</b>
<b>5.6 Cost of Living Adjustments (COLA's) .....</b>	<b>7</b>
<b>5.7 Default Method of Payment: Direct Deposit or Electronic Funds         Transfer.....</b>	<b>8</b>
<b>6.0 ADMINISTRATION OF CONTRACT – COUNTY.....</b>	<b>8</b>
<b>6.1 County's Administration.....</b>	<b>8</b>
<b>6.2 County's Project Director .....</b>	<b>8</b>
<b>6.3 County's Project Manager .....</b>	<b>8</b>
<b>6.4 County's Project Monitor.....</b>	<b>9</b>
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR .....</b>	<b>9</b>
<b>7.1 Contractor's Administration.....</b>	<b>9</b>
<b>7.2 Contractor's Project Manager .....</b>	<b>9</b>
<b>7.3 Approval of Contractor's Staff .....</b>	<b>9</b>
<b>7.4 Contractor's Staff Identification.....</b>	<b>9</b>
<b>7.5 Background and Security Investigations.....</b>	<b>9</b>
<b>7.6 Confidentiality .....</b>	<b>10</b>
<b>8.0 STANDARD TERMS AND CONDITIONS .....</b>	<b>11</b>
<b>8.1 Amendments and Change Notices .....</b>	<b>11</b>
<b>8.2 Assignment and Delegation/Mergers or Acquisitions .....</b>	<b>12</b>

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.3 Authorization Warranty.....	13
8.4 Budget Reductions .....	13
8.5 Complaints.....	13
8.6 Compliance with Applicable Laws.....	14
8.7 Compliance with Civil Rights Laws .....	14
8.8 Compliance with County’s Jury Service Program .....	15
8.9 Conflict of Interest .....	16
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	16
8.11 Consideration of Hiring GAIN/START Participants .....	17
8.12 Contractor Responsibility and Debarment .....	17
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	19
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	20
8.15 County’s Quality Assurance Plan.....	20
8.16 Damage to County Facilities, Buildings or Grounds.....	20
8.17 Employment Eligibility Verification .....	21
8.18 Counterparts and Electronic Signatures and Representations .....	21
8.19 Fair Labor Standards .....	21
8.20 Force Majeure.....	21
8.21 Governing Law, Jurisdiction, and Venue .....	22
8.22 Independent Contractor Status.....	22
8.23 Indemnification.....	23
8.24 General Provisions for All Insurance Coverage .....	23
8.25 Insurance Coverage.....	27
8.26 Liquidated Damages .....	28
8.27 Most Favored Public Entity .....	29
8.28 Nondiscrimination and Affirmative Action.....	29
8.29 Non-Exclusivity .....	30
8.30 Notice of Delays .....	30
8.31 Notice of Disputes.....	30



## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	31
8.34 Notices .....	31
8.35 Prohibition Against Inducement or Persuasion .....	31
8.36 Public Records Act .....	31
8.37 Publicity .....	32
8.38 Record Retention and Inspection-Audit Settlement.....	32
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting.....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program .....	34
8.42 Termination for Convenience.....	35
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration .....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity .....	38
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program.....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting.....	39
8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking.....	39
8.55 Intentionally Omitted .....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	39
8.57 Compliance with the County Policy of Equity .....	39
8.58 Prohibition from Participation in Future Solicitation(s).....	40
8.59 Injury and Illness Prevention Program.....	40

## TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	40
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>40</b>
9.1 Intentionally Omitted .....	40
9.2 Intentionally Omitted .....	40
9.3 Intentionally Omitted .....	40
9.4 Intentionally Omitted .....	40
9.5 Intentionally Omitted .....	40
9.6 Intentionally Omitted .....	40
9.7 Local Small Business Enterprise (LSBE) Preference Program.....	40
9.8 Social Enterprise (SE) Preference Program.....	41
9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program .....	42
9.10 Intentionally Omitted .....	43
9.11 Intentionally Omitted .....	43
9.12 Intentionally Omitted .....	43
9.13 Compliance with County’s Women in Technology Hiring Initiative.....	43
<b>10.0 SURVIVAL.....</b>	<b>43</b>

### STANDARD EXHIBITS

- A Statement of Work and Attachments
- B Pricing Schedule
- C Contractor’s Proposed Schedule
- D County’s Administration
- E Contractor’s Administration
- F Forms Required at the Time of Contract Execution
  - F1 Contractor Acknowledgment and Confidentiality Agreement
- G Safely Surrendered Baby Law

### UNIQUE EXHIBITS

- H Intentionally Omitted
- I Intentionally Omitted

## TABLE OF CONTENTS

### PARAGRAPH

### PAGE

<b>J</b>	Intentionally Omitted
<b>K</b>	Information Security and Privacy Requirements
<b>L</b>	Debarment Certification
<b>M</b>	Background Check Attestation Form

**CONTRACT #25-003 BETWEEN  
COUNTY OF LOS ANGELES  
AND  
SCANNER HOLDINGS CORPORATION (ibml)  
FOR  
IBML TALLY SCANNER MAINTENANCE AND SUPPORT SERVICES**

This Contract (“Contract”) and Exhibits made and entered into March 3, 2025 by and between the County of Los Angeles, hereinafter referred to as “County” and Scanner Holdings Corporation (ibml), hereinafter referred to as “Contractor”. Contractor is located at 2750 Crestwood Boulevard, Birmingham, AL 35210.

**RECITALS**

WHEREAS, the County may contract with private businesses for specialized services under Government Code, Section 31000, including ibml Scanner Tally Maintenance and Support Services when certain requirements are met; and

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

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

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

## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

### Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Information Security and Privacy Requirements Exhibit
Exhibit L	Debarment Certification
Exhibit M	Background Check Attestation Form

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 Change Notice:** A notice prepared and executed by the Registrar-Recorder or his/her designee relating to any change to the Contract which is clerical or administrative in nature and/or does not affect any term or condition of the Contract.
- 2.1.3 Contract:** This Contract executed between County and Contractor. Included are all supplemental Contracts, amendments, change notices, and change orders, if any, amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an Contract with the County to perform or execute the work covered by this Contract.
- 2.1.5 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.6 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.7 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.9 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Registrar-Recorder/County Clerk, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Department Head or Director:** Head of Department of the Registrar-Recorder/County Clerk.
- 2.1.13 Deliverables:** the items identified Statement of Work to be delivered or provided by Contractor to County under the terms of this Contract.

- 2.1.14 Election System:** An election system leverages information technology to manage various aspects of the electoral process, including voter registration, ballot casting, vote counting, and result tabulation.
- 2.1.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.16 ibml Certified Field Technician:** troubleshoots, configures, installs, provides advanced maintenance, and direction to support technicians.
- 2.1.17 ibml Scanners:** refer to twenty (20) ImageTrac 6400 scanners and four (4) Fusion 8400 document scanners utilized in election ballot processing.
- 2.1.18 ibml-trained Support Technicians:** are familiar with the scanners to assist with maintenance (for scanner cleaning, wiping lenses, changing feed belts and tires, replacing ink, and other tasks as directed by the ibml-certified Technician).
- 2.1.19 Optional Work:** Additional work or Professional Services, which may be provided by Contractor to County upon County's request and approval in accordance with Statement of Work Task 5.
- 2.1.20 Pool Dollars:** The maximum amount allocated under this Contract for the provision by Contractor for Optional Work. A Pool Dollar Request Form must be completed to access Pool Dollars for Optional Work. Pool Dollar use shall be governed by the requirements of Task 5 of the Statement of Work, Exhibit A
- 2.1.21 Special Election:** A type of election held within a specific jurisdiction to address a particular issue or fill a vacant office, encompassing all voters.
- 2.1.22 Statement of Work (SOW):** A written description of all tasks, deliverables, services, and other work the Contractor is expected to fully perform, complete, and deliver on time. The work to be performed by Contractor will meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.23 Subcontract:** An Contract by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.24 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written Contract.
- 2.1.25 Tally:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results the election. The Tally System also

supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be five (5) years commencing upon execution unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Contract term of seven (7) years and six (6) months. Each such option and extension will be exercised at the discretion of the Director or designee.

The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

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

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**

The maximum total Contract Sum is \$4,590,300, which includes \$3,072,400 for the initial term and \$1,517,900 for the option terms. All costs should be charged in accordance with Exhibit B (Pricing Schedule).

The Contract allows the RR/CC, or designee, to execute amendments increasing the contract sum up to 10% (\$459,030) of the original Contract Sum if approved by County Counsel. If the option to increase the Contract Sum is exercised, the maximum contract amount for the Contract will not exceed \$5,049,330.

#### **5.2 Written Approval for Reimbursement**

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.



Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

### **5.3 Notification of 75% of Total Contract Sum**

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

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

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

### **5.5 Invoices and Payments**

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

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

**5.5.3** All invoices under this Contract must be submitted to the following email address with the subject line stating "Contract #25-003"

[AccountsPayable@rrcc.lacounty.gov](mailto:AccountsPayable@rrcc.lacounty.gov)

Invoices must include the following billing address:

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

Contractor must provide a remittance address on invoices that matches the Contractor's main address listed on the County's Webven website, under vendor profile.

Invoices must include the Task/Deliverable #s, labels and rates, as applicable, which must match and be the same sequential order as presented in Exhibit B (Pricing Sheet).

#### **5.5.4 County Approval of Invoices**

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

In the event discrepancies are found during the invoice review, County's Project Manager, or designee, will notify Contractor of such discrepancies and submit a list of disputed charges as soon as practicable from the receipt of such disputed invoice by County. Contractor shall review the disputed charges and send a written explanation of discrepancy or revised or corrected invoice no later than within fifteen (15) days of receipt of County's notice of discrepancies and disputed charges.

#### **5.5.5 Preference Program Enterprises - Prompt Payment Program (if applicable)**

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

### **5.6 Cost of Living Adjustments (COLA's)**

If requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim Area for the 12-month period preceding the Contract anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase will not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid

to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase. Further, before any COLA increase may take effect and become part of this contract, it will require a written amendment to this contract first, that has been formally approved and executed by the parties.

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

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an Contract/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding Contract requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract/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.

## **6.0 ADMINISTRATION OF CONTRACT – COUNTY**

### **6.1 County’s Administration**

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit D (County’s Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County’s Project Director**

Responsibilities of the County’s Project Director include:

- 6.2.1** Ensuring that the objectives of this Contract are met; and
- 6.2.2** Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

### **6.3 County’s Project Manager**

The responsibilities of the County’s Project Manager include:

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

**6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

#### **6.4 County's Project Monitor**

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

### **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor's Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any change as they occur.

#### **7.2 Contractor's Project Manager**

**7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.

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

**7.2.3** The Contractor's Project Manager must have three (3) years of experience.

#### **7.3 Approval of Contractor's Staff**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

**7.5.1** Background and security investigations of Contractor staff are required as a condition of beginning and continuing work under this Contract. Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.5.1 through 7.5.9.

- 7.5.2** For purposes of background and security investigations, all of the positions assigned to Contractor's staff performing services under this Contract are designated sensitive positions. As such, Contractor staff shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of if the member of Contractor staff passes or fails the background investigation.
- 7.5.3** No staff employed by the Contractor or Subcontractor for this service having access to Departmental information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to County and employment of the staff for this service is approved in writing by the County.
- 7.5.4** If a member of Contractor staff does not pass the background investigation, County may request that the member of Contractor staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor staff any information obtained through the County's background investigation.
- 7.5.5** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.6** Disqualification of any member of Contractor staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.7** No Contractor or Subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.5.8** Contractor or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.5.9** Contractor shall sign, attest, and adhere to Exhibit M (Background Check Attestation Form).

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Contract).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

- 8.1.1** For any change which affects the scope of work, contract term, Contract Sum, payments, or any term or condition included under this Contract, except those items related to Pool Dollars, an Amendment must be prepared and executed by the Contractor and by the RR/CC or his/her designee. Pool Dollar use shall be governed by the requirements of Task 5 of the Statement of Work, Exhibit A
- 8.1.2** The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment

to the Contract must be prepared and executed by the Contractor and by the RR/CC or his/her designee.

**8.1.3** For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Contract, a written Change Notice may be prepared and executed by the Director or his/her designee.

**8.1.4** The RR/CC or his/her designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the RR/CC or his/her designee.

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

**8.2.1** The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

- 8.5.1** Within 5 business days after Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.2** The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.3** If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 5 business days for County approval.
- 8.5.4** If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.
- 8.5.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7** Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.



## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

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

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

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

## 8.8 Compliance with 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

- 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.
- 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 Contract and a copy of the Jury Service Program must be attached to the Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have

a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the

Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN/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. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

Contractor must certify that they are not suspended, excluded or debarred (Debarment Certification, Exhibit L) from the list Federal Suspended and Debarred Vendors ([https://sam.gov/content/home\\_](https://sam.gov/content/home_)) or the State of California Debarred Vendors (<https://www.dir.ca.gov/dlse/debar.html>).

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

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

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five 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**

- 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.
- 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.
- 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. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect

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

- The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 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. The Board 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 "Safely Surrendered Baby Law" poster, in Exhibit G, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <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 Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

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 and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

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

## **8.17 Employment Eligibility Verification**

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

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

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

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

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

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

**8.20.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure



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

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

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

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

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

## **8.22 Independent Contractor Status**

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

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

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

**8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.5 (Confidentiality).

### **8.23 Indemnification**

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

### **8.24 General Provisions for All Insurance Coverage**

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered via email to the County at [Contracts@rrcc.lacounty.gov](mailto:Contracts@rrcc.lacounty.gov) and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any

required Contractor and/or Subcontractor insurance policies at any time.

- Certificates must identify all Required Insurance coverage types and limits specified herein, specify on the certificate the Contract name, Contract number #25-003, list the RR/CC as an Additional Insured using the address (12400 Imperial Hwy., Norwalk, CA 90650), and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be emailed with the subject line stating "COI for ibml #25-003":

[Contracts@rrcc.lacounty.gov](mailto:Contracts@rrcc.lacounty.gov)

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

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

The County, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the

County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Change in Insurance**

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

#### **8.24.5 Failure to Maintain Insurance**

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

#### **8.24.6 Insurer Financial Ratings**

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

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

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

#### **8.24.8 Waivers of Subrogation**

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

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

#### **8.24.11 Claims Made Coverage**

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

#### **8.24.12 Application of Excess Liability Coverage**

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

#### **8.24.13 Separation of Insureds**

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

#### **8.24.14 Alternative Risk Financing Programs**

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

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

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

### 8.25 Insurance Coverage

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

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

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

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

#### 8.25.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

## **8.26 Liquidated Damages**

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Attachment 3, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3** The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4** This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

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

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

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from



participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

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

**8.28.7** If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

## **8.29 Non-Exclusivity**

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

## **8.30 Notice of Delays**

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

## **8.31 Notice of Disputes**

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

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

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in [Internal Revenue Service Notice No. 1015](#).

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

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

### **8.34 Notices**

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

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

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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.

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

### **8.37 Publicity**

**8.37.1** The Contractor 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:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director.

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

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

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

of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

**8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.38 will constitute a material breach of this Contract 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 five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

- A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3** The Contractor must indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must email of all such documents with subject line "ibml #25-003 Subcontracting" to:

[Contracts@rrcc.lacounty.gov](mailto:Contracts@rrcc.lacounty.gov)

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

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

## **8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

## **8.43 Termination for Default**

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

**8.43.3** Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

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

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

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

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

**8.44.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County 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, service, the provision of travel or entertainment, or tangible gifts.

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

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

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

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

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

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

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

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



#### **8.48 Validity**

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

#### **8.49 Waiver**

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

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

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds

upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.53 Time Off for Voting**

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

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

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

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

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

#### **8.55 Intentionally Omitted**

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

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

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

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

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

A Bidder, or a Contractor or its subsidiary or Subcontractor ("Bidder/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Bidder/Contractor has provided advice or consultation for the solicitation. A Bidder/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Bidder/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/Bidder from participation in the County solicitation or the termination or cancellation of any resultant County contract.

**8.59 Injury and Illness Prevention Program**

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

**8.60 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.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 Intentionally Omitted**

**9.2 Intentionally Omitted**

**9.3 Intentionally Omitted**

**9.4 Intentionally Omitted**

**9.5 Intentionally Omitted**

**9.6 Intentionally Omitted**

**9.7 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **9.8 Social Enterprise (SE) Preference Program**

**9.8.1** This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

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

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

**9.8.4** If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the

information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program**

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

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

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

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

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

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.10 Intentionally Omitted**

**9.11 Intentionally Omitted**

**9.12 Intentionally Omitted**

**9.13 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 to WIT program participants, if feasible. Contractors must report such programs available to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

**10.0 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:

- Paragraph 1.0      Applicable Documents
- Paragraph 2.0      Definitions
- Paragraph 3.0      Work
- Paragraph 5.4      No Payment for Services Provided Following Expiration/Termination of Contract
- Paragraph 7.6      Confidentiality
- Paragraph 8.1      Amendments
- Paragraph 8.2      Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.6      Compliance with Applicable Laws

Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation(s)
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	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 Registrar-Recorder/County Clerk, the day and year first above written.

COUNTY OF LOS ANGELES

CONTRACTOR

\_\_\_\_\_  
DEAN C. LOGAN  
Registrar-Recorder/County Clerk

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Michael D. Owens  
Senior Deputy County Counsel



# **EXHIBITS A through M**

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
<b>1.0 SCOPE OF WORK.....</b>	<b>1</b>
1.1 PURPOSE.....	1
1.2 BACKGROUND .....	3
<b>2.0 TASKS AND DELIVERABLES .....</b>	<b>3</b>
2.1 TASK 1 – KICK-OFF MEETING.....	3
2.2 TASK 2 – PROVIDE MONTHLY IBML SCANNER TALLY M&S.....	3
2.3 TASK 3 – PROVIDE ONSITE TALLY M&S SERVICES DURING MAJOR ELECTIONS.....	7
2.4 TASK 4 – PROVIDE ONSITE TALLY M&S SERVICES DURING MINOR ELECTIONS (UPON REQUEST ONLY) .....	9
2.5 TASK 5 – POOL DOLLARS AND OPTIONAL WORK (UPON REQUEST ONLY).....	10
<b>3.0 QUALITY CONTROL .....</b>	<b>11</b>
<b>4.0 QUALITY ASSURANCE PLAN .....</b>	<b>11</b>
4.1 Periodic Meetings.....	11
4.2 Contract Discrepancy Report .....	12
4.3 County Observations.....	12
<b>5.0 RESPONSIBILITIES .....</b>	<b>12</b>
<b>COUNTY.....</b>	<b>12</b>
<b>CONTRACTOR .....</b>	<b>13</b>
<b>6.0 UNSCHEDULED WORK.....</b>	<b>14</b>
<b>7.0 GREEN INITIATIVES .....</b>	<b>14</b>
<b>8.0 PERFORMANCE REQUIREMENTS SUMMARY .....</b>	<b>15</b>
 <b>SOW ATTACHMENTS</b>	
1 Pool Dollars Service Request Form	
2 Contract Discrepancy Report (CDR)	
3 Performance Requirements Summary (PRS)	

**STATEMENT OF WORK (SOW)  
IBML SCANNER TALLY MAINTENANCE AND SUPPORT SERVICES**

**1.0 SCOPE OF WORK**

**1.1 PURPOSE**

This Statement of Work (SOW) outlines the tasks, deliverables, and services that the Contractor will provide for the Tally Maintenance and Support (Tally M&S) of ibml scanner Tally services.

The Los Angeles County Registrar-Recorder/County Clerk (RR/CC) necessitates Tally M&S for a total of twenty (20) ibml ImageTrac 6400 and (4) ibml Fusion 8400 document scanners utilized in election ballot processing. The County reserves the right to procure additional scanners during the contract duration, and the Tally M&S for potential additional scanners must be encompassed in this Contract. Any additional scanners not defined in this SOW will be negotiated for similar pricing upon purchase, and this Contract will be amended in accordance with Section 8.1 of the Contract.

Tally M&S is indispensable to ensure optimal performance and a consistently high level of quality for accurate election ballot scanning using the ibml scanners. Tally M&S support encompasses both hardware components on the ibml scanners and the associated ibml software components and configurations that facilitate scanner operation.

Activities related to both Major and Minor Election Support, along with critical Tally M&S support activities for the RR/CC, will collectively be referred to as "Election Support Activities" within this document.

**EXHIBIT A  
STATEMENT OF WORK**

<b>ibml Scanner Tally M&amp;S Tasks</b>		
<b>Task #</b>	<b>Tasks</b>	<b>Onsite Support Availability</b>
1	Kickoff Meeting	TBD
2	Hardware Tally M&S	Monthly
3	<p>Onsite Tally M&amp;S Services during Major Elections:</p> <ol style="list-style-type: none"> <li>1) General Elections</li> <li>2) Primary Elections</li> <li>3) State-Wide Elections</li> <li>4) Special Elections that affect Los Angeles County as a whole</li> </ol>	<p>Onsite support availability potentially 24/7 beginning up to:</p> <ul style="list-style-type: none"> <li>• One (1) month prior to an election</li> <li>• One (1) month after an election</li> <li>• Election day through the end of election night ballot processing</li> </ul> <p>For a list of current and upcoming elections please visit: <a href="https://lavote.gov/home/voting-elections/current-elections/upcoming-elections">https://lavote.gov/home/voting-elections/current-elections/upcoming-elections</a></p>
4	<p>Onsite Tally M&amp;S Services during Minor Elections (Upon Request Only)</p> <p>Minor Elections:</p> <ol style="list-style-type: none"> <li>1) City Elections (RR/CC asked to conduct)</li> <li>2) Special Elections that affect a portion of Los Angeles County</li> </ol>	<p>Onsite support availability beginning:</p> <ul style="list-style-type: none"> <li>• One (1) week prior to an election</li> <li>• Two (2) weeks after election</li> <li>• Election day through the end of election night ballot processing</li> </ul>
5	Pool Dollars (Upon Request Only)	Please see Section 2.5, Task 5 for full description.

## **1.2 BACKGROUND**

In 2018, the California Secretary of State (Ca SoS) certified the Voting Solutions for All People® (VSAP) Tally system as a new voting system for processing the new full-face Vote by Mail (VBM) ballots. The certification of the VSAP system included six (6) ibml ImageTrac 6400 document scanners to scan and create paper ballots into digital images. By 2020, an additional fourteen (14) ibml scanners were acquired, bringing the total to 20 scanners. Furthermore, in April 2024, two (2) Fusion 8400 document scanners were ordered and were delivered to the RR/CC Ballot Processing Center (BPC) in the City of Industry in June of 2024.

This expansion was essential for a complete transition to the County's new VSAP, which includes in-person Ballot Marking Device ballots and countywide VBM ballots. Currently, 22 scanners are located at 13401 Crossroads Pkwy, City of Industry, CA 91746 (BPC). Additionally, in January 2024, two (2) Fusion 8400 document scanners were acquired to support an emergency disaster recovery site located at 9150 Imperial Hwy, Downey, CA 90242 (TOC/Disaster Recovery Center), bring the total to twenty-four (24) scanners.

The ibml document scanners play a crucial role in the Tally operation, handling the processing of ballots and reporting of election results. It is imperative that the scanners are consistently maintained in optimal condition, ensuring peak performance to meet the expected volume and accuracy standards of elections. The Contractor must possess the qualifications and experience outlined to be eligible for this Statement of Work (SOW).

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## **2.0 TASKS AND DELIVERABLES**

### **2.1 TASK 1 – KICK-OFF MEETING**

A mandatory kick-off meeting must occur within thirty (30) days of the Contract's effective date. During the kick-off meeting, the RR/CC will provide an overview, introduce staff, respond to Q&A, and discuss the Tasks, Deliverables, and associated timeframes. The meeting may be held at the RR/CC BPC located at 13401 Crossroads Pkwy N, City of Industry, CA 91746, or via a Teams online meeting, as mutually agreed upon by County and Contractor.

### **2.2 TASK 2 – PROVIDE MONTHLY IBML SCANNER TALLY M&S**

The Contractor is required to provide the following onsite ibml scanner Tally M&S on a monthly basis, excluding periods when Contractor is otherwise onsite for support of major elections.

#### **2.2.1 General Monthly Tally M&S: Contractor must:**

- 2.2.1.1** Maintain five (5) identified ibml scanners in good operating condition year-round. Next business day (NBD) Tally M&S will be provided for these five (5) scanners, and will include:
  - a. 1 business day response time
  - b. On-site support within 1 business day (if needed)

**EXHIBIT A  
STATEMENT OF WORK**

c. All replacement parts included.

**2.2.1.2** Perform monthly preventative maintenance on all (24) ibml scanners at their BPC and Tally Operations Center/Disaster Recovery Center (TOC). This monthly service will include:

- a. Correct all deficiencies in ibml scanners
- b. Correct all errors in all ibml scanners and provide User Support for all errors (whether caused by deficiencies or user error) arising during use of the ibml scanners from a help desk or certified technicians
- c. Provide user support for all errors arising through certified ibml scanner technicians and provide complete history (System Log) for all ibml scanner items serviced. Contractor must update scanner specific System Logs for all repairs and maintenance and must furnish to County upon request.

**2.2.2** Preventative Maintenance (PM): Contractor must conduct Preventative Maintenance services on a monthly basis on all ibml scanners to ensure proper functionality and reliability. Preventive Maintenance (e.g., to inspect, lubricate, clean and adjust the scanners) must be performed in accordance with applicable ibml scanners maintenance, installation, and operator's manuals.

**2.2.3** Corrective Maintenance: Contractor must conduct Corrective Maintenance intended to correct any damage or malfunctions observed in the ibml scanners. The process will evaluate any defects and correct, repair or replace any part. Contractor will provide materials and parts necessary to ensure proper functioning of the ibml scanners in working condition. Parts must be provided by the Contractor with no additional cost over and above the maintenance charges specified.

**2.2.4** Equipment: All parts to repair or replace any failed equipment must be original ibml parts (OEM).

**2.2.5** Contractor Staff: All maintenance must be performed by ibml Certified Technicians trained in the operation, maintenance, and repair of ibml scanners. When required, Contractor will provide guidance to RR/CC personnel on the proper use and maintenance of the scanners.

**2.2.6** System Log: Contractor must create, update and submit an electronic System Log accessible 24/7 to authorized RR/CC staff, within 48 hours of any work being done on the ibml scanners. Log entries will include daily maintenance, monthly maintenance, and all repairs. The System Log must capture all components replaced (including, but not limited to ink cartridges, rollers, tires, belts, and other components of the ibml

## EXHIBIT A STATEMENT OF WORK

scanners) and all work performed on each scanner. The System Log must include, at a minimum, the following information:

1. Scanner ID Number (assigned by County)
2. Scanner Serial Number (assigned by scanner manufacturer)
3. Date and time of event
4. Current document number (total pages processed by scanner since manufacture)
5. Related Problem Number from Problem Log (if this maintenance task is tied to an open problem)
6. Name of Contractor personnel providing support
7. Description of the work (include components replaced and work performed)

**2.2.7** Problem Tracking Log: Contractor must create and update an interactive/automated Problem Tracking Log accessible 24/7 to authorized County staff, which will be reviewed and revised at least weekly for follow-up on unresolved issues. The Problem Log must include the following:

1. Problem Number (a unique ID assigned by Contractor)
2. Date and time reported
3. County employee or affiliate reporting the problem and phone number
4. Contractor personnel receiving the initial County contact regarding the problem
5. Description of the problem
6. Priority Level assigned to the problem is decided by the RR/CC.
7. Resolution status and estimated fix date (completed by Contractor)
8. Resolution plan (completed by Contractor)
9. Resolution description and date resolved (completed by Contractor)
10. A log of each individual contact between County and Contractor regarding the problem, including the date, time, County and Contractor personnel names for each contact, textual summaries of phone calls, and copies of all related email text and other correspondence.

**2.2.8** Unscheduled Service Requests (SRs): The RR/CC may request unscheduled Tally M&S through a Service Request (SR). An SR may require adjustments and repairs to ibml scanners including the replacement (on an exchange basis) of unserviceable parts or components occasioned by the normal use of the ibml scanners. In the event the supported ibml scanner software fails to operate substantially as described in the then current manufacturer or equivalent user documentation for such software, the RR/CC will request an SR.

## EXHIBIT A STATEMENT OF WORK

Contractor must provide telephone and email response through its Help Desk each Business Day between 8:00 am and 5:00 pm PT for unscheduled SRs. Contractor must provide RR/CC in writing, the expected time frame required to perform services and replace parts (if applicable) for the RR/CC's consideration and approval. Services for all scanners and the 5 identified NBD scanners include parts coverage; however, replacement parts do not include consumable or wear and tear items. The RR/CC will need to purchase the replacement parts for the other scanners.

The response time for unscheduled SRs is as follows:

### Hardware

- Major and Minor Election Support Activities: Four (4) hour response between 8:00am – 5:00pm PT, 7-days per week (Sunday – Saturday)
- All Other Time Frames: Next Business Day (NBD) response between 8:00am – 5pm, Monday - Friday

### Software

- Major and Minor Election Support Activities: Contractor must provide, within two (2) business days, a (1) temporary solution for the problem, or (2) a correction of the problem, in the next revision level of the supported software.
- All Other Time Frames: During the Contract term, Contractor must give RR/CC written notice of new maintenance revision levels of supported software available to RR/CC under agreement. Software Maintenance response must be 8am - 5pm Monday - Friday. Software maintenance will be provided via email and/or phone support.

Contractor's Technicians must provide the RR/CC a SR Ticket for each Unscheduled SR before leaving RR/CC's premises.

SR Tickets must include:

- Date(s) of service
- Scanner Model/Serial Number
- Address
- Full description of work completed including parts replaced
- Contractor Technician (printed and signed)
- Authorized Department personnel name (print and signed) and employee identification number
- Creating/Updating problem log entry for each



***Task 2 Deliverables:***

- Publish a monthly schedule of the Tally M&S in coordination with and approved by with County's designated Project Manager
  - Provide Monthly ibml Tally M&S for all scanners and update logs
  - Provide Monthly management reports showing support tickets and the time worked on each support ticket
  - Notify County of new releases of supported software
  - Coordinate with County to install new releases of supported software
  - Update scanner-specific maintenance log for all work done on each scanner
  - Open support tickets and provide details on the tickets as required by ibml help desk and support engineers
  - Create Problem Log entries for each SR ticket opened
  - Update Problem Log entries as work progresses on SR tickets
- 

**2.3 TASK 3 – PROVIDE ONSITE TALLY M&S SERVICES DURING MAJOR ELECTIONS**

The Contractor must provide onsite ibml Tally M&S services and support during all Major Elections at the BPC, as requested by the County. Onsite election M&S services do not include the two scanners at the TOC. However, if the TOC emergency disaster recovery site is activated and scanning doesn't occur at the Ballot Processing Center (BPC), the onsite election M&S will extend to cover the usage of the two scanners.

Elections that include all the voters in Los Angeles County are considered Major Elections. Every even-numbered year, there are two Major Elections: the Primary and General Elections. During odd-numbered years, special elections may occur, up to one (1) per calendar year. These are unplanned elections, such as a recall or special measure.

Contractor will provide onsite Tally M&S services during Major Elections to include:

- Preparing all on-site ibml scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Opening support tickets and providing details on the tickets as required by the Help Desk and certified ibml Technicians
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner
- Providing monthly management reports showing support tickets and time worked on each support ticket

Major Election Timeframe

1. Contractor must guarantee periods of availability for onsite support for Major Elections, including weekends and holidays, beginning one (1) month prior to Election Day and continuing for up to one (1) month after Election Day.
2. RR/CC will email Contractor a schedule (exact dates) and the exact number of scanners requiring support for onsite Tally M&S for Major Elections at least twelve (12) weeks prior to the start of any activities requiring support.
3. Election-specific Testing, as requested by the RR/CC. Contractor must provide onsite Tally M&S during Election-specific Testing, beginning up to one (1) month prior to Election Day to up to one (1) month after Election Day, as needed. Onsite Tally M&S is required during regular business hours, Monday – Friday 9:00am- 5:00pm during this operation.
4. Regular Ballot Scanning Operation: Contractor will provide onsite Tally M&S during the Regular Ballot Scanning Operation beginning up to fourteen (14) days prior to Election Day to up to twenty-eight (28) days after Election Day, including weekends and holidays. Onsite Tally M&S is required up to fifteen (15) hours per day from 7:00am - 10:00pm during this operation.
5. 24/7 Ballot Scanning Operation: Contractor will provide Tally M&S during the 24/7 Ballot Scanning Operation beginning up to five (5) days prior Election Day to up to seven (7) days after Election Day, including weekends and holidays. Onsite M&S is required 24 hours a day, 7 days a week during this operation.
6. Contractor must provide sufficient staff to provide Tally M&S for up to 22 ibml scanners during the Regular Ballot Scanning Operation and 24/7 Ballot Scanning Operation.

At a minimum, Contractor will provide 1 certified field technician (for troubleshooting, configurations, installations, advanced maintenance, and to provide direction to support technicians) and three (3) ibml support technicians (familiar with the scanners to assist with maintenance for scanner cleaning, wiping lenses, changing feed belts and tires, replacing ink, and other tasks as directed by the ibml-certified Technician) on-site for every 5-6 scanners during all ballot scanning operations (e.g., 22 scanners will require four (4) technicians).

**Task 3 Deliverables:** Contractor will provide onsite Tally M&S services during major elections to include:

- Preparing scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Opening support tickets and providing details on the tickets as required by ibml help desk and support engineers
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

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#### **2.4 TASK 4 – PROVIDE ONSITE TALLY M&S SERVICES DURING MINOR ELECTIONS (UPON REQUEST ONLY)**

Contractor must provide onsite ibml Tally M&S and on-call support, as-requested, during Minor Elections. A Minor Election includes city, county, school, or special district elections, often featuring nonpartisan local offices where candidates run without party affiliation listed on the ballot. These elections cover specific areas within a county and do not mandate the use of all available scanners. Minor elections may occur up multiple times in a calendar year, upon request only.

Contractor will provide onsite Tally M&S services during Minor Elections to include:

- Preparing up to 22 ibml scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Opening support tickets and providing details on the tickets as required by the Help Desk and certified ibml Technicians
- Creating Problem Log entries for each support ticket opened
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

##### Minor Election Timeframe

1. The RR/CC will email Contractor a schedule (exact dates) and the exact number of scanners requiring support for onsite Tally M&S for Minor Elections at least four (4) weeks prior to the start of any activities requiring support.
2. Contractor must guarantee periods of availability for onsite support beginning up to seven (7) days prior to Election Day and to up to fourteen (14) days after Election Day.

3. Onsite work will be billed hourly. Minor elections vary in size and duration and will be scheduled four (4) weeks prior to the start of any activities requiring support.

**Task 4 Deliverables:** Contractor will provide onsite Tally M&S services during Minor Elections to include:

- Preparing scanners daily to scan documents
- Troubleshooting scanner hardware and software issues
- Opening support tickets and providing details on the tickets as required by ibml help desk and support engineers.
- Creating Problem Log entries for each support ticket opened.
- Updating Problem Log entries as work progresses on support tickets
- Updating scanner-specific maintenance log for all work done on each scanner

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## **2.5 TASK 5 – POOL DOLLARS AND OPTIONAL WORK (UPON REQUEST ONLY)**

Pool Dollars are the amount allocated under the Contract for the provision by Contractor of Optional Work, including Professional Services, as requested and approved by County.

Prior to performing Pool Dollar services, Contractor must prepare and submit to the County Pool Dollar Request Form (SOW Attachment 1), which is a written description of the work with an estimate of labor (time) and parts (materials) required to service equipment. If the work exceeds Contractor's estimate, the County Project Director must approve the excess cost prior to the Optional Work being done. In any case, no Pool Dollars work will commence without written authorization.

Work will commence on the established specified date and be completed within the time allotted. A completed, signed Pool Dollar Request Form (SOW Attachment 1) will be attached to each Pool Dollar invoice submitted for payment. At no point will Pool Dollar services exceed the allotted Contract Sum, and all charges must be in accordance with Exhibit B, Pricing Schedule.

Pool Dollar services may include, at a minimum:

1. Customize software to support unforeseen capabilities or create new capabilities
2. Modify equipment for County requirements
3. Relocate or transport equipment
4. Reconfigure or realign equipment due to changes to County's network or system configuration
5. Election System Testing, as-requested, no more than twice a year during Election Tally System Testing. Election Tally System Testing occurs when components of the system, or procedures for using the system, change and require testing and validation.

- Election Tally System Testing may occur on the current version of the Election Tally System and will certainly occur for any future versions of the Election Tally System.
  - Contractor must guarantee periods of availability for one (1) ibml Technician for up to five (5) business days during normal business hours during Election Tally System Testing.
6. Recertification: Inspect Equipment that has lapsed in warranty coverage to determine if equipment is in operating order and eligible for coverage under this agreement. Once Equipment has passed inspection or is brought to a supportable state, this Equipment may be added to this support agreement

***Task 5 Deliverables:***

- Complete Pool Dollar Request Form (SOW Attachment 1) for Optional Work
  - Provide weekly updates on the status of each Pool Dollars Service Request
  - Update scanner-specific maintenance log for all work done on each scanner
  - Open support tickets and provide details on the tickets as required by ibml help desk and support engineers
  - Create Problem Log entries for each support ticket opened
  - Update Problem Log entries as work progresses on support tickets
  - Provide written response to County's Service Request with a description of the work, and the estimate of the time and materials required
- 

### **3.0 QUALITY CONTROL**

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The QCP must be submitted every 3 months to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contract requirements are being met;
- 3.2** A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

### **4.0 QUALITY ASSURANCE PLAN**

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

#### **4.1 Periodic Meetings**

Contractor is required to attend scheduled periodic meetings.

**4.2 Contract Discrepancy Report (SOW Attachment 2)**

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

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

**4.3 County Observations**

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

**5.0 RESPONSIBILITIES**

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

**COUNTY**

**5.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

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

**5.2 Furnished Items**

- 5.2.1** The County will provide the Contractor with a workspace equipped with WiFi access.
- 5.2.2** The County will provide the necessary key card access for the Contractor to perform Tally M&S for the ibml scanners.
- 5.2.3** Parking at the Ballot Processing Center will be provided.

**CONTRACTOR**

**5.3 Contractor's Project Manager**

- 5.3.1** Contractor must provide a full-time Project Manager and designated alternate. County must have access to the Contractor's Project Manager during all critical election periods as determined by the County. Contractor must provide a telephone number and email address where the Project Manager may be reached.
- 5.3.2** Contractor's Project Manager must act as a central point of contact with the County.
- 5.3.3** Contractor's Project Manager must have 3 years of experience in Tally M&S.
- 5.3.4** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

**5.4 Personnel**

- 5.4.1** Contractor will assign a sufficient number of staff to perform the required work. At least one staff on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2** Contractor will be required to background check its staff as set forth in Paragraph 7.5, Background and Security Investigations, of the Contract.

**5.5 Uniforms/Identification Badges**

- 5.5.1** Contractor staff assigned to County facilities must wear an appropriate uniform at all times. Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County, will be provided by and at Contractor's expense.
- 5.5.2** Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4, Contractor's Staff Identification, of the Contract.

**5.6 Materials and Equipment**

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

**5.7 Training**

- 5.7.1** Contractor must provide training programs for all new Contractor employees and continuing in-service training for all staff.

**5.7.2** All staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

**5.8 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 4 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must answer calls received by the answering service within twenty-four (24) hours the first business day of receipt of the call. During onsite support coverage for elections, technicians will be onsite and must adhere to the inquiries, complaints, and response times outlined in Task 3 and Task 4.

**6.0 UNSCHEDULED WORK**

**6.1** The County's Project Manager or their designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

**6.2** Prior to performing any unscheduled work, the Contractor must prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County's Project Director, or their designee, must approve the excess cost. In any case, no unscheduled work will commence without written authorization.

**6.3** When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor must contact County's Project Director for approval before beginning the work. A written estimate must be sent within twenty-four (24) hours for approval. Contractor must submit an invoice to County's Project Director within five (5) working days after completion of the work.

**6.4** All unscheduled work must commence on the established specified date. Contractor must proceed diligently to complete said work within the time allotted.

**6.5** The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

**7.0 GREEN INITIATIVES**

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




**8.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

## **8.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) Chart, SOW Attachment 3, listing required services and deliverables that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

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

	<p><b>Pool Dollars Service Request Form</b></p>
<b>Project/Agreement Name and Number:</b> ibml Scanner Tally Maintenance and Support Services Contract #25-003	<b>Service Request:</b>
<b>County's Project Director:</b>	<b>Change Request Requestor:</b> LA County
<b>County's Project Manager:</b>	<b>Date Requested:</b>

**Instructions:** Contractor complete and submit to County Project Director and Project Manager prior before work begins.

**Request:** \_\_\_\_\_

Pool Dollars Required?     Yes     No

<b>Description of Work:</b>	
<b>Additional Detail:</b>	
<b>Estimate of Labor (time) and parts (materials)</b>	
<b>Cost (if any)</b> One Time Cost Not to Exceed:	
<b>Current Location:</b>	
<b>New Location:</b>	
<b>Work to Completed Date:</b>	
<b>Reason:</b>	
<b>Schedule:</b>	

<b>Approvals</b>				
<b>LOS ANGELES COUNTY</b>			<b>CONTRACTOR</b>	
County's Project Director		Date	Contractor Project Director	Date
County's Project Manager		Date	Contractor Project Manager	Date

## CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_ *Contractor's Representative Signature*

\_\_\_\_\_ *Date Signed*

<b>Additional Comments:</b>

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

### SCANNER SERVICE LEVEL RESPONSE

Severity Level	Scanner Service Level Agreement Description	Response Time Frame*	Remedies
Critical	Critical problem restricting the availability of scanner(s) for election ballot processing, election simulation, or election canvass ballot processing.	4 hours	\$1,500 per Unit
Severe	Availability of scanners(s) is restricted less than two weeks before election ballot processing begins.	24 hours	\$500 per Unit
Moderate	Scanner(s) is malfunctioning and use is restricted less than three weeks prior to start of election ballot processing.	48 hours	\$250 per Unit
Minimal	Scanner(s) is malfunctioning causing minimal election impact.	1 week	\$100 per Unit

\*The response timeframe is based on calendar days and may exclude transit time for special parts.

(1) County will send notice to Contractor of the issue. Contractor will (2) acknowledge and (3) Contractor will resolve the issue within the response timeframe specified in the PRS chart based on the severity level and election timing. If Contractor failed to meet the response timeframe, the County would (4) be able to deduct the listed amount in the PRS based on the period it took Contractor to cure the issue as identified in the PRS

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

### PERFORMANCE REQUIREMENTS

Performance Requirement	Service Performance Description	Monitoring Method	Deduction Assessed
Contract: Paragraph 7.0 (Administration of Contract- Contractor) Paragraph 7.2 (Contractor's Project Manager)	Contractor must notify the County in writing of any change in name or address of the Contractor Project Manager.	Inspection and Observation	n/a
Contract: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24.5 (Failure to Maintain Insurance)	Contractor must maintain or provide acceptable evidence that it maintains the required insurance under the Contract or it will constitute a material breach of the Contract.	Inspection and Observation	n/a
Contract: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38.1 (Records Retention and Inspection-Audit Settlement)	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.	Inspection and Observation	n/a
Statement of Work: Task 2.2.1.1 (General Monthly Tally M&S)	Response time for the 5 identified NBD support scanners (1 business day response and on-site support).	Attendance and Observation	\$250 per occurrence
Statement of Work: Task 2.2.1.2 (General Monthly Tally M&S)	Completion of monthly preventative maintenance (24 scanners)	Attendance and Observation	\$250 per occurrence
Statement of Work: Task 2.2.6 (General Monthly Tally M&S)	Updates to the System Log. Failure to comply will constitute a material breach of the Contract.	File Inspection	n/a

<b>Performance Requirement</b>	<b>Service Performance Description</b>	<b>Monitoring Method</b>	<b>Deduction Assessed</b>
Statement of Work: Task 2.2.8 (Unscheduled Service Requests)	Available unscheduled Service Requests through help desk telephone or email each Business Day between 8:00 am and 5:00 pm pst.	Observation	\$200 per day
Statement of Work: Task 2.3 (Major Election Timeframe)	Availability and scheduling of onsite Major Election support beginning up to seven (7) days prior to and continuing up to fourteen (14) days after Election Day. Failure to comply will constitute a breach of Contract.	Attendance and Observation	n/a
Statement of Work: Task 4.2 (Contract Discrepancy Report)	Contractor must resolve discrepancy within a time period mutually agreed to by County and Contractor.	Inspection/Discrepancy Report	n/a
Statement of Work: Task 6.3 (Contractor's Project Manager)	Contractor's Project Manager and alternate must be available and accessible to RR/CC via telephone or e-mail during regular business hours.	Observation	\$100 per day

## PRICING SCHEDULE

<p><b>TASK 2- PROVIDE MONTHLY IBML SCANNER TALLY M&amp;S</b></p>	<p><i>Monthly Fee for:</i></p> <ul style="list-style-type: none"> <li>• <i>Scanners 1 – 5*:</i></li> <li>• <i>Scanners 6 – 22**:</i></li> <li>• <i>Scanners 23 – 24***:</i></li> </ul> <p><i>*(8 x 5 x Next Business Day (NBD))</i>  <i>** (Preventative Maintenance (PM) only)</i>  <i>*** (Preventative Maintenance (PM) only (emergency disaster recovery site))</i></p>	<p style="text-align: right;"><u><i>\$14,515.00</i></u></p> <p style="text-align: right;"><u><i>\$16,275.00</i></u></p> <p style="text-align: right;"><u><i>\$2,066.67</i></u></p>
<p><b>TASK 3- PROVIDE ONSITE TALLY M&amp;S SERVICES DURING MAJOR ELECTIONS</b></p> <p>Technician pricing provided for (a) Ibml Certified Field Technician and (b) Support Technician</p>	<p><i>Price per Major Election</i></p> <p><i>Technician Price per Hour:</i></p> <ul style="list-style-type: none"> <li>• <i>Certified</i></li> <li>• <i>Support</i></li> </ul>	<p style="text-align: right;"><u><i>\$23,400</i></u></p> <p style="text-align: right;"><u><i>\$150.00</i></u></p> <p style="text-align: right;"><u><i>\$50.00</i></u></p>
<p><b>TASK 4- PROVIDE ONSITE TALLY M&amp;S SERVICES DURING MINOR ELECTIONS (*Upon Request Only)</b></p>	<p><i>Price per Minor Election</i></p> <p><i>Technician Price per Hour:</i></p>	<p style="text-align: right;"><u><i>\$6,000.00</i></u></p> <p style="text-align: right;"><u><i>\$150</i></u></p>
<p><b>TASK 5- POOL DOLLARS (*Upon Request Only*)</b></p>	<p><i>TBD</i></p>	<p style="text-align: right;"><u><i>TBD</i></u></p>



## CONTRACTOR'S PROPOSED SCHEDULE

<b>ibml Scanner Tally M&amp;S Tasks</b>		
<b>Task #</b>	<b>Tasks</b>	<b>Onsite Support Availability</b>
1	Kickoff Meeting	TBD
2	Tally M&S	Monthly
3	<p>Onsite Tally M&amp;S Services during Major Elections:</p> <ol style="list-style-type: none"> <li>1) General Elections</li> <li>2) Primary Elections</li> <li>3) State-Wide Elections</li> <li>4) Special Elections that affect Los Angeles County as a whole</li> </ol>	<p>Onsite support availability potentially 24/7 beginning up to:</p> <ul style="list-style-type: none"> <li>• one (1) month prior to an election;</li> <li>• 1 month after an election; and</li> <li>• Election day through the end of ballot processing.</li> </ul> <p>For a list of current and upcoming elections please visit:  <a href="https://lavote.net/home/voting-elections/current-elections/upcoming-elections">https://lavote.net/home/voting-elections/current-elections/upcoming-elections</a></p>
4	<p>Onsite Tally M&amp;S Services during Minor Elections (Upon Request Only)</p> <p>Minor Elections:</p> <ol style="list-style-type: none"> <li>1) City Elections (RR/CC asked to conduct)</li> <li>2) Special Elections that affect a portion of Los Angeles County</li> </ol>	<p>Onsite support availability beginning:</p> <ul style="list-style-type: none"> <li>• two (2) weeks prior to an election; two weeks after election; and</li> <li>• Election day through the end of election night ballot processing.</li> <li>• Special elections of frequently scheduled six (6) weeks prior to election day.</li> </ul>
5	Pool Dollars (Upon Request Only)	TBD

**COUNTY'S ADMINISTRATION**

CONTRACT:           ibml Scanner Tally Maintenance & Support Services

CONTRACT NO:       #25-003

**COUNTY PROJECT DIRECTOR:**

Name:                Aman Bhullar  
Address:             12400 Imperial Highway, Norwalk, CA 90650  
Telephone:          562-462-2714  
E-Mail Address:     ABhullar@rrcc.lacounty.gov

**COUNTY PROJECT MANAGER/COUNTY SPOC:**

Name:                Brian Ikenaga  
Address:             13401 Crossroads Parkway N City of Industry CA 91746  
Telephone:          626-374-5640  
E-Mail Address:     bikenaga@rrcc.lacounty.gov

**COUNTY CONTRACT PROJECT MONITOR**

Name:                Padmaja Vasudevan  
Address:             13401 Crossroads Parkway N City of Industry CA 91746  
Telephone:          562- 658-1784  
E-Mail Address:     pvasudevan@rrcc.lacounty.gov

**CONTRACTS QUESTIONS:**

For contracts questions, send an e-mail to [contracts@rrcc.lacounty.gov](mailto:contracts@rrcc.lacounty.gov)  
Include the name of your company, contract name and contact number.

**INVOICE QUESTIONS:**

For invoice questions, send an e-mail to [accountspayable@rrcc.lacounty.gov](mailto:accountspayable@rrcc.lacounty.gov) and copy the County Project Director, County Project Manager and County Contract Project Monitor.  
Include the name of your company, contract name and contact number.

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR: ibml Scanner Tally Maintenance & Support Services.

CONTRACT NO: #25-003

### CONTRACTOR'S PROJECT DIRECTOR:

*Name:*

Title:

Address:

Telephone:

E-Mail Address:

### CONTRACTOR'S PROJECT MANAGER:

*Name:*

Title:

Address:

Telephone:

E-Mail Address:

### CONTRACTOR'S AUTHORIZED OFFICIAL:

*Name:*

Title:

Address:

Telephone:

E-Mail Address:

### NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

*Name:*

Title:

Address:

Telephone:

E-Mail Address:

## Contractor Acknowledgement and Confidentiality Agreement

Page 1 of 2

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

Contractor Name: \_\_\_\_\_

Contract No

### 9.0 GENERAL INFORMATION:

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

### 10.0 CONTRACTOR ACKNOWLEDGEMENT:

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

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

### 11.0 CONFIDENTIALITY AGREEMENT:

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

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

**Contractor Acknowledgement and Confidentiality Agreement**

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

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

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

SIGNATURE:

DATE:

---

PRINTED NAME:

---

POSITION:

---

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

Any fire station. Any hospital. Any time.



1.877.222.9723

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

No shame | No blame | No names



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

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

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

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

No shame | No blame | No names



**ABOUT THE BABY SAFE SURRENDER PROGRAM**

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

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

No shame | No blame | No names

**ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.**

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

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



No shame | No blame | No names



## Safely Surrendered Baby Law



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

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

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

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

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

### ANSWERS TO YOUR QUESTIONS

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

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

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

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

**What information needs to be provided?**

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

**What happens to the baby?**

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

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

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

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

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

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

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

## INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

Page 1 of 13

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

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

### 1. DEFINITIONS

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

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

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program must 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 must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and

use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

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

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

The Contractor's Privacy Program must include:

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

### **3. PROPERTY RIGHTS TO COUNTY INFORMATION**

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must 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 System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contactor owns, leases or possesses.

### **4. CONTRACTOR'S USE OF COUNTY INFORMATION**

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

laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

## 5. SHARING COUNTY INFORMATION AND DATA

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

## 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must 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 must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.



- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

## 8. SUBCONTRACTORS AND THIRD PARTIES

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

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

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers

(including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must 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 must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information

marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## **11. PHYSICAL AND ENVIRONMENTAL SECURITY**

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

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

## **12. ACCESS CONTROL**

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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 must 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 must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

- f. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### 13. SECURITY AND PRIVACY INCIDENTS

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

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

**County Chief Information Security Officer and Chief Privacy Officer email**  
[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

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

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Jeremy Keller  
Departmental Information Security Officer  
12400 Imperial Hwy  
Norwalk, CA 90650  
(562) 462-2445  
[Jkeller@rrcc.lacounty.gov](mailto:Jkeller@rrcc.lacounty.gov)

- b. Include the following Information in all notices:
  - i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident, and

- iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must 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. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- e. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

#### **14. NON-EXCLUSIVE EQUITABLE REMEDY**

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

## 15. AUDIT AND INSPECTION

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

The Contractor must 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 must provide the audit results and any corrective action documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

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

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

reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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

## **17. PRIVACY AND SECURITY INDEMNIFICATION**

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

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

credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities). Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



**DEBARMENT CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
(the "Contractor"), certify that on County Contract

\_\_\_\_\_  
\_[ENTER CONTRACT NUMBER AND NAME]:

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

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

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

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

\*Contractor Personnel includes subcontractors (If applicable).

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

Name (Print): \_\_\_\_\_

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

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

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Company/Contractor Name

Contract #25-003 for ibml Scanner Tally M&S Services

**BACKGROUND CHECK ATTESTATION FORM**

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Contract # 25-003 will have completed a background investigation as required under Paragraph 7.5 Background and Security Investigations.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and must provide such records to the County for audit purposes, as requested by the County.
- Staff who have a history that would render them unsuitable for the position or work duties required (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties), as determined by the County in its sole discretion, may not perform services under this Contract.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to County information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- Contractor must monitor all Staff during the duration of the Contract term, even after the initial background check has been completed. All subsequent arrests or noncompliance with background investigation requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain services, additional background investigations(s) may be required.

All information collected on Staff has been and will be managed and retained in accordance with all applicable laws and regulations.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to represent this Contractor.

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	