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County of Los Angeles



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March 11, 2025

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

Dear Supervisors:

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

SUBJECT

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

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Executive Director of Information Systems Advisory Board (ISAB) to finalize and execute a contract with Infor Public Sector, Inc. (Infor) for PIX Cloverleaf Application Management Services (Services), substantially like the attached Contract (Attachment I), for a period of six (6) years (Initial Term) and up to four (4) additional one-year option periods (Extended Term), for a maximum total Contract Sum of \$10,529,000 for the ten (10) year term of the Contract.
2. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract, to execute Change Notices to the Contract which do not affect the scope or work, payment amounts, or any other term or condition included under the Contract, and if necessary, terminate for convenience the Contract.

The Honorable Board of Supervisors
March 11, 2025
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3. Delegate authority to the Executive Director of ISAB or designee, during the term of the Contract to execute Amendments to the Contract that: (a) elect to extend the term of the Contract for an Extended Term; (b) do not materially affect the scope of work, payment amounts, or any term or condition included in the Contract; (c) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of the Contract; (d) approve and make necessary changes to the scope of services to comply with the County's Protection of Electronic County Information; (e) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions) of the Contract; and/or (f) implement orders from your Board or Chief Executive Office (CEO) or designee to add or change terms and conditions in the Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISAB is a multi-agency, multi-jurisdiction committee established by the Countywide Criminal Justice Coordination Committee (CCJCC). ISAB is charged with the responsibility of improving information systems design, ensuring coordinated development, and developing the capability of data sharing amongst the ISAB's criminal justice agencies.

In this capacity, ISAB acquired from Infor Corporation (Infor) licenses to Infor's Cloverleaf integration software platform (Cloverleaf) for ISAB's member agencies to create interfaces and to operate, maintain, and support interfaces both between and within various ISAB criminal justice agencies. The County implementation of Cloverleaf is called Proactive Information Exchange (PIX Cloverleaf).

The purpose of the recommended Contract is to provide resources to (1) maintain and support existing interfaces and environments, (2) develop new interfaces and other professional services on the Cloverleaf platform.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the 2024-2030 County Strategic Plan, North Star 3 (Realize Tomorrow's Government Today), Focus Area Goal F (Flexible and Efficient Infrastructure), Strategy ii (Modernize Infrastructure) to modernize legacy/obsolete infrastructure and to leverage technological advancements that increase visibility, accessibility, and ease of use.

FISCAL IMPACT/FINANCING

The maximum County obligation under the proposed Contract is \$10,529,000 over the entire Contract term, including the Initial Term of six (6) years and the Extended Term of up to four (4) years, which breaks down as follows: (a) \$18,148 for Site Assessment and Evaluation; (b) \$3,597,029 for Maintain and Support Deployed Interfaces and Environments for the Initial Term; (c) \$2,913,822 for Maintain and Support Deployed Interfaces and Environments for the Extended Term; (d) \$2,400,000 for optional New Interface Development and Other Professional Services for the Initial Term at the firm fixed hourly rate of \$290; and (e) \$1,600,000 for optional New Interface Development and Other Professional Services for the Extended Term at the firm fixed hourly rate of \$310. Funding for this Contract will be provided by the ISAB Funding Departments from current budget allocations with ongoing year costs budgeted each fiscal year.

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

The Honorable Board of Supervisors
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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

After a formal solicitation, ISAB met with Infor to confirm acceptance of County's standard terms and conditions. ISAB worked closely with County Counsel, CEO Risk Management, and the Chief Information Office (CIO) to finalize the Contract. Except as detailed in attached exceptions (Attachment II), the Contract contains all Board required and legally required provisions. County Counsel has approved this Contract as to form.

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

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined the recommended actions do not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On April 17, 2024, the County released a Request for Proposals (RFP) for PIX Cloverleaf Application Management Services. A Mandatory Virtual Proposers Conference was held on May 15, 2024, with two (2) companies in attendance. One (1) Proposal was received before the closing date of July 10, 2024. The Proposal met all RFP minimum requirements. Proposal evaluations were completed on August 30, 2024. The Evaluation Committee recommended Infor as the winning vendor based upon price, technical capability, and proposed staff.

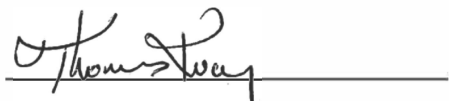
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to the current PIX Cloverleaf Application Management Services.

CONCLUSION

The Contract will enable ISAB to provide essential Services to criminal justice agencies. If you have any questions or need additional information, your staff may contact Fernando Angell, Assistant Director, at (562) 403-6505 or email at FAngell@isab.lacounty.gov.

Respectfully submitted,



Thomas Kooy, Executive Director
Information Systems Advisory Board

TK: FA: lb

c: Alternate Public Defender's Office
District Attorney's Office
Probation Department
Public Defender's Office
Sheriff's Department
Superior Court

ATTACHMENT I



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

INFOR PUBLIC SECTOR, INC.

FOR

PIX CLOVERLEAF APPLICATION MANAGEMENT SERVICES

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

This Contract, including all Exhibits and Attachments hereto ("Contract"), is made and entered into this 11th day of March 2025 by and between the County of Los Angeles, hereinafter referred to as "County" on behalf of the Information Systems Advisory Board, hereinafter referred to as "Department" or "ISAB" and Infor Public Sector, Inc. a California corporation, hereinafter referred to as "Contractor". Contractor is located at 13560 Morris Road, Suite 4100, Alpharetta, Georgia 30004. County and Contractor are referred to here as "Parties", each a "Party".

RECITALS

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

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

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

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

1 APPLICABLE DOCUMENTS

The body of this document (hereinafter “Base Contract”), including without limitation the Recitals hereto along with all Exhibits are attached hereto, are all incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the “Contract”. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Deliverable, goods, Service, or other work, or otherwise between this Base Contract and the Exhibits and Attachments thereto, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Base Contract and then to the Exhibits and Attachments to the following descending priority.

Standard Exhibits:

- Exhibit A Statement of Work and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Intentionally Omitted
- Exhibit D County’s Administration
- Exhibit E Contractor’s Administration
- Exhibit F Safely Surrendered Baby Law

Information Security and Privacy Requirements

- Exhibit G Information Security and Privacy Requirements

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

This Contract including all Exhibits hereto and all Work Orders executed in accordance with the terms hereof, constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders) and signed by both parties.

2 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 Acceptance; Accept:** County’s written approval in accordance with the terms of this Contract of Services (including the procedures specified in

Paragraph 3.3 (Acceptance of Work) below) provided by Contractor under Task 1 of Exhibit A (Statement of Work) or under a Work Order.

- 2.1.2 Amendment:** As defined in Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders).
- 2.1.3 Base Contract:** As defined in Paragraph 1 (Applicable Documents).
- 2.1.4 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body
- 2.1.5 Business Day:** Monday through Friday, excluding County observed holidays.
- 2.1.6 Confidential Information:** As defined in Paragraph 7.7 (Confidentiality and Security).
- 2.1.7 Contract:** As defined in Paragraph 1 (Applicable Documents) to this Contract, which is the agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, Deliverables, Services, and other work.
- 2.1.8 Contract Sum:** As defined in Paragraph 5 (Contract Sum).
- 2.1.9 Contract Term; term of this Contract:** As defined in Paragraph 4 (Term of Contract).
- 2.1.10 Contractor:** As defined in the preamble to this Contract, which is the person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.11 Contractor Materials:** As defined in Paragraph 9.2 (Proprietary Rights).
- 2.1.12 Contractor Project Director:** As defined in Paragraph 7 (Administration of Contract – Contractor).
- 2.1.13 Contractor Project Manager:** As defined in Paragraph 7 (Administration of Contract – Contractor).
- 2.1.14 County:** As defined in the preamble to this Contract.
- 2.1.15 County Contract Project Monitor:** As defined in Paragraph 6 (Administration of Contract - County).
- 2.1.16 County Data:** All County records, data, and information from time to time collected, recorded, stored, accessed, altered, retrieved, transferred, and/or otherwise used by the PIX Cloverleaf Software system, including but not limited to criminal justice records, information, and data; all other County records, data, and information to which Contractor may from time to time have access during the course of performance of Services and/or other work hereunder. For the

avoidance of doubt, County Data includes County Information as defined in Exhibit G.

- 2.1.17 County Indemnitees:** As defined in Paragraph 8.23 (Indemnification).
- 2.1.18 County Project Director:** As defined in Paragraph 6 (Administration of Contract - County).
- 2.1.19 County Project Manager:** As defined in Paragraph 6 (Administration of Contract - County).
- 2.1.20 Custom Interfaces:** Custom interfaces for the Software that are developed by Contractor for County hereunder based upon business and technical requirements provide by County.
- 2.1.21 Deficiency; Deficiencies, Deficient:** Any material (i) malfunction, error or defect in the design, development, implementation, materials, workmanship and/or Services provided by Contractor under this Contract; or (ii) failure to meet or comply with, or deviation from, the requirements of this Contract, including Exhibit A (Statement of Work) and/or any Work Order hereunder, mutually agreed upon standards or any other representations or warranties by Contractor under this Contract regarding the Services relating to any Work Order or any Services or work provided by Contractor hereunder.
- 2.1.22 Deliverable(s):** The Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.
- 2.1.23 Effective Date:** The date first set forth in the preamble to this Contract, which is the date as of which this Contract has been executed by an authorized officer of both Parties and has been approved by the Board.
- 2.1.24 Existing Interfaces:** All interfaces for the Software that were developed by or on behalf of County prior to the Effective Date.
- 2.1.25 Federal:** The federal government of the United States of America.
- 2.1.26 Fixed Blended Hourly Rate:** The fully burdened, blended hourly rate specified in Exhibit B (Pricing Schedule).
- 2.1.27 Intellectual Property Rights:** All intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof).
- 2.1.28 Interfaces:** Existing Interfaces and New Interfaces.
- 2.1.29 New Interfaces:** Custom Interfaces and all other interfaces for the Software, including, but not limited to, interfaces constituting Contractor Materials, that are provided by Contractor to County hereunder during the term of this Contract.

- 2.1.30 PIX Cloverleaf Application Management Services; Services:** The Software-related professional services that Contractor will provide County as contemplated under this Contract and/or any Work Order, including but not limited to, as described in Exhibit A (Statement of Work).
- 2.1.31 PIX Cloverleaf Software; Software:** The Proactive Information eXchange Cloverleaf integration software platform operated and maintained by ISAB for its criminal justice member agencies, with respect to the Contractor who provides Services under this Contract.
- 2.1.32 Pricing Schedule:** The pricing terms relating to this Contract as specified in Exhibit B (Pricing Schedule).
- 2.1.33 Project Plan:** A plan for performance of any Services by Contractor under this Contract pursuant to an agreed upon Work Order.
- 2.1.34 Resource(s):** Any one of the persons provided by Contractor under the Contract for the provision of Services hereunder.
- 2.1.35 Skills Requirements:** Technical and other skills Contractor, including each Resource providing Services under the Contract, is required to possess in order to perform all Services specified in this Contract, including Attachment 2 (Skills Requirements) of Exhibit A (Statement of Work).
- 2.1.36 Specifications:** All specifications, requirements, and standards specified in Exhibit A (Statement of Work) or a Work Order; all documentation provided by Contractor with respect to the Interfaces or Services, to the extent not inconsistent with any of the foregoing.
- 2.1.37 State:** The State of California.
- 2.1.38 Statement of Work; Scope of Work:** The tasks, subtasks, deliverables, goods, Services, and other work set forth in Exhibit A (Statement of Work), including all Attachments thereto, or any Work Order or otherwise provided by Contractor to County under the terms of the Contract.
- 2.1.39 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.40 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 Services and other work under this Contract, at any tier, under oral or written agreement.
- 2.1.41 Task(s):** The areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.1.42 Task 3 Dollars: The dollar amount identified on Exhibit B (Pricing Schedule) as the Task 3 Dollars, which is the pool of dollars available for (a) all tasks, subtasks, deliverables, goods, Services, and other work described in Task 3 of Exhibit A (Statement of Work) which may be provided by Contractor during the Contract pursuant to Work Orders executed hereunder, and (b) reimbursement of Contractor's expenses incurred in accordance with Paragraph 5.2.

2.1.43 Work Order: Work Order under Paragraph 3.2 (Work Order Work) that is executed by the Parties in accordance with Paragraph 8.3 (Work Orders).

2.1.44 Work Product: As defined in Paragraph 9.2 (Proprietary Rights).

3 WORK

3.1 Statement of Work

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

3.2 Work Order Work

From time to time during the term of this Contract, County may request that Contractor provide Services and other work of the type described in Task 3 of Exhibit A (Statement of Work). Contractor must thereafter provide County with (a) a proposed fixed price for such Services and other work using the Fixed Blended Hourly Rate; (b) a proposed payment schedule for such Services and other work incorporating all applicable payment milestones from Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of Exhibit A (Statement of Work); (c) a proposed scope of work incorporating all applicable Tasks and Deliverables from Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of Exhibit A (Statement of Work); and (d) a proposed Project Plan. The Parties shall thereafter mutually negotiate a Work Order with respect to such Services and other work using Attachment 4 (Sample Work Order), which shall incorporate the agreed-upon fixed price, payment schedule, scope of work, and Project Plan, as well as an agreed upon credit for late delivery. In the event the Parties agree upon a Work Order, it shall be executed pursuant to Paragraph 8.1.4 (Work Orders). The maximum amount authorized under this Contract for all Services and other work to be performed pursuant to Work Orders under this Paragraph 3.2 is the Task 3 Dollars; it is understood and agreed that the Parties shall not execute a Work Order

if such Work Order would exceed the then-available Task 3 Dollars. Contractor must invoice County for each payment milestone indicated in the payment schedule of a Work Order, and each such invoice shall be payable by County, in accordance with Paragraph 5.5 (Invoices and Payments).

3.3 Acceptance of Work

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

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

3.4 Unauthorized Work

Contractor must not provide any Tasks, Deliverables, goods, Services, or other work to County other than those specified in this Contract.

4 TERM OF CONTRACT

- 4.1** The initial term of this Contract will be six (6) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract ("Contract Term").
- 4.2** The County will have the sole option to extend the Contract Term for up to four (4) additional one (1) year option terms, for a maximum total Contract Term of ten (10) years. Each such option term may be exercised at the sole discretion of the County Project Director or designee as authorized by the Board. In the event the County desires to renew the Contract by exercising an option term, the County will provide

Contractor with a written notice of intent to renew the Contract no less than 90 calendar days prior to the expiration of the then current Contract Term. The option to renew shall be set forth in a mutually agreed upon Change Notice pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, and Work Orders). In the event of any renewal of the Contract Term, the Task 2 Services will be deemed to be extended for the applicable renewal period, and the County will pay all applicable fees and expenses for such Services in accordance with the terms hereof, subject to an annual fee increase set for in Exhibit B (Pricing Schedule).

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 the County will exercise a contract term extension option.

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

5 CONTRACT SUM

5.1 Total Contract Sum

The Contract Sum under this Contract shall be maximum total monetary amount that may be payable by County to Contractor for supplying all Tasks, Deliverables, goods, Services and other work under this Contract, including (a) those described in Tasks 1 and 2 of Exhibit A (Statement of Work) to be provided by Contractor during the term of the Contract, (b) the Task 3 Dollars, and (c) all applicable taxes, if any. The Contract Sum is set forth in Exhibit B (Pricing Schedule).

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 which has been as specified herein and pre-approved in writing by the County's Project Director or designee. Contractor will only be entitled to reimbursement of out-of-pocket travel, lodging, and meal costs incurred during the course of performance of work hereunder which have been pre-approved in writing by County's Project Director or designee and are in accordance with County's Travel Expense Reimbursement Guidelines. 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 use commercially reasonable efforts to maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must use commercially reasonable efforts to send written notification to ISAB 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 or other work provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor. This provision will survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the Tasks, Deliverables, goods, Services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor must invoice County for Deliverables and Services provided as follows: (a) under Task 1 of Exhibit A (Statement of Work), upon Contractor's completion and County's Acceptance of such Deliverables and Services; (b) under Task 2 of Exhibit A (Statement of Work), annually in advance; and (c) under a Work Order, for payment milestone indicated on the payment schedule of such Work Order upon Contractor's completion and County's Acceptance of all Deliverables and Services associated with such payment milestone.

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

5.5.3 The Contractor must submit all invoices to the County Project Manager within 45 calendar days of each of the following: (a) for Deliverables and Services under Task 2 of Exhibit A (Statement of Work), the start of each annual period for such Deliverables and Services; (b) for Deliverables

and Services under Task 1 of Exhibit A (Statement of Work), County's Acceptance of all such Deliverables and Services; and (c) for each payment milestone indicated on the payment schedule of a Work Order, County's Acceptance of all Deliverables and Services associated with such payment milestone. All invoices must be submitted by email to County Project Manager at the addresses set forth in Exhibit E (County's Administration). The invoices must be in a form agreed upon by the Parties and shall meet the following requirements: (a) Invoices must contain the Contract Number, (b) Invoices must contain the Contractor's name, address, and phone number, and (c) Invoices must include the number(s) and description of the Work Order and/or other Services being invoiced.

5.5.4 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. Such approval may only be withheld or delayed on the basis of Contractor's failure to perform Services in accordance with this Contract or to submit such invoices in accordance with the Contract, including but not limited to this Paragraph 5.5 (Invoices and Payments).

5.5.5 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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

5.6 Intentionally Omitted

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

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

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

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

5.7.4 At any time during the term of this Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must

be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.2 County Project Director

The County Project Director will be responsible for ensuring that the objectives of this Contract are met. County Project Director will have the right at all times to inspect any and all Tasks, Deliverables, goods, Services, and other work provided by or on behalf of Contractor.

6.3 County Project Manager

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

6.4 County Contract Project Monitor

The County Contract Project Monitor will be responsible for maintaining fully-executed copies of the Contract and all Change Notices, Work Order, and Amendments thereto on behalf of the County, and for management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates and licenses, permits, and accreditations under the Contract; receiving notices under the Contract; and acting on behalf of the County in the specified role under the Dispute Resolution Process.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

Resources provided by and/or on behalf of the Contractor must be adults who are fully fluent in both spoken and written English.

7.2 Contractor Project Director

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

7.3 Contractor Project Manager

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

7.4 Contractor's Staff

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

Contractor must remove and use commercially reasonable efforts to replace any staff working on this Contract when reasonably and in good faith requested to do so by County, based upon performance or reported instances of malfeasance, impropriety, or violation of Contractor or County rules by the staff as outlined in Paragraph 7.5 (County Rules and Regulations). Request will be submitted to Contractor by County in writing stating the reasons for the requested removal.

Contractor must notify the County's Project Director or designee within five (5) business day when staff is no longer performing work under this Contract.

7.5 County Rules and Regulations

During the time when Contractor's employees, Subcontractors, or agents are at County facilities, such persons must be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services under this Contract, with such rules and regulations provided that the same are provided by County to Contractor reasonably in advance of such assignment. In the event that County determines that an employee, Subcontractor, or agent of Contractor has violated any applicable rule or regulation, County will notify Contractor, and Contractor must

undertake such remedial or disciplinary measures as Contractor determines appropriate. If the reported violation is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor, or agent from provision of Services in accordance with Paragraph 7.4 (Contractor's Staff).

7.6 Background and Security Investigations

7.6.1 Each of Contractor's staff performing Services or other work hereunder will come on County's site, have any access to production County Data, and/or have access to any of County's production environments for its electronic systems, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing Services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will request Contractor to advise Contractor's staff member that such staff member may contact the County immediately to receive a copy of the Criminal Offender Record information obtained from the California Department of Justice through the County's background investigation.

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

7.6.3 These terms will also apply to subcontractors of County contractors.

7.6.4 Disqualification, if any, of any member of Contractor's staff pursuant to this Paragraph 7.6 will not relieve Contractor of its obligation to use commercially reasonable efforts to replace such staff so as to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.7 Confidentiality and Security

7.7.1 General Confidentiality Obligation

In addition to the requirements set forth in Exhibit G (Information Security and Privacy Requirements), each Party (a "receiving party")

must maintain the confidentiality of all non-public information provided to it by the other Party (a “disclosing party”) in connection with this Contract and that is identified by the disclosing party to be confidential and/or proprietary, including without limitation the events and circumstances which occur during the course of this Contract, including but not limited to Personally Identifiable Information; (hereinafter “Confidential Information”), in accordance with the terms of this Paragraph 7.7.1 and Paragraph 7.7.2 (Nature of Confidential Information). Without limiting the foregoing, (a) The County’s Confidential Information will include all County’s Data that includes but is not limited to, information relating to County’s clients, constituents, users, partners, or personnel; criminal records; County department and case information; and any other County Data 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, and (b) Contractor’s Confidential Information must include all Work Products.

7.7.2 Nature of Confidential Information

Each Party agrees that all Confidential Information will be deemed confidential, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”. Notwithstanding the foregoing or Paragraph 7.7.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the receiving party; (b) the receiving party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known receiving party; and/or (c) is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

7.7.3 Required Actions Regarding receiving party Confidential Information

7.7.3.1 Each Party must restrict access to the Confidential Information only to its officers, employees, agents, and Subcontractors who need the Confidential Information to perform official duties under the Contract and, in the case of County, as permitted by the license granted in Paragraph 9.2.3. Each Party must inform all its officers, employees, Subcontractors, and other agents providing work hereunder of the confidentiality and security provisions of this Contract. Contractor is responsible compliance with this Paragraph 7.7 of its officers, employees, Subcontractors, and other agents to which Contractor has disclosed Confidential Information.

- 7.7.3.2** Notwithstanding anything herein to the contrary, each receiving party acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which such Party discloses Confidential Information of the originally disclosing party.
- 7.7.3.3** County's compliance with this provision is subject in all respects to Paragraph 8.36 (Public Records Act).
- 7.7.3.4** With respect to any Confidential Information obtained by a receiving party pursuant to the Contract, such Party must: (a) not use any such Confidential Information for any purpose whatsoever other than carrying out the express terms of the Contract; (b) promptly transmit to the disclosing party a written notification regarding all requests for disclosure of any such Confidential Information made by any third party other than receiving party's officers, employees, agents, or Subcontractors with respect to which the receiving party must have complied with Paragraph 7.7.3; (c) not disclose, except as otherwise specifically permitted by the Contract, any such Confidential Information to any person or organization other than the disclosing party without the disclosing party's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, at receiving party's election, return, destroy, or maintain all of such Confidential Information in accordance with this Contract. Additionally, the receiving party shall be permitted to disclose Confidential Information of the disclosing party: (i) to the minimum extent necessary to enforce its rights under this Contract; and (ii) in the course of a regulatory examination, audit, or inspection.

Without limiting the generality of the preceding paragraph, in the event the receiving party receives any court or administrative agency order, or service of process regarding any such Confidential Information, the receiving party must promptly notify (to the extent permitted by law) the disclosing party. Thereafter, the receiving party must comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, the receiving party must use commercially reasonable efforts to delay such compliance and cooperate with the disclosing party to obtain relief from such obligations to disclose until the County will have been given a reasonable opportunity to obtain such relief. Additionally, the receiving party must promptly notify the disclosing party of any improper action with respect to the

disclosing party's Confidential Information that comes to the receiving party's attention.

7.7.4 Non-Exclusive Equitable Remedy

Each Party acknowledges that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the disclosing party, and therefore, that upon any such breach or any threat thereof, the disclosing party may 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 either of them might have at law or equity.

7.7.5 Information Security and Privacy Requirements

Without limiting this Paragraph 7.7, Contractor, its officers, employees, Subcontractors, agents, and the Services, as applicable, shall, always, during the term of this Contract, comply with Exhibit G (Information Security and Privacy Requirements).

7.7.6 Specific Indemnity

The Contractor must indemnify, defend, and hold harmless the County Indemnitees, 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 the Contractor, its officers, employees, Subcontractors, or other agents, to comply with this Paragraph 7.7 (Confidentiality and Security). Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 7.7 (Confidentiality and Security) must be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

7.7.7 Material Breach

Any breach of this Paragraph 7.7 by Contractor must constitute a material breach of this Contract and be grounds for termination of this Contract pursuant to the applicable provisions of Paragraph 8.43 (Termination for Default) of this Contract.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments, Change Notices, Board Orders, Work Orders

No representative of either the County or the Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1. Any such revisions shall be accomplished only as provided in this Paragraph 8.1.

8.1.1 Amendments

Except as otherwise provided in this Contract, for any change which affects Exhibit A (Statement of Work), Contract Sum, Exhibit B (Pricing Schedule), or any term or condition included in this Contract, a negotiated Amendment to this Contract shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by the County Project Director or designee and an authorized representative of the Contractor. Notwithstanding the foregoing, the County Project Director or designee is specifically authorized to execute Amendments on behalf of County without additional preauthorization by County's Board of Supervisors as follows: (a) do not materially affect Exhibit A (Statement of Work), Exhibit B (Pricing Schedule) of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); and/or (c) implement a reduction pursuant to Paragraph 8.4 (Budget Reductions).

8.1.2 Change Notices

For any change which does not affect Exhibit A (Statement of Work), term, Contract Sum, Exhibit B (Pricing Schedule), or any term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County Project Director or designee, and an authorized representative of Contractor.

8.1.3 Board Orders

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. To implement such changes, an Amendment to the Contract must be prepared and executed by an authorize representative of the Contractor and by the County Project Director or designee.

8.1.4 Work Orders

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

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. Such written consent will not be unreasonably withheld or delayed. 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** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the even any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority of control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of the Contract, including the need for an Amendment.
- 8.2.4** Any assignment of this Contract without County's express prior written approval will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Any such reduction will be accomplished through a mutually agreed upon Amendment pursuant to Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders). Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1** The Contractor must preliminarily investigate all complaints received from the County and notify the County Project Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.1.2** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.3** Copies of all written responses must be sent to the County Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1** In the performance of Services and other work under 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 Indemnitees 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. Any legal defense (including negotiations for settlement) pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claims, and (iii) County will have the right to participate in any such defense at its sole cost and expense.

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of

such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must use commercially reasonable efforts to give 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 term of this Contract who are referred to Contractor by County.

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 must use commercially reasonable efforts to give consideration for any such employment openings to participants in the County 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 who are referred to Contractor by County. 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 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, Contractor must use commercially reasonable efforts to give laid-off County employees first consideration.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

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

- 8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5** The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit F (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also use commercially reasonable efforts to encourage its subcontractors performing any material portion of the services, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>,

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Intentionally Omitted

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 Indemnitees 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. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.17 (Employment Eligibility Verification) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

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 of this agreement 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, Change Notices, Board Orders, Work Orders) 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 Indemnitees 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. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.19 (Fair Labor Standards) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify the Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In

such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

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

8.23 Indemnification

Notwithstanding any provision to this contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively, "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. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.23 (Indemnification) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement or defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of Services and other work under 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 (in this Paragraph 8.24, the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (in this Paragraph 8.24, "Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by

name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements must be sent to County Contract Project Monitor at the address herein provided in Exhibit D (County's Administration).

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

8.24.3 Additional Insured Status and Scope of Coverage

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

8.24.4 Cancellation of or Changes in Insurance

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

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may suspend or terminate this Contract.

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

With the exception of worker's compensation and professional liability, 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 affect 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 claim made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (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) including the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Intentionally Omitted

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

8.25.4.3 Intentionally Omitted

8.25.4.4 Intentionally Omitted

8.25.4.5 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to items 1 through 6 referenced above; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.6 Cyber Liability Insurance

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

8.25.4.7 Intentionally Omitted

8.26 Intentionally Omitted

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 Contractor certifies to the County each of the following:

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

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

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

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

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

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

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race,

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will be grounds upon which the County may terminate or suspend this Contract. Without limiting the County's right to otherwise enforce the terms of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) or Contractor's right to challenge such determination in accordance with applicable law and/or regulations, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations with respect to performance of Services under this Contract will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.7 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, with respect to performance of Services under this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

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

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of Services and other work under this Contract, that party must use commercially reasonable efforts to give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

In the event of any dispute between the Parties with respect to this Contract, Contractor and County must submit the matter to County's Contract Manager and Project Manager and Contractor's Project Manager for the purpose of endeavoring to resolve such dispute.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must use commercially reasonable efforts to (i) notify its employees, and (ii) require each Subcontractor performing any material portion of

the Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. 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 use commercially reasonable efforts to (i) notify and provide to its employees, and (ii) will require each Subcontractor performing any material portion of the Services 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 F (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 delivered: (i) by hand with signed receipt, (ii) 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); (iii) by electronic mail transmission followed within 24 hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices and demands sent hereunder shall be deemed delivered immediately upon hand delivery, one (1) Day of deposit for overnight delivery with a reputable overnight delivery carrier, and within four (4) Days of deposit in the U.S. Mail if sent first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County Contract Project Monitor will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract may 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 give reasonable advance notice to Contractor (to the extent permitted by law) and reasonably consult with Contractor in the event it receives a request for disclosure under the California Public Records Act of any of Contractor’s documents and information; provided, however, that County is in no way required to violate its obligations to provide reasonable advance notice to and to reasonably consult with Contractor.

8.36.2 If Contractor reasonably and in good faith considers any of its documents and information, including, but not limited to, its Confidential Information, to be exempt from disclosure under the California Public Records Act, Contractor must use commercially reasonable efforts to plainly and prominently mark it as “trade secret”, “confidential”, or “proprietary”, prior to its submission to County, although Contractor may identify and plainly and prominently mark additional documents and information as “trade secret”, “confidential”, or “proprietary”, during the consultation described in Paragraph 8.36.1.

8.36.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County Indemnitees from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 8.36 (Public Records Act) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor must not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County’s prior written approval.

8.37 Publicity

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

8.37.1.1 The Contractor must develop all publicity material in a professional manner; and

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

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

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of Services and other work under 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 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.

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

8.38.3. Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference must be either: a) repaid by the

contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference will be paid to the contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

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

8.40.2.1 A description of the work to be performed by the Subcontractor.

8.40.2.2 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor must indemnify, defend, and hold the County Indemnitees 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. The Contractor must additionally be responsible for ensuring all Subcontractors comply with all provisions of this Contract.

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 Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.

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 or other work performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Contract Project Monitor at the address herein in Exhibit D (County's Administration).

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 thirty (30) days after the notice is sent. Notwithstanding the foregoing, County may only terminate Services under Task 2 of Exhibit A (Statement of Work) pursuant to this Paragraph 8.42 by giving written notice of termination no less than thirty (30) days prior to the start of the next annual period, such termination to be effective at 11:59 p.m. Pacific Time on the last day of the then-current annual period.

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

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 In the event of a termination by County pursuant to this Paragraph 8.42, County will remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred in accordance with Paragraph 5 of this Contract through the effective date of termination.

8.42.4 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 Project Director:

8.43.1.1 Contractor materially fails to perform or comply with the requirements of the Statement of Work or any Work Order or otherwise materially breaches this Contract, and unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within thirty (30) days (or such longer period as County may authorize in writing) of receipt of written notice from County specifying such failure or breach, except that Contractor must not be entitled to any cure period, and County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured. .

8.43.2 Contractor may, by written notice to County, terminate the whole or any part of this Contract and/or any Work Order, if, in the judgement of Contractor, County materially breaches this Contract (other than with respect to a failure by County to pay invoices for which the procedure set forth in Subparagraph 8.43.6 (Suspension of Work; Termination by Contractor for Failure to Pay Invoices) and, unless a shorter cure period is expressly provided in this Contract, does not cure such failure or fails to correct such material breach within sixty (60) days (or such longer period as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure or breach, except that County may not be entitled to any cure period, and Contractor may terminate immediately, in the event that County's failure to perform or comply is not reasonably capable of being cured.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any other costs 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 excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43 (Termination for Default), 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 Parties provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43.6 Suspension of Work; Termination by Contractor for Failure to Pay Invoices

8.43.6.1 In the event County fails to pay one or more invoices within the timeframe required by Paragraph 5.5 (Invoices and Payments), and County has not cured such failure within forty-five (45) days (or such longer period of time as Contractor may authorize in writing) of receipt of written notice from Contractor specifying such failure, then Contractor may suspend performance of Services related to the invoice(s) for which County has failed to pay.

8.43.6.2 If County has not cured such failure within thirty (30) days of the start of Contractor's suspension of performances under Subparagraph 8.43.6.1, then Contractor may terminate this Contract and/or the applicable Work Order effective immediately upon written notice given to County.

8.43.6.3 If County cures such failure within thirty (30) days of start of Contractor's suspension of performance under Subparagraph 8.43.6.1, Contractor must immediately recommence performance of the suspended Services and must continue

such performance in accordance with the terms of this Contract.

8.44 Termination for Improper Consideration

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

8.45 Termination for Insolvency

- 8.45.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1** Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - 8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code.
 - 8.45.1.3** The appointment of a receiver or trustee for the Contractor.
 - 8.45.1.4** The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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 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 use commercially reasonable efforts to notify its California-based employees and must use commercially reasonable efforts to require each Subcontractor performing any material portion of the Services, if any, to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000), which efforts may include not less than ten (10) days before every statewide election, posting conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice meeting the applicable requirements of California Election Codes 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 Effect of Termination

8.55.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:

- 8.55.1.1** Contractor and County must continue the performance of Services and other work under this Contract to the extent not terminated.
- 8.55.1.2** Contractor must cease to perform the portion of the work being terminated on the date and to the extent specified in such notice and provide to County all completed Work Product and all Work Product in progress, in a media reasonably requested by County.
- 8.55.1.3** County will pay to Contractor all sums due and payable to Contractor for work performed in accordance with this Contract through the effective date of such expiration or termination (prorated as appropriate).
- 8.55.1.4** Except as otherwise provided herein, receiving party must return all copies of all Confidential Information of the disclosing party, in a media reasonably requested by the disclosing party. Upon a disclosing party's request thereof, the receiving party must provide a written certification from an authorized officer certifying the receiving party's compliance with this requirement.
- 8.55.1.5** In the event Contractor terminates under Subparagraph 8.43.6.2 or Subparagraph 8.43.2, County will remain obligated to pay Contractor according to the terms of this Contract, for all Services rendered in accordance with this Contract, for all Services rendered in accordance with this Contract and costs and expenses incurred with Paragraph 5.2 of this Contract through the effective date of termination.
- 8.55.1.6** In the event County terminates under Subparagraph 8.43.1 as a result of Contractor's failure to perform Services in accordance with the terms hereof directly relating to Contractor's performance of such Services, Contractor must reimburse County for all prepaid fees that have not yet been earned by Contractor.
- 8.55.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.55.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Interfaces provided to County hereunder and the PIX Cloverleaf Software maintained and supported by Contractor hereunder, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves.

Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with County in the transition of County to a vendor, toward the end that there be no interruption of County's day to day operations due to the unavailability of the Interfaces or PIX Cloverleaf Software during such transition as provided herein. For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract (in this paragraph, "Transition Period"), County may request Contractor to provide services in the form of Work Order work to assist County to transition PIX Cloverleaf Software maintenance and support operations from Contractor to County or County's designated third party (in this paragraph, "Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using any applicable rates set forth on Exhibit B (Pricing Schedule) for Work Order work. Upon execution of a mutually agreed Work Order for such Transition Services, Contractor must provide the County with all of the Transition Services as provided in such Work Order. The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees. This Subparagraph 8.55.3 will control over any conflicting provisions of Paragraphs 3.4 (Unauthorized Work) or 5.4 (No Payment for Services Provided Following Expiration-Termination of Contract). Compliance with this Paragraph 8.55.3 by either Party will not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties.

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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

8.59 Intentionally Omitted

8.60 Intentionally Omitted

9 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 Contractor expressly acknowledges and agrees that the provision of Services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

9.1.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of Services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

9.1.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County Indemnitees from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to

provide appropriate training to its employees regarding their obligations as described hereinabove. Any legal defense (including negotiations for settlement) pursuant to the Contractor indemnification obligations under this Paragraph 9.1 (Health Insurance Portability and Accountability Act of 1996 (HIPAA)) shall be conducted by the Contractor and performed by counsel selected by the Contractor. Notwithstanding the preceding sentence, (i) the County will promptly notify Contractor of any such claim for indemnification hereunder, (ii) the County will reasonably cooperate with Contractor to facilitate the settlement of defense of the claim, and (iii) the County will have the right to participate in any such defense at its sole cost and expense,.

9.2 Proprietary Rights

- 9.2.1** Contractor owns and will own all right, title, and interest, including copyright and other intellectual property rights, to all materials, software, New Interfaces, tools, technical information, and other work product, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals generated from the Services ("Work Product"). Contractor must use commercially reasonable efforts to mark plainly and prominently any and all Work Product as "trade secret", "confidential", or "proprietary", provided the Contractor's failure to so mark such Work Product must not prejudice Contractor's ownership rights in such Work Product.
- 9.2.2** Contractor additionally owns and will own all right, title and interest, including copyright and other intellectual property rights, to any and all materials, software, tools, and technical information, including without limitation configuration files, documentation, training or instructional materials, reference materials, and/or instruction manuals, (i) which are acquired or developed, or were originally acquired or developed, by Contractor outside the scope of this Contract and (ii) which Contractor desires to use in connection with the Services ("Contractor Materials"). Contractor must use commercially reasonable efforts to mark any Contractor Materials plainly and prominently as "trade secret," "confidential," or "proprietary," provided that Contractor's failure to so mark such Contractor Materials must not prejudice Contractor's ownership rights in such Contractor Materials. Any and all Contractor Materials that Contractor uses hereunder shall constitute Work Product.
- 9.2.3** Subject to the terms and conditions of this Contract, Contractor grants County a perpetual, non-exclusive, non-transferable license to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product for County's internal business purposes for installation, development, test, production, support, archival, emergency restart, and disaster recovery purposes. This license includes, but is not limited to, the ability (i) to operate the Work Product on the PIX Cloverleaf Software or any other platform, and

(ii) to allow third parties to access, install, integrate, execute, operate, copy, modify, create derivative works from, archive, and otherwise use the Work Product as is necessary to provide application management services for the PIX Cloverleaf Software (or any other applicable platform on which the Work Product is operated) of the type described in the Scope of Work, provided that, with respect to clause (ii), County obligates such third parties in writing to maintain the confidentiality of the Work Product pursuant to a written agreement containing confidentiality terms which are at least as onerous as, and not inconsistent with, the terms of Paragraph 7.7 (Confidential Information).

9.2.4 Contractor and Contractor's staff agree that County will be the sole owner of all right, title and interest, including Intellectual Property Rights, in and to all County Data. As between County and Contractor, ownership of Existing Interfaces (and any configuration files and documentation related thereto) must be provided in one or more agreements as may exist between the Parties (or their respective predecessor's in interest), notwithstanding any modifications that Contractor may make to such Existing Interfaces in connection with the Services under this Contract, provided further that such modifications (but not the Existing Interfaces) must be deemed to be Work Product under this Contract.

9.2.5 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.2.6 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.7 All the rights and obligations of this Paragraph 9.2 must survive the expiration or termination of this Contract.

9.3 Intellectual Property Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County Indemnitees from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of a third party claim against the County that any of the Work Product infringes any third party's Intellectual Property Rights, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's Interfaces or other work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such

infringement or unauthorized disclosure and will provide reasonable support the Contractor's defense and settlement thereof.

9.3.2 In the event any Work Product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

9.3.2.1 Procure for County all rights to continued use of the infringing Work Product.

9.3.2.2 Replace the infringing Work Product.

9.3.2.3 Modify the infringing Work Product so that it is free of claims.

9.3.2.4 In the event the first three bulleted options are not possible, discontinue County's use of such infringing Work Product and refund to County an appropriate portion of the fees paid for the infringing Work Product based on the County's prior use of such Work Product.

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

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

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

9.3.6 The foregoing sets forth Contractor's exclusive obligation and liability with respect to infringement of Intellectual Property Rights.

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

10 WARRANTIES

10.1 Warranties Regarding Task 3 Services

Contractor warrants to County that, for the period beginning on the specific date of the applicable Work Order and continuing for 90 days after the completion of Services and other work pursuant to that Work Order, Contractor will render all Services (and related Work Product) which are part of Task 3 of Exhibit A (Statement of Work) without material Deficiencies. If County notifies Contractor within the warranty period of a breach of the foregoing warranty, Contractor will re-perform such Services and re-provide such Work Product in compliance with the foregoing warranty. If despite its reasonable efforts, Contractor is unable to provide County with such Services and/or Work Product in compliance with the foregoing warranty, then Contractor must, subject to the limitations set forth in Paragraph 11 (Limitation of Liability), provide County with a credit in an appropriate amount equal to the portion of the fees paid with respect to the Deficient portion of the applicable Services and/or Work Product, which credit may be applied by County toward any other fees then-payable or to be payable during the Term of this Contract or any expenses then-reimbursable or to be reimbursable during the Term of this Contract; provided, however, that at the expiration or termination of this Contract, Contractor must promptly pay to County in cash the remaining balance of credits. The foregoing remedies are exclusive and are in lieu of all other remedies, and Contractor's sole obligations, for breach of the warranty contained in this Paragraph 10.1. After the applicable warranty period, Contractor's obligations to correct Deficiencies with the Services and Work Product are as set forth in Task 2 of Exhibit A (Scope of Work).

10.2 General Warranties

10.2.1 Contractor warrants that the Services will be performed using reasonable care and skill and according to the technical specifications, configurations, standards, functions and/or requirements as may be specified in the applicable Statement of Work, and/or any applicable Work Order and in a professional and workmanlike manner and consistent with generally accepted industry standards.

10.2.2 All documentation delivered under this Contract must be in accordance with applicable County standards as may be specified in any applicable Work Order.

10.2.3 In performance of its Services under the Contract, Contractor must not intentionally cause any unplanned interruption of the operations of, or accessibility to, any of County's systems through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", device or program, or disabling code, which has the potential or capability of compromising the security of County's confidential or proprietary information or of causing any unplanned interruption of the operations of, or accessibility of, County's systems by County or users or which could alter, destroy, or inhibit the use of County's systems, or the data contained therein (collectively referred to as a "Disabling Device") which could block access to or prevent the use of County's systems by County or users. Contractor agrees that it has not intentionally placed, nor is it aware of, any Disabling Device intentionally placed by Contractor on County's systems in performance of its Services under this Contract, nor will Contractor knowingly permit any subsequent Services under this Contract to cause placement of any Disabling Device on County's systems.

10.3 Warranty Pass-Through

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

10.4 Disclaimer of Other Warranties

Other than as expressly set forth in the Paragraph 10, elsewhere in this Contract, and/or in any Work Order, Contractor makes no other warranties whatsoever, express, or implied, with regard to any Services or other work provided under this Contract and/or Work Order, in whole or in part. Contractor explicitly disclaims all warranties on non-infringement, merchantability and of fitness for a particular purpose.

11 LIMITATION OF LIABILITY

- a. The total liability of each Party and its respective affiliates and contractors or Contractor's Third-Party licensors in connection with this Contract (whatever the basis for the cause of action) must not exceed two (2) times the Services fees paid to Infor during the twelve-month period immediately preceding the date on which such liability first arose for the Services giving rise to the liability.
- b. In no event must either Party or its respective affiliates or contractors or licensors be liable for any special, incidental, punitive, indirect, or consequential damages or damages for lost profits, whether based on breach of Contract, tort (including negligence), product liability, or otherwise, and regardless of whether Contractor

has been advised of the possibility of such damages. For the sake of clarity, but without limiting what would otherwise be characterized as direct damages, the following costs, to the extent actually incurred by a Party as a result of the other Party's unauthorized disclosures of personal information shall be deemed to be direct damages: (i) the costs of providing notice to affected persons as required by applicable law; (ii) the cost of establishing and operating a call center to field inquiries related to such breach for at least 90 days (or longer as required by applicable law); and (iii) the cost of providing credit monitoring services to affected persons as required by applicable law.

- c. Subparagraph (a) of this Paragraph 11 (Limitation of Liability) shall not apply to (i) Indemnification obligations arising under Paragraphs 8.23 (Indemnification); (ii) Damages, losses, or liabilities (collectively in this Subparagraph (c) of Paragraph 11 (Limitation of Liability), "Damages") arising from a Party's unauthorized disclosure of personal information due to a breach of obligations under Paragraph 7.7 (Confidentiality and Security) resulting from such Party's failure to adhere to Paragraph 7.7 (Confidentiality and Security) and/or its documented security policies and procedures (in which case such Party's liability for damages must be further limited to a maximum of five (5) times the fees paid to Contractor during the twelve-month period immediately preceding the date on which such liability first arose under the applicable Work Order; (iii) Damages resulting from a Party's breach of the other Party's intellectual rights; (iv) Damages resulting from a Party's intentional misconduct; and (v) a Party's liability for damages to the extent that such limitation or exclusion is not permitted by applicable law.
- d. The Parties have agreed that the limitations specified in Paragraph 10.1 (Warranties Regarding Task 3 Services) and this Paragraph 11 (Limitation of Liability) will survive and apply even if any remedy specified in this Contract is found to have failed its essential purpose.

12 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 shall survive the expiration or termination of this Contract for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments, Change Notices, Board Orders, Work Orders)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (Liquidated Damages)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

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

Paragraph 9.2 (Proprietary Rights)

Paragraph 11 (Limitation of Liability)


Paragraph 12 (Survival)

Exhibit G (Information Security and Privacy Requirements)

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, the day and year first above written.

CONTRACTOR

INFOR PUBLIC SECTOR, INC.

By  Signed by: Jonathan Toomey Sr Operations Director
C2BF7E5FFFF2413...
Jonathan Toomey
Sr Director, Field Operations 23 January 2025

COUNTY OF LOS ANGELES

Information Systems Advisory Board

By 
Thomas Kooy
Executive Director

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By Michael D. Owens
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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SOW ATTACHMENTS

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- 2** Minimum Skills Requirements
- 3** Expected Task 3 Tasks and Payment Milestones
- 4** Sample Work Order

STATEMENT OF WORK (SOW)

1 SCOPE OF WORK

1.1 Introduction

This Exhibit A (“Statement of Work” or “SOW”) sets forth the scope of work for Los Angeles County’s (“County”) on behalf of the Information Systems Advisory Board (“ISAB”), for Proactive Information Exchange (“PIX”) Cloverleaf Application Management Services (“Services”) described herein (as further defined in Appendix A (Contract), “Services”) for all Infor Corporation’s (“Infor”) PIX Cloverleaf integration software platform (“Cloverleaf”) based applications operated by ISAB’s criminal justice agencies. The County implementation of Cloverleaf is called Proactive Information eXchange (as further defined in Appendix A (Contract), “PIX Cloverleaf Software”). Capitalized terms used herein without definition have the meanings given to such terms in Appendix A (Contract).

1.2 Overview

PIX Cloverleaf Software supports operational processes for the full justice lifecycle by transmitting and monitoring near real-time data on case transactions among 100-plus systems across over 60 agencies and departments for the County and other governmental agencies. Approximately 300,000 datagrams are currently exchanged through PIX Cloverleaf Software each day. The County has additional PIX Cloverleaf Software Interfaces in discussion for future development.

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

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

The Statement of Work under the Contract must include, but not limited to, the following Services:

- Conduct an initial assessment and site evaluation of the current ISAB PIX Cloverleaf Software environments to identify areas where re-architecture and/or re-engineering is needed.
- Assist ISAB criminal justice agencies with the day-to-day maintenance and support of PIX Cloverleaf Software Interfaces.

- Provide PIX Cloverleaf Software Interface management and monitoring services.
- Provide on-going support and management assistance of current system operation environments.
- Re-architect and migrate Existing Interfaces to use/leverage appropriate PIX Cloverleaf Software tools and components.
- Provide system analysis, development, testing, and support for new PIX Cloverleaf Software Interfaces.

1.3 Minimum Qualifications

The Contractor must provide Resources to perform Services for this Contract who meet each of the requirements set forth in the Attachment 2 (Minimum Skills Requirements) of this Exhibit A.

1.4 Contractor Responsibilities

Under the direction of the County Project Manager, the Contractor must perform the tasks as set forth in this Exhibit A.

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

Contractor's responsibilities and qualifications must include, but not be limited to:

- Contractor must be available to address production support issues 24 hours per day, seven (7) days per week, 365 days per year (non-leap years), 366 days per year (leap years).
- Each Resource used by Contractor must have proven experience and execution skills, excellent written, interpersonal, and client relationship skills, and ability to work creatively and analytically in a problem-solving environment.

1.5 Scope of Services

The Contractor must be required to provide the Services specified in this Paragraph 1.5.

1.5.1 Task 1 Category: Site Assessment and Evaluation

Provide an enterprise site evaluation in the areas of:

- PIX Cloverleaf Architecture and Design Best Practices
- Security
- Integration Standards

- Performance/Capacity Planning
- Monitoring and Management Best Practices

Provide a written report on the findings and recommendations which will be reviewed with the County in detail. The report will contain, at a minimum:

- Documentation regarding the County's Cloverleaf environments.
- Results and recommendations across all identified areas of evaluations.
- An Executive Summary, graphically grading different categories.
- Statistical performance data benchmarks on the production environment.

1.5.2 Task 2 Category: Maintain and Support Deployed Interfaces and Environments

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

- User administration
- Proactive 24/7 monitoring to include:
 - Regular monitoring and health checks to keep application up and running.
 - Suggest and implement best practices in technical areas.
- Software patch installation and testing.
- Error troubleshooting and resolution.
- Resend/replay necessary messages.
- Identify, document, and resolve security issues.
- Interface modification, testing, and deployment.
- Monitor Interfaces for performance issues.
- Monitor the overall health and status of the PIX Cloverleaf Software environments.
- Migrate identified Interface components to adhere to recommended architecture and to utilize appropriate PIX Cloverleaf Software components and tools.
- Engage with Infor Xtreme Support for product defects and/or issues and coordinate, supervise all activities with Infor up to and including defect/issue resolution.

- Document and maintain a support knowledge base for best practices and common issue resolution.
- Maintain and deploy mutually agreed set of alerts across production Interfaces, which will be designed to let support staff know when there are problems with the PIX Cloverleaf Software environments. Alerts will be configured to initially perform self-healing actions to resolve the issue. Contractor's response to alerts will correspond to the issue level table below.
- Maintain all necessary or desirable communication with and as requested by County Project Manager during performance of all Services.
- Provide project management and coordination services including status calls, project planning, and issue tracking.
- Create and maintain a Contractor support contact and escalation point document.
- Create and maintain production issues and resolution log.
- Respond to production issues according to the following issue levels:

Issue Level	Phone or email response time (See Note 1)	Issue Resolution
Critical (One (1) or more agencies are unable to use one (1) or more components of PIX Cloverleaf Software)	Less than one (1) hour	Continuously work with ISAB until a path to resolution is agreed upon with ISAB and resolution is achieved.
High (One (1) or more agencies' use of one (1) or more components of PIX Cloverleaf Software are significantly impacted)	Less than or equal to two (2) hours	Four (4) hours to agree to resolution with ISAB; continuously work on resolution until resolution is achieved.
Medium (One (1) or more agencies' use of one (1) or more components of PIX Cloverleaf Software)	Less than or equal to four (4) hours	Eight (8) hours to agree to resolution with ISAB; continuously work on resolution during

are impacted in a less severe manner that does not constitute a Critical or High Issue Level)		County regular business hours until resolution is achieved.
Low (A question concerning use or implementation of one (1) or more components of PIX Cloverleaf Software; a desire to revise performance of one (1) or more components of PIX Cloverleaf Software in a cosmetic manner)	Less than or equal to eight (8) hours	24 hours to agree to resolution with ISAB; resolution to be achieved no later than end of next calendar month, unless otherwise mutually agreed upon by County Project Manager and Contractor Project Manager.
Note 1: For purpose of this Statement of Work, Contractor's response time obligation is met at the point in time when Contractor has assigned a Resource or other County-approved staff member to work on an issue and the Resource or other County-approved staff member has engaged work on such issue in accordance with this Statement of Work.		

1.5.3 Task 3 Category: New Interface Development and Other Professional Services

For New Interface development or other PIX Cloverleaf Software related services requested by the County, work must be provided by Contractor pursuant to Work Orders entered in accordance with Paragraph 8.1.1 (Amendments) of Appendix A (Contract). Each Work Order must attach a scope of work for the Work Order covering all tasks under such Work Order. Tasks that may be performed by the Contractor must include the tasks outlined in Attachment 3 to this Statement of Work as appropriate.

Attachment 3 (Expected Task 3 Tasks and Payment Milestones) of this Exhibit A lists anticipated tasks, deliverables, and payment milestones for each New Interface development project under this Task 3.

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

1.5.4 Credits Regarding Task 2 Services

During each calendar month of each annual period during the term of the Contract, if the PIX Cloverleaf Software experiences any production issues of Issue Level Critical with respect to which Contractor fails to meet its response time obligations regarding such issue(s), County will, at its election, be entitled to a credit for each such issue in an amount equal to \$8,000.

County may apply all credits received under this Paragraph 1.5.2 toward any other fees then-payable or to be payable during the term of this Contract or any expenses then-reimbursable or to be reimbursable during the term of this Contract, provided, however, that at the expiration or termination of this Contract, to the extent that no other fees will be payable or no other expenses will be reimbursable, in each case, during the term of this Contract, Contractor must promptly pay to County in cash the remaining balance of credits.

2 QUALITY ASSURANCE PLAN

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

2.1 Status Meeting

Contractor is required to attend scheduled status meetings. If Contractor is unable to attend a scheduled status meeting, they must provide advance notice to the County's Project Manager.

2.2 Contract Discrepancy Report (Attachment 1 of this Exhibit A)

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

The County Project Manager 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 Project Manager within five (5) 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 Project Manager within five (5) Business Days.

2.3 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.

3 ADMINISTRATION

This project will be overseen and monitored by the County Project Director and County Project Manager, all of whom will monitor Contractor activities, personnel, and progress of this project pursuant to the Contract. This project is being undertaken with the following responsibilities, including but not limited to the following:

COUNTY

3.1 County Project Director

The County Project Director is responsible for overseeing the Contractor's overall performance of the Contract and will have the authority to commit County resources to address all needs and responsibilities addressed in the Contract.

3.2 County Project Manager

The County Project Manager will report directly to the County Project Director. The County Project Manager will serve as the primary point-of-contact between the County Project Director and the Contractor. The County Project Manager is responsible for the overall day-to-day management and coordination.

3.3 Designated County Staff

Staff responsible for certain project activities, as determined by County Project Director and/or County Project Manager, including working with Contractor, providing certain subject matter expertise and additional resources for workgroups, requirements validation, testing, and review of work.

CONTRACTOR

The Contractor must provide sufficient and qualified/experienced staff to perform all work in accordance with this SOW. The Contractor must provide technical support within the designated hours with the ability to provide remote support as needed.

The Contractor must provide the following key staff, which must be part of Contractor's project management team. All proposed staff must perform and render all Services within the continental United States.

3.4 Contractor Project Director

Must be a full-time employee of the Contractor responsible for the Contractor's overall performance of the Contract and must have the authority to commit resources of the Contractor to address all needs and requirements addressed in the Contract. The Contractor Project Director must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

3.5 Contractor Project Manager

Must be a full-time employee of the Contractor and must be assigned to the project. The Contractor Project Manager must report directly to the Contractor Project Director. The Contractor Project Manager must serve as the primary point-of-contact between the County Project Manager and the Contractor. The Contractor Project Manager is responsible for the overall day-to-day management and coordination. The Contractor Project Manager must have full authority to act on

behalf of the Contractor on all matters relating to the daily operation of the Contract. The Contractor Project Manager must be able to effectively communicate in English, both orally and in writing. The County must have access to the Contractor Project Manager, either on-site or telephonically, as set for in Paragraph 4 (Hours/Days of Work). The Contractor Project Manager must be employed by the Contractor and have a minimum of four (4) years of related experience on similar projects (size, scope, and complexity).

4 HOURS/DAY OF WORK

County regular business hours are 8:00 a.m. to 5:00 p.m., PST, Monday through Friday. The County currently observes the following holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas. Such days of the week during such hours specified, excluding County holidays as applicable for each calendar year, are referred to herein as "Business Days".

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

MINIMUM SKILLS REQUIREMENTS

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

1. Cloverleaf Intermediate (Level 2) or higher certification.
2. Four (4) years of architecture, development, and technical support experience with Infor Corporation's Cloverleaf Software Version 20.x or higher within the last six (6) years in at least one (1) medium to large scale project (integration environment processing over 50,000 messages per day and at least 80 interfaces) that was deployed in a customer's production environment.
3. Two (2) years of development experience within the last five (5) years with the Cloverleaf Tool Command Language (TCL) Application Programming Interface (API) and programming model.
4. Two (2) years of experience within the last five (5) years with Extensible Markup Language (XML) data structures and technologies including XML, XML Schema Definition (XSD), Extensible Stylesheet Language Transformations (XSLT), XML Path Language (XPath).
5. Two (2) years of experience within the last five (5) years in developing Simple Object Access Protocol (SOAP) or Representational State Transfer (REST) Web Services using the Cloverleaf Application Adaptor framework (CAA-WS).
6. Two (2) years of experience within the last five (5) years integrating with data sources using Data Integrator.
7. One (1) years of experience within the last three (3) years with Cloverleaf security configuration using Security Server.
8. One (1) years of experience within the last three (3) years with Cloverleaf monitoring/alert tools such as Global Monitor.
9. One (1) year of experience within the last three (3) years with File Transfer Protocols (FTP) such as FTP, Secure FTP (SFTP), FTP Secure (FTPS) using Secure Messenger.
10. One (1) year of experience within the last three (3) years with shell scripting in a UNIX operating environment.

EXPECTED TASK 3 TASKS AND PAYMENT MILESTONES

For New Interface development and other professional services projects under Task 3 of this Exhibit A (Statement of Work), it is anticipated that the scope of work required to be attached to a Work Order for such work under Paragraph 3.2 (Work Order Work) of Appendix A (Contract), will include Contractor's performance of some or all of the following tasks where appropriate. It is also anticipated that the payment schedule required to be attached to a Work Order for such work will identify the milestones upon Contractor's completion and County's Acceptance of which the Contractor must invoice the County and County will make payments in accordance with Paragraph 5.5 (Invoices and Payments) of Appendix A (Contract). These anticipated milestones are indicated with an asterisk (*) in the deliverable/task list below.

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

SAMPLE WORK ORDER

Introduction

Effective Date of this Work Order:	
Work Order Number:	
Prepared By:	
Project Name:	

Project Overview

(Enter high level description of Project.)

1.0 Project Scope

(Describe the Project Scope)

2.0 Project Approach

2.1 Implementation Approach – Deployment Method

(Describe Contractor’s Implementation Approach and Deployment Method.)

2.2 Project Deliverables and Services Required for Project Completion

(List and describe the Project Deliverables and Services Required for Project.)

2.3 Acceptance Process

Each deliverable set forth in Section 2.2 “Project Deliverables and Services Required for Project Completion”, shall be subject to the Acceptance procedures specified in Paragraph 3.3 (Acceptance of Work) of the Contract.

2.4 Project Roles and Responsibilities

(List all Project Roles and their Responsibilities.)

3.0 General Project Assumptions and Obligations

(List all Project Assumptions and Obligations.)

4.0 Payment Milestone Schedule

(List all Payment Milestones, Associated Deliverables/Work Products/Activities, Acceptance Criteria, Completion Date, and Amount)

Payment Milestone	Associated Deliverable, Work Product, or Activity	Acceptance Criteria (if applicable)	Completion Date	Amount
1	Deliverable X		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$0.00
2	Deliverable Y		X weeks after Project start OR X weeks after previous deliverable or Milestone	\$0.00
...				
TOTAL				\$0.00

Each invoice is payable in accordance with Paragraph 5.5 (Invoices and Payments) of the Contract.

The PARTIES have executed this Work Order though the signatures of their respective authorized representatives.

CONTRACTOR: _____

COUNTY: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

PRICING SCHEDULE

CONTRACT SUM	TOTAL CONTRACT AMOUNT
Grand Total for Initial Term and Extended Term	\$10,529,000

Initial Term							
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Grand Total
Task 1 – Site Assessment and Evaluation	\$18,148						\$18,148
Task 2 – Maintain and Support Deployed Interfaces and Environments (Note #1)	\$542,295	\$563,987	\$586,546	\$610,008	\$634,408	\$659,785	\$3,597,029
Task 3 – New Interface Development and Other Professional Services (Note #3)	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,400,000

Extended Term					
Description	Year 1	Year 2	Year 3	Year 4	Grand Total
Task 2 – Maintain and Support Deployed Interfaces and Environments (Note #2)	\$686,176	\$713,623	742,168	\$771,855	\$2,913,822
Task 3 – New Interface Development and Other Professional Services (Note #3)	\$400,00	\$400,00	\$400,00	\$400,00	\$1,600,000

Note #1 - Maintenance and Support will be payable annually, in advance. Fees are firm and fixed as indicated above for the Initial Term.

Note #2 - Requires exercise of option to renew the Contract Term in accordance with Paragraph 4.2 of the Contract. Fees are firm and fixed as indicated above for each option to renew.

Note #3 – Engagement of Contractor to provides Services and other work of the type described in Task 3 of Exhibit A (Statement of Work) requires execution of a Work Order in accordance with Paragraph 3.2

EXHIBIT B

(Work Order Work) of the Contract. Task 3 Dollars may be used to reimburse costs and expenses in accordance with Paragraph 5.1 of the Contract and to pay any taxes indicated in a Work Order.

FIXED HOURLY RATE

Initial Term						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Fixed Hourly Rate (Note #4)	\$290	\$290	\$290	\$290	\$290	\$290

Extended Term				
Description	Year 1	Year 2	Year 3	Year 4
Fixed Hourly Rate (Note #4)	\$310	\$310	\$310	\$310

Note #4 – All Services to be provided pursuant to and in accordance with Paragraph 3.2 (Work Order Work) shall be provided at the Fixed Hourly Rate indicated above for the Initial Term and Extended Term.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR

Name: Thomas Kooy
Title: Executive Director, ISAB
Address: 12750 Center Court Drive, 5th Floor
City, State Zip: Cerritos, CA 90703
Phone: (562) 403-6501
Email Address: TKooy@isab.lacounty.gov

COUNTY PROJECT MANAGER

Name: Duane Nguyen
Title: Project Director
Address: 12750 Center Court Drive, 5th Floor
City, State Zip: Cerritos, CA 90703
Phone: (562) 403-6527
Email Address: DDNguyen@isab.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR

Name: Fernando Angell
Title: Assistant Director, ISAB
Address: 12750 Center Court Drive, 5th Floor
City, State Zip: Cerritos, CA 90703
Phone: (562) 403-6505
Email Address: FAngell@isab.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR PROJECT DIRECTOR

Name: Michele Parrott
Title: Director, Project Management Professional Services
Address: 5555 Covington Meadows Ct.
City, State Zip: Westerville, OH 43082
Phone: (614) 937-3450
Email Address: Michele.Parrott@infor.com

CONTRACTOR PROJECT MANAGER

Name: Michele Parrott
Title: Director, Project Management Professional Services
Address: 5555 Covington Meadows Ct.
City, State Zip: Westerville, OH 43082
Phone: (614) 937-3450
Email Address: Michele.Parrott@infor.com

CONTRACTOR AUTHORIZED OFFICIAL(S)

Name: Mary Ann McLester
Title: Client Partner Sr, Professional Services
Address: 2155 Falcon Ridge Dr
City, State Zip: Carrollton, TX 75010
Phone: (214) 394-4843
Email Address: MaryAnn.McLester@infor.com

NOTICES TO CONTRACTOR MUST BE SENT TO THE FOLLOWING

Name: Mary Ann McLester
Title: Client Partner Sr, Professional Services
Address: 2155 Falcon Ridge Dr
City, State Zip: Carrollton, TX 75010
Phone: (214) 394-4843
Email Address: MaryAnn.McLester@infor.com

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

Any fire station. Any hospital. Any time.



1.877.222.9723 BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

In addition to the confidentiality provisions contained in the Contract, Contractor agrees as follows:

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of

performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

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

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

- a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls.

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Eugene Cabrera
Departmental Information Security Officer
12750 Center Court Drive, 5th Floor
Cerritos, CA 90703
(562) 403-6515
ecabrera@isab.lacounty.gov

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

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

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

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

17. CYBER LIABILITY INSURANCE

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

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

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

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

ADDENDUM A: INTENTIONALLY OMITTED

ADDENDUM B: INTENTIONALY OMITTED.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

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

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

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

No.	Reference	Negotiated Terms that Depart from the County's Required Terms and Conditions
1.	Contract Paragraphs 4.2, 4.3	Term of Contract: 4.2 Provision modified to describe notification of expiration of Contract Term. 4.3 Provision modified to specify that Contractor must use commercially reasonable efforts to send written notification when Contract Term is within six (6) months of expiration.
2.	Contract Paragraphs 5.2, 5.3	Contract Sum: 5.2 Written Approval for Reimbursement: Provision modified to confirm Contractor entitlements during the course of performance of work. 5.3 Notification of 75% of Total Contract Sum: Provision modified to specify that Contractor must use commercially reasonable efforts for the notification of 75% of Total Contract Sum.
3.	Contract Paragraph 5.5.4	County Approval of Invoices: Provision modified to describe a mutual obligation.
4.	Contract Paragraph 7.4	Contractor's Staff: Provision modified to describe a mutual obligation.
5.	Contract Paragraph 7.5	County Rules and Regulations: Provision modified to describe a mutual obligation.
6.	Contract Paragraph 7.6.1, 7.6.4	Background and Security Investigations: 7.6.1 Provision modified to describe a mutual obligation. 7.6.4 Provision modified to specify that Contractor shall use commercially reasonable efforts to replace staff.
7.	Contract Paragraph 7.7.1, 7.7.2, 7.7.3, 7.7.4, and 7.7.6	Confidentiality and Security: Provisions modified to describe a mutual obligation.
8.	Contract Paragraph 8.1.3	Board Orders: Provision simplified.
9.	Contract Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions: Provision modified to further describe Contractor's responsibility to County in the event of a pending acquisition/merger.
10.	Contract Paragraph 8.4	Budget Reductions: Provision modified to describe a mutual obligation.
11.	Contract Paragraph 8.5.1	Complaints: 8.5.1 Complaint Procedures: Provision modified to describe a mutual obligation.
12.	Contract Paragraphs 8.6.1, 8.6.2	Compliance with Applicable Law: Provisions modified to describe mutual obligations.
13.	Contract Paragraph 8.10	Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List: Provision modified to specify that Contractor must use commercially reasonable efforts to give consideration for such employment openings.

ATTACHMENT II

14.	Contract Paragraph 8.11.1, 8.11.2	Consideration of Hiring GAIN/START Participants: Provisions modified to specify that Contractor must use commercially reasonable effort to give consideration for any such employments openings.
15.	Contract Paragraph 8.13	Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law: Provision modified to specify that Contractor will use commercially reasonable efforts to encourage its subcontractors to post in the subcontractor's place of business.
16.	Contract Paragraph 8.17.2	Employment Eligibility Verification: Provision modified to describe mutual obligations.
17.	Contract Paragraph 8.19	Fair Labor Standards: Provision modified to describe mutual obligations.
18.	Contract Paragraph 8.23	Indemnification: Provision modified to describe mutual obligations.
19.	Contract Paragraph 8.24.5	Failure to Maintain Insurance: Provision simplified to describe mutual obligations.
20.	Contract Paragraph 8.24.7	Contractor's Insurance Must Be Primary: Provision modified to include exceptions for workers' compensation and professional liability.
21.	Contract Paragraph 8.25.4.5	Technology Errors & Omissions Insurance: Provision clarified training services.
22.	Contract Paragraph 8.28.6, 8.28.7	Nondiscrimination and Affirmative Action: 8.28.6: Paragraph deleted. 8.28.7: Paragraph renumbered to 8.28.6, Provision modified to describe mutual obligations. 8.28.8: Paragraph renumbered to 8.28.7, Provision clarified.
23.	Contract Paragraph 8.30	Notice of Delays: Provision modified to specify that either party must use commercially reasonable effort to provide notice for any delays.
24.	Contract Paragraph 8.31	Notice of Disputes: Provision modified to describe mutual obligations.
25.	Contract Paragraph 8.32	Notice to Employees Regarding the Federal Earned Income Credit: Provision modified to specify that Contractor must use commercially reasonable effort to provide notice to its employees regarding the Federal Earned Income Credit.
26.	Contract Paragraph 8.33	Notice to Employees Regarding the Safely Surrendered Baby Law: Provision modified to specify that Contractor must use commercially reasonable efforts to provide notice to its employees regarding the Safely Surrendered Baby Law.
27.	Contract Paragraph 8.34	Notices: Provision modified to include electronic mail transmission as an option for notices.
28.	Contract Paragraph 8.36.1, 8.36.2, 8.36.3	Public Records Act: 8.36.1: Provision modified to describe mutual obligations. 8.36.2: Provision added to describe how Contractor will plainly and prominently mark any of its documents and information, including Confidential Information, to be exempt from the California Public Records Act. 8.36.3: Provision modified to describe mutual obligations.
29.	Contract Paragraph 8.38.1	Record Retention and Inspection-Audit Settlement: Provision modified to specify the Contractor records that are applicable to Record Retention and Inspection-Audit.

ATTACHMENT II

30.	Contract Paragraph 8.42.1, 8.42.3	Termination for Convenience: 8.42.1: Provision modified to further describe County obligation for giving written notice of termination. 8.42.3: Provision modified to further describe County's obligation to pay Contractor for all Services rendered through the effective date of termination.
31.	Contract Paragraph 8.43	Termination for Default: Provisions modified to describe mutual obligations.
32.	Contract Paragraph 8.53	Time Off for Voting: Provision modified to specify that Contractor must use commercially reasonable efforts to notify its California-based employees and any subcontractors information regarding the time off for voting law.
33.	Contract Paragraph 8.55	Effect of Termination: Provision modified to describe mutual obligations.
34.	Contract Paragraph 8.59	Injury and Illness Prevention Program: Provision intentionally deleted since Contractor does not have offices located in California.
35.	Contract Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA): Provision modified to describe mutual obligations.
36.	Contract Paragraph 9.3	Intellectual Property Rights: Provision modified to describe mutual obligations.