



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

DEAN C. LOGAN
Registrar-Recorder/County Clerk

March 11, 2025

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

Dear Supervisors:

**REQUEST APPROVAL OF SOLE SOURCE CONTRACT NUMBER 25-001 WITH LEXISNEXIS
VITALCHEK NETWORK, INC. FOR RECORDS PAYMENT AND PROCESSING SYSTEM
AND RELATED SERVICES (ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Department of Registrar-Recorder/County Clerk (Department or RR/CC) requests approval to execute sole source Contract #25-001 (Contract) with LexisNexis VitalChek Network, Inc. (VitalChek) for a records payment and processing system and related services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize RR/CC, or designee, to execute a substantially similar sole source Contract (Attachment 1) with VitalChek in order to provide a records payment and processing system and related services, effective for a period of five (5) baseyears, with two (2) optional one-year periods and six (6) optional month-to-month extensions, for a maximum term of seven (7) years and six (6) months.
2. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to extend the Contract for two (2) optional one-year periods and six (6) optional month-to-month extensions provided that County Counsel approval is obtained.
3. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to the Contract as needed to (1) reflect changes resulting from new legislation or changes to County Policy Terms and Conditions; (2) reflect changes in State and County legislation; (3) modify the Statement

of Work to meet operational needs; or (4) make any other necessary changes which do not materially alter any term or condition of the Contract provided that County Counsel approval is obtained.

4. Delegate authority to the RR/CC, or designee, to prepare and execute future amendments to increase Transaction Fees in Exhibit B (Pricing Schedule) per Paragraph 5.0 of the Contract provided RR/CC approval and County Counsel approval is obtained.

5. Delegate authority to the RR/CC, or designee, to terminate the contract in whole or in part as necessary provided that County Counsel approval is obtained.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended sole source contract provides County customer's with continued access to vital records and expanded payment options. Moreover, clients are able to request vital records and fictitious business names online, request and pay for real property records via online, phone or fax and pay for services in person via credit/debit, Apple Pay or Samsung Pay.

Under the zero-cost Contract, VitalChek provides all equipment, supplies, materials (except paper), communication lines, internet connection, etc. needed to perform records payment and processing services. The services are fully funded by transaction fees charged by VitalChek to RR/CC customers per each transaction. Without these services, RR/CC would be limited to accepting only cash, check, or money order as payment for copies of vital records and recorded real property documents. Customers would also lose the ability to request services online, authenticate electronically, use mobile pay options, and access to expedited mail services.

Other vendors typically charge for internet connections and equipment, and/or charge customers on a sliding scale based on the amount of records purchased. Through the VitalChek contact, County customers are only charged one fee, regardless of the number of records purchased. Additionally, VitalChek guarantees, ensuring that there are no delays on finances and eliminates the need for the Department to process chargebacks. Furthermore, VitalChek verifies the identity of the requestor either electronically or through a sworn statement, freeing Department staff from that task. This service also reduces costs for County customers who did not need to engage with a Notary. VitalChek also completes any additional programming needed to meet Department needs or legislative upgrades at no additional cost.

The Department reviewed the contract with County vendor Fidelity Information Services, LLC (FIS) and determined that FIS was not able to do the required electronic authentication or accept and review the sworn statements for vital records and Fictitious Business Statements. Additionally, FIS wanted to charge on a sliding scale based on the amount of the transaction. FIS operates only as a payment processor; they do not have the capability to incorporate technology that would allow Department to incorporate legislative changes to validate identity and secure documents. FIS was not willing or able to do all the additional services that VitalChek does.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

North Star 3. Communication and Public Access. Provide increased transparency and accessibility to government services and communication, including information that is easy to understand and available in multiple languages and formats. Implement technological business solutions to enable

County departments to meet their core mission, transform how we share information, and protect the privacy rights of individuals while continuing to provide the public with beneficial and responsive services with easy access, convenience, and additional options to purchase copies of recorded documents. Ensure service delivery systems are efficient, effective, and goal oriented. The services also benefit the County by providing ensured payments and quicker deposits of County fees.

FISCAL IMPACT/FINANCING

There is no cost to the County. Customers choosing to use credit/debit card payment options are charged a transaction fee of \$10.75 for orders submitted over the internet and \$1.75 for orders submitted via fax, phone, or in-person. VitalChek may additionally charge expedited shipping fees to any customer requesting an expedited shipping option. VitalChek is solely responsible for collection of all transaction fees, expedited shipping fees, as well as all fees due to the County in respect of the recorded documents (collectively, "recorded document fees"). VitalChek assumes all risks of non-collection, chargebacks, and any other card adjustments.

VitalChek forwards all recorded document fees to the Department via Automated Clearing House transfer, on the next business day following the day on which VitalChek is permitted to charge the customer's credit/debit card in association with applicable credit/debit card rules (irrespective of whether VitalChek actually collects those recorded document fees) and retains the transaction and expedited shipping fees. The transaction and expedited shipping fees are the sole amounts payable to VitalChek for performance of the services. Under the terms of the recommended contract, VitalChek cannot increase the transaction fees charged to customers without approval from the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

VitalChek represents and warrants that it is certified by, and in compliance with, the Visa U.S.A. Cardholder Information Security Program, the Payment Card Industry Data Security Standard, and with Visa Payment Card Industry PIN Security Requirements. VitalChek has also agreed to comply with all applicable County information technology policies included in Chapter 6 of County's Policy Manual and County's information technology standards published by the County's Chief Information Security Officer.

At no time does VitalChek have access to the official records or to the Department records database. VitalChek will supply the Department with the required request data via an XML data file sent from the VitalCheck database system to Department for orders submitted over the internet. For all orders, whether submitted over the internet, via phone or fax, or in person, Department's staff will have access to the official record to print the request for the customer.

The contract contains all required County contracting terms and conditions with the exception of the provision requiring the contractor to notify the County when 75% of the maximum contract sum has been expended as there is no cost to the County under this contract. The Contract contains County standard provisions regarding Contractor obligations and compliance with all Board of Supervisors and CEO requirements.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this

recommended action(s) does not include any new technology that requires a CIO Analysis.

CONTRACTING PROCESS

The current contract #17-001 with VitalChek was executed on October 6, 2017 after a Request for Proposals was issued and garnered one bid. On October 4, 2024, the current contract entered its final six-month extension term and will expire on April 5, 2025.

The Department presented its intention to negotiate and enter into a sole source Contract with VitalChek during the July 24, 2024 Operations Cluster Meeting. Furthermore, in accordance with Board Policy 5.100 (Policy), the Department sent the Board notification of intent to enter into sole source negotiations with VitalChek on July 31, 2024, more than eight (8) months prior to the end date of the Contract. The Department reviewed the contract with County vendor Fidelity Information Services, LLC (FIS) and determined that FIS was not able to do required tasks, including electronic authentication or accept and review the sworn statements for vital records and Fictitious Business Statements. Additionally, FIS charges 2% per transaction cost, which add cost to customer request. FIS is only a payment processor and does not have the technology to provide all the additional services i.e identification proofing, affidavit submissions etc. that VitalChek does at no cost. Another vendor, Permutium, did not have all the services that VitalChek had and deposited funds to their clients monthly which would not work for the Department.

The required Sole Source Checklist (Attachment 2) identifies the Department's need for a sole source contract with VitalChek and was approved by the Chief Executive Office (CEO).

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

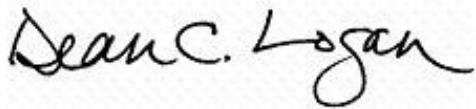
Approval of the recommended sole source Contract will allow the Department to continue to provide our customers with payment options and the flexibility to request expedited mail services when ordering copies of vital records and real property records over the internet, fax, or phone. Approval of the recommended contract will also continue the expected level of customer service both online and at the public counter by allowing customers options to pay for their copies of vital records or real property records by using a debit card.

The Honorable Board of Supervisors

3/11/2025

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Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk



Peter Loo

Chief Information Officer

DCL:MB:PS:JS:DL:VW:jw

Enclosures

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



CONTRACT #25-001

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LEXISNEXIS VITALCHEK NETWORK, INC.

FOR

**RECORDS PAYMENT AND PROCESSING SYSTEM
AND RELATED SERVICES**

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EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
- F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Deliverable Acceptance Document (DAD)
- M** Invoice Deficiency Report
- N** Custom Programming Modification Request Form
- O** Background Check Attestation Form
- P** Debarment Certification

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LEXIS NEXIS VITALCHEK NETWORK, INC.
FOR
RECORDS PAYMENT AND PROCESSING SYSTEM
AND RELATED SERVICES**

This Contract ("Contract") made and entered into on Enter Date ("Execution Date") by and between the County of Los Angeles, hereinafter referred to as "County" and Lexis Nexis VitalChek Network, Inc., hereinafter referred to as "Contractor" is located at _____.

RECITALS

WHEREAS, the County's Department of Registrar-Recorder/County Clerk's ("Department" or "RR/CC") operations require a system that allows for payment processing for vital records, recorded documents, and business filings and registrations using (a) credit cards transactions, in person and over the internet, over the telephone and by mail and facsimile and (b) debit cards in person and over the internet with the ability to verify identify and complete the appropriate affidavits pursuant to the government code to allow for effective and efficiently process services throughout the Bureau.

WHEREAS, the Contractor is a private business specializing in providing such system and services; and

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

1.0 APPLICABLE DOCUMENTS

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

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 Forms Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Intentionally Omitted
- Exhibit I Intentionally Omitted
- Exhibit J Intentionally Omitted
- Exhibit K Information Security and Privacy Requirements
- Exhibit L Deliverable Acceptance Document (DAD)
- Exhibit M Invoice Deficiency Report
- Exhibit N Custom Programming Modification Request Form
- Exhibit O Background Check Attestation Form
- Exhibit P Debarment Certification

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **ACH:** This is the acronym for Automated Clearing House.
- 2.1.2 **Acceptance:** Shall mean County's written approval of any Tasks, Deliverables, goods, Services or other Work provided by or on behalf of Contractor to County, as indicated by County's Project Director's execution of the applicable Certificate of Completion, except that the phrase "Acceptance of the System" additionally includes the items set forth Paragraph 9.16 (System Tests and Acceptance by County).
- 2.1.3 **Acceptance Test, Acceptance Tests, or Acceptance Testing:** Shall have the same meaning as set forth in Paragraph 9.16 (Acceptance Tests).
- 2.1.4 **Adhoc Reports:** Shall mean on demand requests for various System reports, including reports described in the Specifications.
- 2.1.5 **Advanced Encryption Standard or AES:** Shall mean the new Federal cryptographic algorithm (mathematical formula) standard (as described in FIPS 197) for use by U.S. government organizations to protect sensitive, unclassified information.
- 2.1.6 **Amendment:** Shall mean a written change to this Contract entered into in accordance with Paragraph 8.1 (Amendments and Change Notices).
- 2.1.7 **American Express Data Security Operating Policy:** Shall mean American Express requirements which apply to all equipment, systems, and networks on which encryption keys, cardholder data, or sensitive authentication data (or both) are stored, processed, or transmitted.
- 2.1.8 **Association:** Shall mean any entity formed to administer and promote the use of Cards, including Visa U.S.A. Inc. and MasterCard International, Incorporated.
- 2.1.9 **Association Rules:** Shall mean the bylaws, rules and regulations of each Association, as they exist from time to time.
- 2.1.10 **Authorization:** Shall mean, with respect to each Transaction, the approval by or on behalf of the Card Issuer of a Cardholder's use of a Card to pay for all fees applicable to such Transaction, including the Transaction Fee, all Department Fees and all shipping charges permitted under Paragraph 5.8.

- 2.1.11 **Authorization Server:** Shall mean the Authorization Server meeting the Specifications described in Package 3 of the Statement of Work (SOW).
- 2.1.12 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.13 **Budget:** Shall mean the County's fiscal year spending authority as approved by the Board.
- 2.1.14 **Business Day or Business Days:** Shall (whether capitalized) mean 7:00 a.m. to 6:00 p.m. Pacific Time (PT), Monday through Friday, excluding County holidays.
- 2.1.13 **CISO:** This is the acronym of County's Chief Information Security Officer.
- 2.1.14 **CISP:** This is the acronym for the Visa U.S.A. Cardholder Information Security Program.
- 2.1.15 **Card:** Shall mean the plastic card or other evidence of credit or debit account, as applicable, and corresponding account number, issued by a Card Issuer to a Cardholder, and accepted by Contractor under this Contract for payment of the Department Fees. For purposes of this Contract, credit accounts are at a minimum limited to Visa, MasterCard, and Discover and if applicable include American Express.
- 2.1.16 **Cardholder:** Shall mean the person or entity issued a Card and a corresponding account number by a Card Issuer and which person or entity is entitled to use the Card. For purposes of this Contract, Cardholders are limited to those Cardholders from time to time using the System (or, in the case of In-Person Transactions and Card Not Present Transactions, those Cardholders for which the Department from time to time uses the System) to pay Department Fees.
- 2.1.17 **Card Issuer:** Shall mean any financial institution which is a member bank of the Association or its agents, Discover and if applicable American Express. For purposes of this Contract, Card Issuers are limited to those issuing Cards.
- 2.1.18 **Card Not Present Transaction:** Shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more Department Fees by Card where the Card is not physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. Other Card Not Present Transactions do not include Online

Transactions. The Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Package 3 to the Statement of Work (SOW).

- 2.1.19 **Certificate of Completion:** Shall mean each certificate which, when executed by County's Project Director, indicates County's Acceptance of the Work identified in such certificate.
- 2.1.20 **Confidential Information:** Shall have the same meaning as set forth in Paragraph 7.5 (Security and Confidentiality).
- 2.1.21 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.22 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.23 **Contractor Product:** Shall have the same meaning as set forth in Paragraph 9.22.
- 2.1.24 **Contractor's Project Director:** Shall have the same meaning as set forth in Paragraph 6.1 (Contractor's Project Director).
- 2.1.25 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.26 **County:** Shall have the same meaning as set forth in the Recitals.
- 2.1.27 **County Data or Data:** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract.
- 2.1.28 **County Indemnitees:** Shall have the same meaning as set forth in Paragraph 8.24 (Intellectual Property Indemnification).
- 2.1.29 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

- 2.1.30 **County Product:** Shall have the same meaning as set forth in Paragraph 9.22.
- 2.1.31 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.32 **County's Contract Project Monitor:** Shall have the same meaning as set forth in Paragraph 6.3 (County's Contract Project Monitor).
- 2.1.33 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.34 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.35 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.36 **Custom Programming Modification Request:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.37 **Custom Programming Modifications:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.38 **Data Security Guidelines:** Shall mean (a) all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, any Card processor or any PIN-Based Debit Network, including the CISP and PCI Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at http://library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the CISO and provided by County's Project Management to Contractor.
- 2.1.39 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.40 **Debarment:** Shall mean the process that precludes an existing contractor and/or proposer from: submitting a response to a County

solicitation, being awarded a contract, and/or performing work on a County contract for a period-of up to three (3) years.

- 2.1.41 **Deficiency(ies):** Shall mean, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Specifications or other provisions of this Contract, including the SOW, as determined by County's Project Director.
- 2.1.42 **Deliverable:** Shall mean, with respect to each Package, the completed Tasks and/or other Work under this Contract for the type of Transaction described in such Package, including those numbered Deliverables identified in each such Package.
- 2.1.43 **Department:** The County of Los Angeles Department of Registrar-Recorder/County Clerk which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.44 **Department Fees:** Shall mean (a) fees for obtaining one or more certified copies of one or more Vital Records or Real Property Records and (b) Other Department Fees. A list of the Department Fees is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).
- 2.1.45 **Department Head:** Director of the Department of Registrar-Recorder/County Clerk.
- 2.1.46 **Discover Network Information and Security Compliance or DISC:** Shall mean the implementation and maintenance of efficient data security requirements and procedures for its constituents and promote the adoption of secure transaction processing of cardholder data on the Discover network.
- 2.1.47 **Dispute Resolution Procedures:** Shall have the same meaning as set forth in Paragraph 8.33 (Dispute Resolution Procedure).
- 2.1.48 **Documentation:** Shall mean, with respect to each Package, any and all written materials, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions

regarding the capabilities, operations, installation for and support of the System for such Package, including this Contract.

- 2.1.49 **Effective Date:** Shall mean the date identified in the Preamble to this Contract, which is the date as of which this Contract has been executed by an authorized representative of the Contractor and has been approved by the Board.
- 2.1.50 **Europay, MasterCard, and Visa or EMV:** Shall mean the three companies that originally created the technical standard for smart payment cards, payment terminals, and automated teller machines that accept them. The standard is now managed by EMVCo (consortium made up of Visa, Mastercard, JCB, American Express, China UnionPay, and Discover).
- 2.1.51 **End User:** Shall mean technical and operational staff of the Department.
- 2.1.52 **Federal:** Shall mean the United States federal government.
- 2.1.53 **Federal Funds Rate:** Shall mean the rate at which private depository institutions lend balances at the Federal Reserve to other depository institutions. The applicable Federal Funds Rate will be obtained from County's Treasurer and Tax Collector.
- 2.1.54 **Federal Information Processing Standards or FIPS:** Shall mean publicly issued standards and guidelines published by the National Institute of Standards and Technology (NIST) and the Federal Government for use in computer systems by non-military agencies and government contractors. NIST develops FIPS when there are compelling Federal government requirements (such as security and interoperability) and there are no acceptable industry standards or solutions.
- 2.1.55 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.56 **Information Security Incident:** Shall mean any breach or other incident which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.
- 2.1.57 **In-Person Transaction:** Shall mean, with respect to the Department's use of the System on behalf of a Cardholder to pay one or more Department Fees by Card where the Card is physically presented to the Department, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The

Work to be provided by or on behalf of Contractor specific to this type of Transaction is described in Package 2 to the Statement of Work (SOW).

- 2.1.58 **Interface(s):** Shall mean, with respect to each Package, any software supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, which allows the transfer of electronic data and/or software commands between computer systems, applications, or modules, together with all Source Code, object code and Documentation. Interfaces include, with respect to each Package, the interfaces described in such Package. References to the Interfaces may include one or more Interfaces in the System or all Interfaces in the System.
- 2.1.59 **Joint Enterprise Development Interface or JEDI:** Shall mean a collection of applications used by the RRCC. The Point-of-Sale applications and Vital Records applications are all written using the JEDI framework for processing vital records requests and payments for those requests.
- 2.1.60 **License:** Shall have the same meaning as set forth in Paragraph 9.19 (License).
- 2.1.61 **Maintenance and Support Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.62 **MasterCard Site Data Protection Program:** Shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.
- 2.1.63 **National Institute of Standards and Technology or NIST:** Shall mean a non-regulatory federal agency within the US Department of Commerce that works with industry to develop and apply technology, measurements, and standards and promotes US innovation and industrial competitiveness.
- 2.1.64 **Non-Responsibility:** Shall mean a finding by the County that a proposer is incapable of performing as a responsible County contractor, based on past performance history or other relevant documentation.
- 2.1.65 **Online Transaction:** Shall mean, with respect to a Cardholder's use of the System over the Internet to pay one or more Department Fees by Card, a collective reference to all steps necessary to obtain Authorization of such payment from the applicable Card Issuer. The Work to be

provided by or on behalf of Contractor specific to this type of Transaction is described in Package 1 to the Statement of Work (SOW).

- 2.1.66 **Operations Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.67 **Other Professional Services:** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.68 **Other Department Fees:** Shall mean the filing fees, search fees, certification fees, and other fees for filings, searches, certifications, and other services performed by the Department, but excluding fees for obtaining certified copies of Vital Records and Real Property Records. A list of the Other Department Fees is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).
- 2.1.69 **Package(s):** Shall mean Package 1 and/or Package 2 and/or Package 3, separate or together with all appendices, attachments and schedules thereto, attached to the Statement(s) of Work, which describes all of the Work to be provided by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package(s).
- 2.1.70 **PCI:** This is the acronym for Payment Card Industry.
- 2.1.71 **Payment Card Industry Data Security Standards or PCI-DSS:** Shall mean the operational and technical requirements for organizations accepting or processing payment transactions, and for software developers and manufacturers of applications and devices used in those transactions.
- 2.1.72 **Party or Parties:** Shall have the same meaning as set forth in the Recitals.
- 2.1.73 **Personally Identifiable Information (PII):** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal

information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.).

- 2.1.74 **PIN-Based Debit Network:** Shall mean a national or regional on-line debit card network. Each network operates under its own set of operating rules and regulations.
- 2.1.75 **Production Use:** Shall mean, with respect to each Package, the use of System in the production environment to perform County's business operations. For the avoidance of doubt, County's production environment includes use of applicable portions of the System by Cardholders in accordance with this Contract.
- 2.1.76 **Professional Services:** Shall mean Services, including but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request.
- 2.1.77 **Real Property Records:** Shall mean real estate documents recorded and maintained by the Department. A list of categories of Real Property Records is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).
- 2.1.78 **Responsible:** Shall mean a proposer that has conducted themselves in an acceptable manner as determined by the Board of Supervisors (see County Code 2.202.030) and has the financial and managerial ability to perform the required work.
- 2.1.79 **SOP:** Shall mean the data security and compliance validation requirements necessary to protect stored and transmitted MasterCard payment account data.
- 2.1.80 **Secure File Transfer Protocol or SFTP:** Shall mean a cryptographic computing network protocol for accessing and managing files on remote file systems. SFTP allows encrypted file transfers (both commands and data) between hosts. Also known as SSH File Transfer Protocol (SSH2).
- 2.1.81 **Secure Sockets Layer or SSL:** Shall mean a protocol used in network communications that provides application-independent secure communications over the Internet. The SSL protocol is commonly employed on the Web with the Hypertext Transfer Protocol {HTTP} for e-commerce transactions and uses cryptography to provide message privacy, message integrity, and client-server authentication.

- 2.1.82 **Services:** Shall mean, with respect to each Package, any development, installation, configuration, implementation, Operations Services, Maintenance and Support Services, and other services performed by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package.
- 2.1.83 **Source Code:** Shall mean computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation.
- 2.1.84 **Specifications:** Shall mean, with respect to each Package, all functional, operational, technical and/or business specifications, requirements, features, standards and Deliverables for the System, all as set forth in the Documentation and/or this Contract for such Package, including the County's RFP, the Contractor's Proposal, the SOW and/or any Custom Programming Modification Request.
- 2.1.85 **State:** Shall mean the State of California.
- 2.1.86 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.87 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.88 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.89 **System:** Shall mean, with respect to each Package, the System Software, System Hardware and Services for such Package. References to the System may include one or more components or modules thereof or the System as a whole.
- 2.1.90 **System Hardware:** Shall mean, with respect to each Package, all hardware supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, including, as applicable, the Workstations, the Terminals, the Authorization Server, and the other hardware described in such Package. References to the System Hardware may include one or more components or modules thereof or all System Hardware in the System.

- 2.1.91 **System Software:** Shall mean, with respect to each Package, all computer programs conceived, created, developed or otherwise supplied by or on behalf of Contractor pursuant to this Contract for the type of Transaction described in such Package, together with all Source Code, object code and Documentation. System Software includes, with respect to each Package, the programs described in such Package, and the Interfaces, the Updates, and the Custom Programming Modifications for such Package. References to the System Software may include one or more components or modules thereof or all System Software in the System.
- 2.1.92 **Task:** Shall mean, with respect to each Package, one or more major areas of Work to be performed under this Contract for the type of Transaction described in such Package, including those areas identified as a numbered Task or Subtask in each such Package, and all subtasks thereunder.
- 2.1.93 **Term:** Shall have the same meaning as set forth in Paragraph 4.0 (Term of Contract).
- 2.1.94 **Terminal:** Shall mean the equipment including separate keypad used to read Cards, transmit all information necessary to fully process Card Present Transactions and print Transaction receipts, and meeting the other Specifications described in Package 2 to the Statement of Work (SOW).
- 2.1.95 **Third Party Software:** Shall have the mean as set forth in Paragraph 9.21 (Third Party Software).
- 2.1.96 **Training Needs Assessment:** Shall mean the contractor identifies training requirements to support the Department's End User roles and responsibilities.
- 2.1.97 **Transaction:** Shall mean an Online Transaction, a Card Present Transaction, or an Other Card Not Present Transaction, as the case may be. "Transactions" refers to more than one Online Transaction, Card Not Present Transaction, and/or Other Card Not Present Transaction.
- 2.1.98 **Transaction Fee:** Shall have the same meaning as set forth in Paragraph 5.1.
- 2.1.99 **Triple Data Encryption Standard or Triple-DES:** Shall mean a legacy protocol that has been replaced by AES, Triple-DES is an implementation of the Data Encryption Standard (DES) algorithm that uses three passes

instead of one as used in ordinary DES applications. Triple DES provides a much stronger encryption than ordinary DES but is less secure than AES.

- 2.1.100 **Update(s):** Shall have the same meaning as set forth in Paragraph 9.18 (Maintenance and Support Services; Operations Services).
- 2.1.101 **User(s):** Shall mean any person or entity authorized by the Department to access or use any portion of the System Software.
- 2.1.102 **Vital Records:** Shall mean records of birth, death and marriage recorded and maintained by the Department. A list of categories of Vital Records is set forth on Exhibit C (Department Fees), as updated from time to time under Paragraph 8.1 (Amendments and Change Notices).
- 2.1.103 **Work:** Shall mean, with respect to each Package, any and all Tasks, Deliverables, goods, Services and other work performed by or on behalf of Contractor (including by Subcontractors, if any) pursuant to this Contract for the type of Transaction described in such Package. Without limiting the foregoing, Work includes, with respect to each Package, provision of the System, including all System Software, System Hardware, and Services, and all equipment, labor, and other supplies required to perform the Services. Additionally, without limiting the foregoing, Work includes, with respect to each Package, provision of all packing materials for expedited shipping, but does not include paper, which shall be provided by the Department.
- 2.1.104 **Work Product:** Shall mean all Deliverables and all concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced by Contractor under this Contract. However, Work Product does not include (a) any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, which may constitute or be contained in Work Product that was developed by Contractor prior to performance or independent of this Contract ("Background Intellectual Property") or (b) the System Software or any modifications thereto made by Contractor.

2.1.105 **Workstation:** Shall mean, with respect to each Package, a personal computer (including monitor, central processing unit, operating software, application software, keyboard and printer) meeting at least the Specifications in such Package.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The base term of this Contract will be five (5) years commencing after approval by the County's Board and subsequent execution of the Contract by all Parties, whichever is later, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of seven (7) years and six (6) months, upon sixty (60) days' prior written notice to Contractor of County's election to exercise its right to extend the Contract. Each such extension option may be exercised at the sole discretion of the Department Head or designee as authorized by the Board.

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 notify Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written [hard copy or electronic] notification to Department at the address(es) herein provided in Exhibit D (County's Administration).

5.0 CONTRACT FEES AND PAYMENTS

- 5.1** For each Transaction processed by or on behalf of Contractor under this Contract, the Contractor shall charge the Cardholder the applicable flat-rate fee set forth on Exhibit B (Pricing Schedule) (each a "Transaction Fee"). Other than Department Fees and shipping charges permitted under Paragraph 5.8, the applicable Transaction Fee is the maximum amount chargeable by Contractor to each Cardholder for processing such Cardholder's Transaction. Other than shipping charges permitted under Paragraph 5.8, each Transaction Fee includes (a) all Contractor costs associated with providing all Work under this Contract for the applicable type of Transaction, including the System Software, System Hardware and Services for such type of Transaction, and all other equipment, labor, and other supplies (including packing materials for expedited shipping, but excluding paper), required to perform the Services for such type of Transaction, and (b) all sales and other taxes applicable to such type of Transaction. No other amount shall be due and payable by the County (or any Cardholder) to the Contractor for providing Work under this Contract.
- 5.2** Contractor is responsible for obtaining Authorization for all Transactions and for collecting all fees connected with the Services, including Transaction Fees, Department Fees, and shipping charges permitted under Paragraph 5.8. Contractor shall abide by all applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations when obtaining Authorizations and collecting all fees. Contractor assumes all risk of monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments. County shall not be responsible or suffer any monetary loss for any failure to obtain any of the aforementioned Authorizations, any failure to collect any of the aforementioned fees, any chargebacks and/or any other Card adjustments.
- 5.3** Contractor shall remit by ACH transfer in immediately available funds to such bank account(s) as designated by County, all Department Fees for each Transaction by 4:00 p.m. PT on the next Business Day (excluding weekends and County holidays, for which reimbursement of Department Fees shall be made by 4:00 p.m. PT the following Business Day) following the Day on which the Contractor is permitted to charge the Card for such Transaction in accordance with the applicable Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and PIN-Based Network rules and regulations, regardless if funds have been collected/secured by or on behalf of the Contractor. On each such Business Day, Contractor shall issue a separate ACH transfer for each service area as identified by County, such separate ACH transfer to include all Department Fees required for such service area under this Paragraph 5.3.

- 5.4** In the event Contractor fails to remit any Department Fees due on any Business Day in accordance with the terms set forth herein, Contractor shall be charged and liable to the County for interest on such Department Fees at the Federal Funds Rate per Day prorated based upon a 360 Day year for each Day (or portion thereof) delay in County receiving said remittance. The interest charges provided herein may be waived whenever the Registrar-Recorder/County Clerk finds, in such person's sole discretion, that late remittances were excusable by under Paragraph 8.20 (Force Majeure). Such interest shall be due and payable upon Contractor's receipt of written notice of the delayed remittance.
- 5.5** Except as otherwise provided in this Section 5.5 and Section 5.8 below, the Transaction Fees are not subject to increase during the Initial Term, except as expressly described in Paragraph 5.6. Ninety (90) days prior to each anniversary of the Effective Date, the Contractor may submit a written request to the Registrar-Recorder/County Clerk for an increase in each Transaction Fee based upon a commensurate (and demonstrable) increase in applicable Card discount rates or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract. Each written request must include detailed supporting documentation for the increase included in such request. Provided that the Registrar Recorder/County Clerk is reasonably satisfied with the supporting documentation for the increase, the Registrar-Recorder/County Clerk shall authorize such increase, subject in all respects to execution of an Amendment in accordance with Paragraph 8.1 (Amendments and Change Notices). If authorized, each increase shall remain effective for the subsequent annual period of the Term commencing on the applicable anniversary of the Effective Date. For each Transaction Fee, the cumulative increase granted under this Paragraph 5.5 shall not exceed \$2.00.
- 5.6** Notwithstanding the foregoing, on a semi-annual basis during the Term, the Contractor shall submit detailed documentation to the Registrar-Recorder/County Clerk supporting the then-current Transaction Fees, including a list of all of the applicable Card discount rates and other expenses of the Contractor which are permitted to be factored into the Transaction Fees under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of the Contract, as well as a comparison of Contractor's budgeted loss during the period for improper/illegal use of Cards to Contractor's actual loss. If at any time the Registrar-Recorder/County Clerk reasonably determines that a then-current Transaction Fee is not supported by the applicable detailed documentation, the Contractor shall accordingly reduce such Transaction Fee. If a Transaction Fee is reduced under this Paragraph 5.3 during the Initial Term, the Contractor may obtain an increase in such Transaction Fee up to the Transaction Fee in effect as of the Effective Date if, with respect to any semi-annual period during the Initial Term, the Contractor can demonstrate, to the reasonable satisfaction of the Registrar Recorder/ County Clerk with approval from County Counsel, a commensurate increase in the applicable Card discount

rates and/or other expenses of the Contractor which are permitted to be factored into such Transaction Fee under the terms of this Contract, as identified in Exhibit B (Pricing Schedule) of this Contract, or in the actual loss for improper/illegal use of Cards.

- 5.7** The amounts set forth on Exhibit B (Pricing Schedule) of this Contract includes all amounts necessary for all applicable California and other state and local taxes for the System and other Work performed by Contractor. County shall not be liable or responsible for reimbursement of any such taxes. Contractor will be solely liable and responsible for, and shall pay such tax directly to the State or other taxing authority.
- 5.8** For each Transaction, the Contractor may charge shipping charges to each Cardholder electing an expedited shipping option. Contractor shall not charge each such Cardholder shipping charges greater than the then current prices offered by the applicable shipping carrier to the general public for the expedited shipping option. County shall not be liable or responsible for reimbursement of any shipping charges. Contractor shall be solely liable and responsible for all such shipping charges, and shall pay such shipping charges directly to the carrier applicable. For clarity, Contractor is permitted to increase shipping charges assessable to a Cardholder any time the relevant shipping carrier increases its charges.
- 5.9** Notwithstanding anything to the contrary in this Contract, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract. Further, Contractor shall not be entitled to charge or collect from Cardholders, Transaction Fees or for any other payment of any money or reimbursement, of any kind whatsoever, for any Work provided by Contractor after expiration or termination of this Contract, except for Transactions processed prior to the termination or expiration of this Contract if the Transaction Fees are charged following such termination or expiration date.

5.10 Written Approval for Reimbursement

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

5.11 Notification of 75% of Total Contract Sum

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

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

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

5.13 Invoices and Payments

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

5.13.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

5.13.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

Department of Registrar-Recorder/County Clerk
Financial Services Section
accountspayable@rrcc.lacounty.gov

5.13.5 County Approval of Invoices

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

5.13.6 Intentionally Omitted

5.14 Intentionally Omitted

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

- 5.15.1 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).
- 5.15.2 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.
- 5.15.3 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.
- 5.15.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's 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 changes as they occur.

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

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

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

6.4 County's Project Monitor

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

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge if and when providing Services at County facilities.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 7.5.5 Contractor shall sign, attest, and adhere to Exhibit O (Background Check Attestation Form).

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related

to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments and Change Notices

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.

- 8.1.3 The Department Head or designee, may at their sole discretion, authorize extensions of the Contract term as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of the Contract term will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Department Head or designee with written approval by County Counsel.
- 8.1.4 For any change which is clerical or administrative in nature and/or does not affect any term or condition of this Agreement, a written change order ("Change Notice") may be prepared and executed by the Department Head or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

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

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within thirty (30) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within five (5) business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

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

8.7 Compliance with Civil Rights Laws

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

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

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

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

- For purposes of this paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of 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 Contract.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must promptly, without undue delay, make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

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

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

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with

job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

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

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 **Non-responsible Contractor**

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

8.12.4 **Contractor Hearing Board**

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

the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

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

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

8.17 Employment Eligibility Verification

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

8.18 Counterparts and Electronic Signatures and Representations

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

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

- 8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier. For avoidance of doubt, force majeure events shall not include (a) financial distress or the inability to make a profit or avoid a financial loss; (b) changes in market prices or conditions; (c) financial inability to perform its obligations; or (d) the Coronavirus COVID-19 pandemic.
- 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.

Each Party agrees, therefore, that, in addition to any other remedy it may have, a Party shall be entitled to seek injunctive relief (including temporary restraining orders, preliminary or permanent injunctions), specific performance of these Terms by the other Party and/or any other equitable remedies, without the necessity of proving actual damages or the posting of a bond or other security.

8.22 Independent Contractor Status

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

8.23 Indemnification

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

8.24 Intellectual Property Indemnification

8.24.1 The Contractor shall indemnify, hold harmless and defend County, its Special Districts, elected and appointed officers, employees and other agents (collectively, "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 any actual or alleged infringement of any third party's patent, copyright or other proprietary right, or any actual or alleged unauthorized trade secret disclosure (collectively in this Section 8.24), arising from or related to the operation and utilization of all or any portion of the System or other Work under this Contract. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.24 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, 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 required by law or this Contract, County shall be entitled to reimbursement for all such costs and expenses.

County shall inform the Contractor as soon as reasonably practicable of any Infringement Claim. Upon such notice by County, Contractor shall, in its reasonable judgment, and at no cost to County, as remedial measures, either (a) procure the right, by license or otherwise, for County to continue to use the System or any infringing component thereof to the same extent of County's License under this Contract, or (b) to the extent procuring such right to use the System is not commercially practicable, replace or modify the System or any infringing component thereof with another system or component in such a way that the resulting system and each and every one of its components shall have the quality and performance capabilities, at a minimum, equivalent to the quality and performance capabilities of the System and all of the component thereof, until it is determined by County that the System with all of its component has become non-infringing, non-misappropriating, and non-disclosing.

8.25 General Provisions for all Insurance Coverage

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

8.25.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 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.
- 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.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or

insurer(s), will be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements must be sent to:

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

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

8.25.3 Additional Insured Status and Scope of Coverage

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

8.25.4 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.

8.25.5 Failure to Maintain Insurance

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

8.25.6 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.

8.25.7 Contractor's Insurance Must Be Primary

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

8.25.8 Waivers of Subrogation

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

8.25.9 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.

8.25.10 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.

8.25.11 Claims Made Coverage

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

8.25.12 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.

8.25.13 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.

8.25.14 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.

8.25.15 **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.

8.26 **Insurance Coverage**

8.26.1 **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:	\$10 million
Products/Completed Operations Aggregate:	\$10 million
Personal and Advertising Injury:	\$10 million
Each Occurrence:	\$10 million

8.26.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$5 million dollars 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.

8.26.3 **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 dollars per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 **Unique Insurance Coverage**

- **Intentionally Omitted**
- **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.

- **Intentionally Omitted**

- **Crime Coverage**

A Fidelity Bond or Crime Insurance policy with limits of not less than \$10 million per occurrence. Such coverage must protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents must be named as an Additional Insured and Loss Payee as its interests may appear. This insurance must include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and must not contain a requirement for an arrest and/or conviction.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$15 million (per current contract).

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of not less than \$10 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 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, 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.

- **Intentionally Omitted**

8.27 Liquidated Damages

- 8.27.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.27.2 If the Department Head, or designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a

deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in Exhibit A (Statement of Work and Attachments), Attachment 2 (Performance Requirements Summary (PRS)) Chart hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 8.27.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.27.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 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.

8.29 Nondiscrimination and Affirmative Action

- 8.29.1 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.
- 8.29.2 Contractor certifies to the County each of the following:

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

8.29.3 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.

8.29.4 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.

8.29.5 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.

8.29.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.29 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.29.7 If the County finds that any provisions of this Paragraph 8.29 (Nondiscrimination and Affirmative Action) have been violated, such

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

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

8.30 Non Exclusivity

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

8.31 Notice of Delays

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

8.32 Notice of Disputes

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

8.33 Dispute Resolution Procedure

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Contract. All such disputes shall be subject to the provisions of this Paragraph 8.33 (such provisions are collectively referred to

as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance that County, in its discretion, determines should be delayed as a result of such dispute.

- (a) If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, excluding additional costs incurred by County for disputes resulting from County's delay or failure in the undertaking of its performance of its obligations hereunder or the SOW, or which are caused by County's employees, contractors, agents and representatives ("Excluded Delays and Costs") Except for Excluded Costs, Contractor shall promptly reimburse County for such County costs, as determined by County.
- (b) Subject to the Excluded Delays and Costs, if County fails to continue without delay to perform its responsibilities under the Contract which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

In the event of any dispute between the parties with respect to the Contract, Contractor and County shall submit the matter as follows:

- (a) Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- (b) If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- (c) If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's [insert responsible officer of Contractor] and the Chief Deputy to the RR/CC.

- (d) If the Chief Deputy to the RR/CC and Contractor's Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's Project Director and the RR/CC. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- (e) In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Contract and its rights and remedies as provided by law.

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Paragraph, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

Notwithstanding any other provision of the Contract, the parties' respective rights to terminate the Contract pursuant to Paragraph 8.42 (Termination for Convenience), Paragraph 8.43 (Termination for Default), Paragraph 8.44 (Termination for Improper Consideration), or Paragraph 8.45 (Termination for Insolvency), of this Contract, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims at any time, including after any such termination or such injunctive relief has been obtained.

8.34 Notice to Employees Regarding the Federal Earned Income Credit

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

8.35 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is

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

8.36 Notices

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

8.37 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 or a party's employee initiating employment opportunities with the other party.

8.38 Public Records Act

8.38.1 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 8.40 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend

and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 Publicity

8.39.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as expressly necessary to Contractor's employees and contractors that are involved in Contractor's provision and fulfillment of Contractor obligations hereunder and the services under the Statement of Work, or as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

8.39.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.39 (Publicity) will apply.

8.40 Record Retention and Inspection-Audit Settlement

8.40.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, under confidentiality obligations to the County, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information related to the Services being provided under the relevant Statement of

Work, 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

- 8.40.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then, subject to applicable laws, 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).
- 8.40.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.40.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.41 Recycled Bond Paper

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

8.42 Subcontracting

- 8.42.1 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.

- 8.42.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.42.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.42.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.42.5 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.
- 8.42.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.42.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.42.8 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:

8.43 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 8.43 (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 8.45 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

8.44 Termination for Convenience

8.44.1 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.

8.44.2 After receipt of a notice of termination in accordance with the above-stated notice periods, and except as otherwise directed by the County, the Contractor must:

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

8.44.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.40 (Record Retention and Inspection-Audit Settlement).

8.45 Termination for Default

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

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

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

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

schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.45.4 If, after the County has given notice of termination under the provisions of Paragraph 8.45 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.45 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.44 (Termination for Convenience).
- 8.45.5 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Improper Consideration

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

8.47 Termination for Insolvency

- 8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

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

8.47.2 The rights and remedies of the County provided in this Paragraph 8.47 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 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.

8.49 Termination for Non-Appropriation of Funds

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

8.50 Effect of Termination

8.52.1 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: (a) Contractor

shall continue the performance of this Contract to the extent not terminated. (b) Contractor shall cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to County all completed Services and Services in progress, in a media reasonably requested by County. (c) County will pay to Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate). (d) Contractor shall return to County all monies paid by County, yet unearned by Contractor, including any prepaid fees if applicable. (e) Contractor shall promptly return to County any and all of the County's Confidential Information that relates to the portion of the Contract or Services terminated by County, including all County Data, in a media reasonably requested by County.

- 8.52.2 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.
- 8.52.3 Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, 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 shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition.
- 8.52.4 For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in an Amendment. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of optional work to assist County to transition System operations from Contractor to County or County's designated third party ("Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by Contractor, Contractor shall perform Transition Services at no cost to County. Contractor shall

provide County with all of the Transition Services as provided in this Subparagraph 8.52.4. 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. Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder.

8.52.5 Contractor shall promptly return to County any and all County Confidential Information, including County Data that relate to that portion of the Contract and Services terminated by County.

8.51 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.

8.52 Waiver

No waiver by a party of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.52 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.53 Warranty Against Contingent Fees

8.53.1 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.

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

8.54 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](#).

8.55 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 8.54 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.56 Arm's Length Negotiations

This Contract is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Contract is to be interpreted fairly as between the Parties, and not strictly construed as against either Party as drafter or creator.

8.57 Rights and Remedies

The rights and remedies of County provided in any given Paragraph as well as throughout the Contract, are nonexclusive and cumulative with any and all other rights and remedies under this Contract, at law, or in equity.

8.58 Time Off for Voting

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

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

8.59 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.

8.60 Intentionally Omitted

8.61 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.

8.62 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.

8.63 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.

8.64 Injury and Illness Prevention Program

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

8.65 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the

Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and will support the Contractor's defense and settlement thereof.

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

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

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

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

and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Intentionally Omitted

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance with County’s Women in Technology Hiring Initiative

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

9.13 Intentionally Omitted

9.14 Warranties

9.14.1 Contractor hereby represents and warrants to County that the System Software, as applicable, shall perform in accordance with the Specifications set forth in the SOW, this Contract, and any related documentation, including any exhibits and amendments thereto, commencing the Effective Date until the expiration date of this Contract, including any Extension period thereafter.

9.14.2 Contractor represents and warrants that (a) Contractor has the full power and authority to grant the License and all other rights granted by this Contract to County, (b) no consent of any other person or entity is required by Contractor to grant such rights other than consents that have been obtained and are in effect, (c) County is entitled to use Software without interruption of the System use, subject only to County's

obligation to make the required payments and compliance with the terms of any applicable license Contract, (d) this Contract and any applicable Software, licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors, (e) during the Term, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the System, and any part thereof in accordance with this Contract, and (f) neither the performance of this Contract by Contractor, nor the license to, and use by, County and use of the System in accordance with this Contract will in any way violate any non-disclosure Contract, nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party nor constitute any infringement or other violation of any copyright, trade secret, trademark, service mark, patent, invention, proprietary information, or other rights of any third party.

- 9.14.3 All Tasks, Subtasks, Deliverables, goods and services, and other Work shall be performed in accordance with the timelines and specifications of the Statement of Work and by experienced, qualified and, if appropriate, licensed or certified personnel.
- 9.14.4 Contractor shall, in the performance of all Work strictly comply with the descriptions and representations (including, but not limited to, Deliverable Documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions and requirements) as set forth in the SOW.
- 9.14.5 Contractor shall supply sufficient staff to discharge its responsibilities here under as necessary to comply with the timelines and specifications under the SOW.

9.15 Production Use of the System

With respect to each Package, following System installation by Contractor and prior to Acceptance of the System by County, County shall have the right to use System for such Package in Production Use where County determines it is necessary for County operations. Such Production Use shall not restrict Contractor's performance under this Contract and shall not be deemed to be County's Acceptance of the System for such Package.

9.16 System Tests and Acceptance by County

9.16.1 General

With respect to each Package, Contractor shall achieve Acceptance of the System for such Package when (a) Contractor has fully completed and delivered to County all applicable Deliverable(s), including Deliverables associated with the Acceptance Tests, (b) County has Accepted all such Deliverables, (c) the System has operated thereafter in Production Use in accordance with the Specifications and otherwise with this Contract for ten (10) consecutive Days with no Deficiencies, as determined in the sole judgment of County's Project Director (d) Contractor has fully completed and delivered to County all other requirements of Deliverables of such Package, and (e) County's Project Director has accepted Deliverables of such Package.

9.16.2 Acceptance Tests

With respect to each Package, County may conduct any and all tests, at County's sole discretion, to establish System functionality and reliability and verify that the System operates in accordance with the Specifications and otherwise with this Contract, with the assistance of Contractor. Such tests will be set out in connection with Deliverables of each Package. Such tests (with respect to each Package, collectively "Acceptance Tests") will include, but is not limited to, the following:

9.16.2.1 With respect to each Package, Initial System component test to determine whether each System component for such Package has been properly installed and is working in accordance with all applicable Specifications and otherwise with this Contract;

9.16.2.2 With respect to each Package, Integrated System component test to determine whether each System component for such Package interfaces and integrates with other System components for such Package already installed and whether each such System component can be used in the approved operating configuration and operates in accordance with all applicable Specifications and otherwise with this Contract; and

9.16.2.3 With respect to each Package, Final System Test to ensure that all System components for such Package and of all previous updates and modifications interface and integrate with System and each other in the approved operating

configuration and operate in accordance with all applicable Specifications and otherwise with this Contract.

9.16.3 Failed Acceptance Testing

With respect to each Package, if County's Project Director makes a good faith determination that a System component has not successfully completed an Acceptance Test, County's Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall immediately commence efforts to complete, as quickly as possible, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Contractor shall notify County's Project Director when such corrections, repairs and modifications have been completed, and the Acceptance Tests shall begin again. If, after the applicable Acceptance Test has been completed for a second time, County's Project Director makes a good faith determination that the System component or System again fails to pass the applicable Acceptance Test, County's Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System component or System failed to pass the applicable Acceptance Test. Contractor shall to complete, such necessary corrections, repairs and modifications to the System component or the System as will permit the System component and the System to be ready for retesting. Such procedure shall continue until such time as County's Project Director notifies Contractor in writing either: (a) of the successful completion of such Acceptance Test or (b) that County has concluded in its sole judgment that satisfactory progress toward such successful completion is not being made, in which latter event County shall have the right, in County's sole judgment, to terminate this Contract in accordance with Paragraph 8.45 (Termination for Default), as a non-curable default with respect to (i) one or more System components, or (ii) if County believes the failure to pass the applicable Acceptance Test materially affects the function or desirability to County of the System as a whole, the entire Contract, in each case, without any further obligation owing to Contractor whatsoever.

9.17 Deficiencies

9.17.1 Deficiencies

As used herein, the term "Deficiency" shall mean and include, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, error, or defect in the

design, development, or implementation of Work; any error or omission, or deviation from the Specifications or from published or mutually agreed upon industry standards, or any other malfunction or error, including the provision of negligent or substandard workmanship, which results in the System not performing in accordance with the provisions of this Contract, including the SOW, as determined by County's Project Director in his reasonable judgment.

County shall also be entitled to the correction of Deficiencies which do not affect the performance of the System, or are not material ("Minor Imperfection"), provided, however, that the failure by Contractor to remedy such Minor Imperfection, so long as Contractor diligently continues to attempt to remedy such Minor Imperfection, shall not be deemed a breach of this Contract unless the cumulative effect of such Minor Imperfections is material to the performance of the System.

9.17.2 Corrective Measures

County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three [3] Days) to either Contractor's Project Director or Project Manager, of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall promptly commence corrective measures to remedy such Deficiency in accordance with the provisions of this Contract including the SOW. Contractor shall diligently continue to remedy such Deficiency, including Minor Imperfections to its utmost capabilities. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System that is defective, including Software, or other material, or create an Update, in order to remedy any Deficiency.

9.17.3 Approval

No Deficiency shall be deemed remedied until all necessary remedial action has been completed and approved in writing by County's Project Director, which approval shall not be unreasonably withheld.

9.18 Maintenance and Support Services and Operations Services

9.18.1 Maintenance and Support Services

Without limiting Paragraph 3.0 (Work), with respect to each Package, commencing upon the date on which Contractor achieves Acceptance of the System for such Package, Contractor shall provide support and maintenance services for the System of such Package (with respect to each Package, collectively "Maintenance and Support Services") during the Term at no additional cost to the County. Without limiting the foregoing, Maintenance and Support Services shall include, with respect to each Package, the provision of (a) all goods and/or Services necessary to correct any and all Deficiencies that occur during the Term of this Contract, including reprogramming System Software, repairing or replacing System Hardware and re-performing Services, (b) County-authorized upgrades, updates, enhancements, revisions, improvements, bug fixes, patches, and modifications, other than Custom Programming Modifications, to the System Software, in whole or in part, including to keep the System performing in accordance with applicable laws, rules and regulations, and to keep the System Software operating in accordance with the Specifications and otherwise with this Contract (with respect to each Package, collectively "Updates") and (c) County-requested customizations and modifications to the System designed to revise the System to meet County's evolving business and/or technical requirements (together with all Source Code, object code and Documentation, with respect to each Package, collectively "Custom Programming Modifications").

With respect to correcting Deficiencies, County's Project Director shall notify Contractor in writing, or if not practicable, orally (with written notice to follow within three (3) Days) to either Contractor's Project Director or Project Manager (or through other means identified in the applicable Package), of any Deficiency. Upon a notice from County or Contractor's discovery of a Deficiency, Contractor shall commence corrective measures to remedy such Deficiency in accordance with the timeframes set forth in the applicable Package.

Contractor shall diligently continue corrective measures until such Deficiency is corrected. Contractor acknowledges that it may be required to repair, replace or reinstall all or any part of the System Software and/or System Hardware in order to correct a Deficiency. No Deficiency shall be deemed corrected until approved in writing by County's Project Director.

County's Project Director will initiate any County-requested Custom Programming Modifications by submitting a Custom Programming Modification Request Form substantially in the form of Exhibit N hereto (each a "Custom Programming Modification Request") to Contractor's Project Director. With respect to each County-requested Custom Programming Modification, the Parties thereafter will proceed in accordance with Subtask No. 9.2 of the applicable Package.

With respect to the installation and implementation of any Update or Custom Programming Modification, the Parties shall mutually agree upon acceptance tests for such Update or Custom Programming Modification. The installation and implementation of each Update and Custom Programming Modification shall be subject to the testing and Acceptance procedures, including, without limitation, with respect to obtaining Certificates of Completion, except that the Parties shall use the applicable tests developed pursuant to this Paragraph. Upon Contractor's completion and delivery, and County's Acceptance, of each Update and each Custom Programming Modification, such Update and such Custom Programming Modification shall become part of and be included as the System for all purposes under this Contract.

9.18.2 Operations Services

Without limiting Paragraph 3.0 (Work), with respect to each Package, commencing upon the date on which Contractor achieves Acceptance of the System for such Package, Contractor shall provide operations services for the System of such Package (with respect to each Package, collectively "Operations Services") during the Term at no additional cost to the County.

9.19 Ownership and License

9.19.1 Ownership

9.19.1.1 The System Software provided to County pursuant to this Contract, other than Third Party Software, shall remain the property of Contractor, and all such software is subject to the License granted to County pursuant to Sub-Paragraph 9.19.2 (License). Third Party Software shall remain the property of, and is

subject to the licenses granted by its third party owner.

9.19.1.2 Ownership of Background Intellectual Property and System Software. Contractor retains all right, title and interest in and to any such Background Intellectual Property and System Software (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into Work Product or required for County to fully exploit such Work Product or the System, Contractor hereby grants to County a perpetual, irrevocable, fully paid up, royalty free, transferable, sub-licensable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the Work Product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL." Notwithstanding any other provision of this Contract, County shall not be obligated or liable in any way under this Contract for: (a) any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and (b) any Contractor proprietary and/or confidential materials not plainly and prominently marked with restrictive legends.

9.19.1.3 Ownership of County Data. All County Data provided or made accessible by County to Contractor is and shall remain the property of County. Upon termination or expiration of the Contract for any reason, or

upon County's written request at any time, the Contractor shall provide County, at no additional cost and no later than fifteen (15) calendar days after the termination, expiration or the County's request, any County Data (including any County Data or information stored as part of the System) or other proprietary Data belonging to the County stored within the System. Such Data will be provided to the County on an external media drive in a platform-agnostic format or in any specific format reasonably requested by County. At the County's option, the Contractor shall destroy all originals and copies of all such Data, and other related information or documents.

9.19.1.4 Ownership of Work Product. Contractor hereby assigns, transfers and conveys to County, exclusively and perpetually, all rights, titles, and interests throughout the world it may have or acquire in the Work Product, including without limitation all intellectual property or other proprietary rights (including without limitation copyrights, patents rights, trade secret right, rights of reproduction, trademark rights, rights of publicity, and the right to secure registrations, renewals, reissues, and extensions thereof) (collectively "Intellectual Property Right(s)) therein or otherwise arising from the performance of this Contract. No rights of any kind in and to the Work Product, including all Intellectual Property Rights, are reserved to or by the Contractor or will revert to Contractor. Contractor agrees to execute such further documents and to do such further acts, at County's expense, as may be necessary to perfect, register or enforce County's ownership of such rights, in whole or in part. If Contractor fails or refuses to execute any such documents, Contractor hereby appoints County as Contractor's attorney-in-fact (this appointment to be irrevocable and a power coupled with an interest) to act on Contractor's behalf and to execute such documents. Contractor hereby forever waives and agrees never to assert

against County, its successors or licensees any and all "Moral Rights" Contractor may have in Work Product even after expiration or termination of this Contract. For clarity, the County acknowledges and agrees that Services provided under the SOW do not constitute Work Product.

9.19.2 License

Contractor grants to County an irrevocable license (the "License"):

- (a) To use, run, store and display the System Software (collectively, "Use") as expressly provided in the relevant SOW;
- (b) To use and copy the Documentation as necessary or appropriate for County to fully enjoy and exercise the License;

The License commences upon the Effective Date and continues for the Term.

9.19.3 License Restrictions

- (a) No license, right or interest in any trademark, trade name or service mark of Contractor or any third party from whom Contractor has acquired License rights is granted under this Contract.
- (b) The system Software and/or Documentation developed pursuant to any License and rights granted hereunder may not be sold, licensed or sublicensed, assigned or otherwise transferred, in whole or in part, by County.
- (c) County will not reverse engineer, disassemble, decompile or decode the System Software.

9.20 Licenses, Permits, Registrations, Accreditation, and Certificates

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations and/or by this Contract, which are applicable to the Work under the Contract.

Contractor shall further ensure that all of its officers, employees, Subcontractors, and other agents who perform Work hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines, and directives, shall be provided, in duplicate, to the County's Contract Project Monitor at the address herein provided in Exhibit F (County's Administration).

9.21 Third Party Software

9.21.1 Certain System Software, being the operating software and no other software (hereinafter "Third Party Software"), is owned by third parties, and Contractor represents and warrants that it has not modified and will not modify, nor does Contractor have any need to modify, such Third Party Software in order for the System to fully perform in accordance with all requirements of this Contract. Contractor represents and warrants that it does not have any license or other right to modify such Third Party Software and that such Third Party Software shall be provided to County in the same unmodified form as received by Contractor from the applicable third party. Contractor represents and warrants that such Third Party Software shall, together with the remainder of the System Software, fully satisfy all requirements of the Contract without the need for any modification of the Third Party Software by Contractor or otherwise.

9.21.2 County acknowledges that it may have to execute certain third party license Contracts in respect to the Third Party Software. These third party license Contracts shall be at no cost to County and shall include reasonable terms and conditions as determined by County. To the extent that any such third party license Contract conflicts with this Contract as it applies to County's right to use the System Software or modify the System Software (other than the Third Party Software), Contractor shall take all necessary action and pay all sums required to provide County with all the rights to use and modify the System Software (excluding modification of the Third Party Software) afforded by this Contract. Contractor warrants that whether or not such third party license Contracts are required of County, County shall receive licenses of all of the Third Party Software that will allow use of the System Software in accordance with

all of the terms of this Contract. Without limiting the foregoing, Contractor shall be responsible for acquiring for and delivering to County, at the cost of Contractor, licenses permitting the use of all other Third Party Software for an unlimited number of users, which licenses do not in any way limit County's rights pursuant to Paragraph 9.19.2 (License).9.21.3 In the event it nonetheless becomes necessary to modify such Third Party Software to satisfy any of the requirements of this Contract, Contractor shall promptly, at no cost to County, either: (1) obtain a license from the appropriate third party which shall enable Contractor to modify such Third Party Software, and Contractor shall provide all necessary modifications or (2) to the extent that Contractor is unable to obtain such a license, provide an upgrade or alternative solution, which is functionally equivalent, in County's Project Director's and County Project Management's reasonable determination, in lieu of modifying such Third Party Software. If County exercises its option to terminate this Contract for convenience pursuant to Paragraph 8.44 (Termination for Convenience), the obligations of Contractor as set forth in this Paragraph 9.21 (Third Party Software) shall be null and void. Nothing herein shall require Contractor to pay for a new release, version, or revision of Third Party Software, which is not otherwise provided under maintenance and support.

- 9.22.1 Except for the System and all patent, copyright, trademark, trade secret and other proprietary rights therein, County shall be the sole owner of all rights, title and interest in and to all plans, reports, acceptance test criteria, acceptance test plans, statements of work, departmental procedures and processes, diagrams, facilities, tools, and information developed by County or by Contractor pursuant to and for delivery to County under the Contract which are originated or created through the Contractor's Work pursuant to this Contract, and all patent, copyrights, trademark, trade secret and other proprietary rights therein (collectively "County Product").
- 9.22.2 Notwithstanding the foregoing, during the Term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during, and for five (5) years subsequent to, the Term of this Contract, any and all such working papers and all information contained therein.

- 9.22.3 Contractor hereby transfers to County all of Contractor's right, title and interest in and to the County Product. Upon request of County's Project Director, Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Product. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license or otherwise transfer any and all County's right, title and interest in and to the County Product.
- 9.22.4 As requested in writing by County's Project Director, Contractor shall affix the following notice to County Product developed under this Contract: "© Copyright 20_ (or such other date of first publication), County of Los Angeles. All rights reserved". Contractor shall affix such notice as directed by County.
- 9.22.5 Contractor shall take reasonable steps to protect all such County Product from loss or damage by any cause, including fire and theft.
- 9.22.6 The System and any other materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, together with all patent, copyright, trademark, trade secret and other proprietary rights (collectively "Contractor Product"), which the Contractor desires to use hereunder, and which the Contractor considers to be trade secret, proprietary or confidential, must be specifically identified by the Contractor to the County's Project Management as trade secret, proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Trade Secret", "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.22.7 Subject to Paragraph 9.17.9 and Paragraph 8.39 (Public Records Act), the County will use reasonable means to ensure that the Contractor Product is safeguarded and held in confidence. Subject to Paragraph 9.17 .9 and Paragraph 8.39 (Public Records Act), the County agrees not to reproduce, distribute or disclose to non-County entities any such Contractor Product without the prior written consent of the Contractor.

- 9.22.8 Subject to Paragraph 9.11.2 (License), Contractor hereby grants County an irrevocable license to use the Contractor Product for the Term.
- 9.22.9 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.15.7 for any of the Contractor Product which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.15.7 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.23 New Technology

Without limiting Contractor's obligation to provide County Updates as a part of Maintenance and Support Services, Contractor and County acknowledge the probability that the technology of the System (or any portion thereof) provided under the Contract will change and improve during the Term. County desires the flexibility to incorporate into the System any new technologies, as they may become available. Accordingly, Contractor's Project Manager shall, promptly upon discovery and on a continuing basis, apprise County's Project Director of all new technologies, methodologies, and techniques, other than Updates, that Contractor considers being applicable to the System (or any portion thereof). Upon County's request, Contractor shall provide, in writing, a description of such new technologies, methodologies, and techniques, and shall indicate the advantages and disadvantages of incorporating the same into the System, and provide an estimate of the impact such incorporation will have on the performance of the System (or any portion thereof) and any impact on the Service cost. County, at its discretion, may request that the Contract be amended to incorporate the new technologies, methodologies and techniques into the System (or any portion thereof) pursuant to the provisions of Paragraph 8.1 (Amendments and Change Notices) of this Contract.

9.24 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.25 Use of County Seal and/or Department of Registrar-Recorder/County Clerk (Department) Logos

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

10.0 Survival

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

- Paragraph 1.0 Applicable Documents
- Paragraph 2.0 Definitions
- Paragraph 3.0 Work
- Paragraph 5.12 No Payment for Services Provided Following Expiration-Termination of Contract
- Paragraph 7.6 Confidentiality
- Paragraph 8.1 Amendments and Change Notices
- Paragraph 8.2 Assignment and Delegation/Mergers or Acquisitions
- Paragraph 8.6 Compliance with Applicable Law
- 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	Intellectual Property Indemnification
Paragraph 8.25	General Provisions for all Insurance Coverage
Paragraph 8.26	Insurance Coverage
Paragraph 8.27	Liquidated Damages
Paragraph 8.36	Notices
Paragraph 8.38	Public Records Act
Paragraph 8.40	Record Retention and Inspection-Audit Settlement
Paragraph 8.44	Termination for Convenience
Paragraph 8.45	Termination for Default
Paragraph 8.51	Validity
Paragraph 8.52	Waiver
Paragraph 8.63	Prohibition from Participation in Future Solicitation
Paragraph 8.65	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

LEXISNEXIS VITALCHEK NETWORK, INC.

DEAN C. LOGAN

Registrar-Recorder/County Clerk

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

TAX IDENTIFICATION NUMBER

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Deliverable Acceptance Document (DAD)
- M** Invoice Deficiency Report
- N** Custom Programming Modification Request Form
- O** Background Check Attestation Form
- P** Debarment Certification

STATEMENTS OF WORK AND ATTACHMENTS

**STATEMENT OF WORK
PACKAGE 1 – ONLINE TRANSACTIONS**

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Online Transactions. County's expectation is that the resultant Contractor must have the capability to process at least five hundred fifty (550) Online Transactions per day for Vital Records, one hundred fifty (150) Online Transactions per day for Fictitious Business names and meet all service levels set forth in this Package. The number of Online Transactions per day is an expectation and does not guarantee a certain amount of business. During the Term of the Contract, Contractor shall ensure its capacity to process increasing volumes of Online Transactions maintaining all the service levels specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package, and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) developing a software system to link the Department of Registrar-Recorder/County Clerk (Department) website to a Contractor-hosted website for accepting Vital Record orders, Fictitious Business Name Statements orders and Card information/payments; (ii) developing an Interface with Department's existing Vital Records System for researching requested Vital Records; (iii) conducting electronic authentication or receiving faxed notarized Certificate of Identity form from each customer and securely transmitting said documents to Department in digital format; (iv) developing an interface with Department's existing Business Filings System for processing orders; (v) providing Workstations with dedicated communication/data lines; (vi) securely transmitting completed requests to Department for processing; (vii) arranging for expedited mail services when customers select this option; (viii) providing Operations Services and Maintenance and Support Services as described in this Package; (ix) providing the level System security described in this Package; (x) collecting of all fees; (xi) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 the body of the Contract; and (xii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System, which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support and related project management and other services to accomplish all of the Tasks set forth in this Package including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package shall include functions that directly support Department's existing website. The System must operate in accordance with the requirements set forth in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all Work described in this Package or the Contract shall be performed by Contractor, and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word .docx
- Microsoft Project .mppx
- Microsoft Excel.xlsx
- Portable Document Format. pdf

2. COUNTY OBLIGATION

County and Contractor agree that, in order to provide and to optimize the results of the Services under this SOW to the County, and to maximize the benefits to consumers seeking to obtain vital records available under this Contract and SOW, the County will establish, provide and maintain a working image link on the County's website directing consumers to the VitalChek's website ("Link"). County agrees to use only trademarks, logos and other brand elements relating to VitalChek's website as expressly provided by Contractor with no changes, including, changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols (collectively, "Brand Features"). County agrees that each Link connecting users of its website to our site will in no way alter the look, feel, or functionality of our site, or animate, morph, or otherwise distort in perspective or appearance the VitalChek Brand Features. County agrees that Contractor, at any time, may require County to change any Brand Features of the Link image and other Brand Features upon written notice to County. County may not capture Contractor's webpages within County's frames, or present Contractor's website content as County's own.

3. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: PROJECT PLAN

- (a) Contractor shall prepare a Project Plan (the "Plan") which shall be a comprehensive and detailed plan for the System implementation consistent with this Package that includes the following areas:
- Planning and Direction to include timeline of three (3) months to complete the Plan.
 - Staffing and Team Management with roles and responsibilities.
 - Compliance with Data Security Guidelines.
 - Incorporating County's business processes, security and technical requirements as stated in this Package.
- (b) The Plan shall include the following:
1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years' experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
 2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.
 3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the

System Software, System Hardware and/or Services, for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.

4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.
5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

- (a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.
- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within 48 hours.
- (c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.
- (d) Updates to the Plan based on the weekly Project Status Reports delivered under Subtask 1.4 will be reviewed and approved by County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final Project Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources, and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractors Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.
- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. The plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, quality assurance, outstanding issues and any proposed updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County

Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services, to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team member to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

1.6.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.6.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

- 1.6.1 An inspection system covering all Services listed in Exhibit A Statements of Work Attachment 2 (Performance Requirements Summary (PRS) Chart). It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections, and the title of the individual(s) who will perform the inspection.
- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents, at a high level, the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 1-A to this Package) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 1-B to this

Package) using representative Department data. Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

- 2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements.
- 2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture.
- Online architecture (Web and application server).
- Operations architecture to support:
 - Printing (Ad hoc & Production reports)
 - Security
 - High Availability
 - Data Archiving
 - Backup/Restore
 - Application Development
 - Application Training
 - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

a) **System Interface Strategy:** Contractor shall analyze the Department's existing Vital Records System Interface requirements and identify the Interfaces that will be developed for the implementation. For each Interface, the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Name and functional description.
- System source and/or destination.
- Frequency, whether one or two way.
- Whether online or manual.
- Proposed tool(s) to be used for development and implementation.
- Impacts, if any, on conversion, configuration, security and technical architecture.
- Description of the impacted objects.
- File transfer approach and requirements.
- Data management and header / control record requirements.
- Security requirements (e.g. file authentication and verification methodology).
- Error handling and restart / recover approach.
- Other software components required (e.g. error and exception reports).
- Proposed tool to be used for development and implementation.
- Interface credit payment transaction to Department's existing Point of Sale System.
- Testing.

b) Contractor shall analyze how to integrate with Department's Point of Sale System (Refer to Attachment 1-E to this Package). Strategy to address but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:

- Physical assessment of counter/desk space.
- Communication/data line assessment.
- Interface credit payment transaction to Department's Point of Sale System.
- Testing.

Subtask 2.3 Deliverable:

2.3.1 Analyze integration with the existing Vital Records System and provide a written report of findings.

2.3.2 Analyze integration with Point of Sale System and provide a written report of findings.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 3 – DEVELOPMENT, INSTALLATION, AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: WEBSITE DEVELOPMENT, INSTALLATION, AND CONFIGURATION

The Contractor shall develop, install and configure website which has the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), to this Package and performs in accordance with the Specifications and otherwise with this Contract.

The webserver and website shall be installed and configured using the Contractor's own hardware, hosted at the Contractor's location, with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff.

Subtask 3.1 Deliverable:

Develop, install and configure a website which has the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), in each case, to this Package and perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION

a) Contractor shall develop and install the Interface to Department's existing Vital Records System. Contractor's software must extract information from customer's order and place it on the search screen from the Vital Records

Interface installation and configuration shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

- b) Contractor shall develop and install the Interface to Department's existing Point of Sale System. Interface installation and configuration shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Subtask 3.2 Deliverables:

- 3.2.1 Deliver a complete Interface to Department's existing Vital Records System and install and configure to set requirements.
- 3.2.1 Deliver a complete Interface to Department's existing Point of Sale System and install and configure to set to requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: INSTALLATION AND CONFIGURATION OF WORKSTATION

Contractor shall supply all hardware, equipment, and materials for the Workstations in Subtask 3.3 with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director. The Workstations shall be set-up to process Card payments by communicating with Authorization Server, to print search slips, mailing labels, summary reports and proof ACH as required herein.

- 3.3.1 Workstations shall be installed at the following designated area:

DESIGNATED AREA:	QUANTITY OF WORKSTATIONS
Birth, Death & Marriage	8

Contractor may be required to install additional Workstations as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

3.3.2 Workstations:

- 1) Each workstation will be set-up to include:
 - a) 27" monitor or larger.
 - b) Network connectivity (between the County and Contractor).

- c) Local Laser printer.
 - d) System Hardware (specifications refer to Attachment 1-D).
- 2) Laser Printers: Contractor shall install eight (8) laser printers for printing summary reports, search slips and proof Automated Clearing House (ACH) payment. Printers shall accommodate all on-site printing associated with the Contract. Contractor shall also provide all consumables, with the exception of paper, required by the printers. Contractor shall keep no less than two (2) spare printers on site, which will ensure less down time and reduce any printing backlog.
- 3) Fax Machines: Contractor shall install and support one(1) high-speed fax machines. Fax machines are necessary to accept orders from customers when Contractor provided scanned copies are not readable or address other order issues. Contractor shall provide and maintain the communication line necessary for the fax machines and all consumables, with the exception of paper, required by the fax machines. Contractor shall keep one (1) spare fax machine on site, which will ensure less down time and reduce any order backlog.

Subtask 3.3 Deliverables:

Install and configure Workstations which have the functionality described in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements), including required consumables, laser printers, fax machines with communication lines to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.4: DOCUMENTATION

Contractor shall provide operator's/user's guides and other Documentation for the development, installation and confirmation of website, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverable:

3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3.0

3.4.2 Updated operator's/user's guides and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 – SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by, or on behalf of, Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card Processor or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, Services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within 72 hours of Contractor's notification of decertification, a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.

4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and a corrective action plan.

4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: FILE TRANSFER AND ONLINE TRANSACTIONS

Contractor shall install and configure a dedicated data server for the Secure File Transfer Protocol (SFTP).

Contractor shall maintain File Transfer Protocol (FTP) file encryption of using a minimum of 256-bit Advanced Encryption Standard (AES) for all data exchanges between County and Contractor. All Online Transactions must be protected by public-key encryption utilizing Secure Socket Layer (SSL) Internet Security Protocol. Should another encryption standard be required or proposed, then both the County's Project Manager and Contractor shall meet and agree. Any changes to the security level shall be documented in writing.

Contractor shall use and require use of SSL version 3, of at least 128-bit Triple Data Encryption Standard (Triple-DES) for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor. Contractor is responsible for maintaining a current SSL certificate for all portions of the System hosted by Contractor and all portions of the System hosted or housed by County but maintained by Contractor.

The applicable portions of the System shall validate end-user browser to ensure support of SSL of at least 128-bit Triple-DES encryption, if not, the applicable portions of the System shall show County directed error message to End-User.

Subtask 4.2 Deliverables:

- 4.2.1 Install and configure a secure FTP Data server to retrieve incoming orders.
- 4.2.2 Maintain FTP file encryption using 256-bit AES for all data exchanges.
- 4.2.3 Meet requirement of utilizing SSL of at least 128-bit Triple-DES and maintain SSL certificate.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall, at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2 and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes the components and devices involved in the processing of a transaction end-to-end, written code, techniques used and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.3 Deliverables:

- 4.3.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.
- 4.3.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 3.3, 4.1, 4.2 and 5 of this Package.
- 4.3.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe. Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.
- 4.3.4 Annually thereafter on the anniversary of the Effective Date provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.4: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident which could

reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.4 Deliverables:

4.4.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Manager.

4.4.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 – REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, total fees by date and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County

Task 5 Deliverables:

5.1 Provide System capability to generate various accounting reports.

5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverables 5.1 through 5.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist Department in confirming the availability of:

- Data back-up and recovery procedures
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing of all System Hardware (PC's, Printers, etc.)
- Integration to required existing Department systems
- Reports tested

Contractor shall assist Department staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed a checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate). Among other items, this checklist will assist Department in confirming the availability of:

- Updated departmental processes, policies and procedures.
- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.
- 24/7 Help desk established to assist customers placing orders via the Internet.

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 1-A (Functional Requirements) and Attachment 1-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor, which will include, but not be limited to, the following steps:

1. Submit an order for Vital Records via the Internet. Import the request into the System and review the customer data for accuracy.
2. Process the customer order with a corresponding bar code that links with the order.
3. Test Interface into Department's existing Vital Records System, searching record by Certificate Number (document number on the birth, death and marriage certificate).
4. Test Interface to Department's existing Point of Sale System
5. Print certified copy.
6. Reconcile payments at backend.
7. Run all reports.
8. Generate bar code mailing labels.

The Test Plan shall also include a full end-to-end System test with Contractor's assistance and certify readiness of System.

Subtask 8.1 Deliverable:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan identifying anomalies and taking corrective action.

Subtask 8.2 Deliverable:

If determined by County, assist County in conducting Acceptance Testing based on Acceptance Test Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 9.14 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County

Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including communication/data lines within twenty-four (24) hours of notification by Department.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.15 (Maintenance and Support Services; Operations Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%), fully redundant, and capable of processing transactions during each Day, with the exception of schedule maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination, and response) Authorization time which does not exceed seven (7) seconds response time for website and Department site assuming a 1.5 mega byte download DSL or higher.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 a.m. and 5:00 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, Department will schedule time for such services.
- 9.1.7 Contractor to provide written notification of regular Update no less than three (3) months prior to plan deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).
- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 8.0 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County data (including digital documents as well as order information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines, and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access to archived data via mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time, Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data to the County. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication Authorization Server, phone lines, and specific customizations, Monday through Saturday, 7:00 a.m. to 8:00 p.m., Pacific Time.

- 9.1.16 Diversified staff of programmers, developers, analysts, web specialists, telecommunications and e-commerce experts to assist County as needed.
- 9.1.17 Support services and support management for any software required to connect to remote Workstations located at Department.
- 9.1.18 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. The response time is as follows:
- Critical or serious production problem shall not exceed 30 minutes
 - Others shall not exceed twelve (12) hours
- In all circumstance, resolution shall be completed within forty-eight (48) hours after incident is identified.
- 9.1.19 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses but should provide custom response to question.
- 9.1.20 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. Pacific Time, except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: SUPPORT SERVICES FOR OPERATIONS (CUSTOMER)

Contractor shall provide technical support twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365)/three hundred sixty-six (366) days a year to assist customers placing orders via the Internet, toll-free telephone line or fax.

Contractor shall ensure that customer's average hold time for operational and technical support calls shall not exceed three (3) minutes. Contractor shall incorporate a mechanism to track customer complaints and take corrective action. Contractor will report the number of complaints and corrective action to County's Project Director through the Project Status Report on a monthly basis as specified in Subtask 1.6.

Subtask 9.2 Deliverables:

- 9.2.1 Provide customer operational and technical support via phone, fax, or email, twenty-four (24) hours a day/seven (7) days a week.
- 9.2.2 Contractor shall adhere to hold time requirement not to exceed three (3) minutes and provide a monthly Project Status Report.
- 9.2.3 Contractor shall report on customer complaints and corrective action through the Project Status Report on a monthly basis.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.3 – CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Contract, to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration
 - b) Design specification
 - c) System impact: database, user Interface, training, etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).

- 4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Task 9.3 Deliverables:

- 9.3.1 Develop and submit a System Design Report for requested Custom Programming Modification.
- 9.3.2 Develop a Project Plan for the completion of approved Custom Programming Modification.
- 9.3.3 Complete approved Custom Programming Modifications.
- 9.3.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10- TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual, and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End Users training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 to work with Department's staff to monitor the System processing in the Department's production environment. Operation Services are specified in Attachment 1-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services outlined in Subtask 11.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2: ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

4. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and Services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

The System function requirements are as follows. Proposer must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor, including the CISP and PCI Data Security Standard.		
2.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy .		
3.	System has the functionality to Interface with an IBM mainframe system (Department's existing Vital Records System) and SQL Server 2016 database system. (Refer to Task 12)		
4.	System accepts customer orders (including acceptance of all data fields necessary to locate applicable Vital Record in Department's existing Vital Records System refer to Attachment 1-B, Section 1.4) via the Internet and forwards application and certificate of identity for notarization to customer via e-mail in connection with each order. System holds order for five (5) business days and automatically cancels order if no application/ certificate of identity returned, and notifies customer of same.		
5.	System shall Interface with Department's Point of Sale System as described in Attachment 1-E)		
6.	System must track and prevent concurrent logins. This can stop session hijacking and session replay attacks.		

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
7.	System "Logout" function must terminate the session.		
8.	System must address how it will track state. For instance, it could be tracked by use of cookies, hidden tags, server-side, uniform resource identifier (URI), and uniform resource locator (URL) parameters. In addition, determine how state is stored (i.e., encrypted and date stamps) and how it is renewed (i.e., automatically, is a password requested, and is the old session identifier expired.)		
9.	System encrypts data at 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
10.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
11.	System can securely transmit completed, pre-authorized orders to Department no less than twice per day.		
12.	Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions during each Day, with the exception of schedule maintenance.		
13.	System can automatically search for requested documents in the existing Vital Records System stored at the Downey Center (note: In January 2009, database will be stored at Department)		
14.	System can generate search slip with all details of request printed on demand.		
15.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle at a minimum		

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
	350 Transactions per day for Department while meeting the Specifications.		
16.	Once the review by Department is complete the System authorizes all approved orders.		
17	System must assign bar code to application which ties application to the corresponding order in the System.		
18.	System can generate bar code mailing labels for expedited mail service.		
19.	System can generate customized reports on any or all Transactions daily and as needed.		
20.	System can calculate amounts due to County, County's Processing Vendor (if applicable) or service providers and generate payments via ACH. (Refer to Attachment 1-B, Section 3 and 4.		
21.	System retains and makes accessible as needed all Transaction information for the preceding twelve (12) months.		
22.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.		
23.	The web page must be cross-browser W3C (www consortium) compliant using HTML (hyper text mark up language) strict coding and CSS (cascading style sheets) where appropriate.		
24.	System Transaction roundtrip processing (request, determination & response) authorization time is seven (7) seconds. (System's response time for website and Department site, assuming a 1.5 mega byte download DSL or higher.)		

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
25.	System can generate a “No Find Letter” and email to customer.		
26.	System can generate an order confirmation notice and email status to customer.		
27.	System authorizes and processes payments in accordance with applicable Association Rules, Card Issuer rules and regulations, Card Processor rules and regulations.		

BUSINESS REQUIREMENTS

SECTION 1 –CARD PROCESSING

Vital Records

1.1 Overview of Online Transaction process:

- Customer places Vital Records order over the Internet.
- Contractor electronically authenticates the customer's identity by verifying their driver's license and banking information. If the customer does not pass Contractor sends customer a certificate of identity via e-mail to complete and have notarized. Contractor includes a bar code linking the application and certificate of identity to the customer's order and including details about the customer's order.
- Seven (7) seconds response time for website and Department site assuming a 1.5 mega byte download DSL or higher. Any delay over seven (7) seconds should be addressed by Contractor.
- Customer faxes completed, notarized forms to Contractor within five (5) calendar days of placing order.
- Contractor securely forwards complete orders (internet order w/ notarized application and certificate of identity) to Department at least twice per day. Contractor includes a bar code that links all complete orders to the applicable customer order.
- Department staff reviews paperwork for completeness and processes order through the System. Department will process any incomplete paperwork through normal correspondence process.
- Department staff prints out copy of certificate and prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- At 5:00 p.m. Pacific Time each day, System runs a settlement report of captured Card orders.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

BUSINESS REQUIREMENTS

Fictitious Business Names

1.2 Overview of Online Transaction process:

- Customer completes Fictitious Business Name Statement order over the Internet.
- Once order is approved by Department, information will be sent to Contractor.
- Contractor emails customer with a link to the storefront.
- Customer logs in and goes through the steps to electronically authenticate themselves and pay.
- Once order is paid Contractor sends transaction information back to Department.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

1.2 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365)/three hundred sixty-six (366) days a year to accept customer orders/payment for copies of Vital Records and processing Fictitious Business Name Statements over the Internet and allow customers to pay for said order by Card only.

1.3 Without limiting the other responsibilities set forth in this Attachment 1-B, this Package and/or elsewhere in the Contract, Contractor shall be responsible to:

1.3.1 Provide a toll-free telephone number with multiple lines for live technical support available twenty-four (24) hours a day/seven (7) days a week for customers encountering problems online.

1.3.2 Accept all necessary ancillary paperwork from the customer placing an order via the Internet for a Vital Record. Contractor will assign an identification bar code to include details of requested record.

1.3.3 Enter the customer's ordering information into a system capable of keeping the information readily accessible for at least twelve (12) months.

1.3.4 Send customer Certificate of Identity form via e-mail when necessary.

1.3.5 Receive customer's faxed/scanned **notarized** Certificate of Identity.

BUSINESS REQUIREMENTS

1.3.6 Convert any order and supporting documents to digital format for transmitting to Department.

1.3.7 Electronically transmit daily (calendar day) in an encrypted format of 256-bit AES acceptable to Department the order information and accompanying documents.

1.4 Data Retention:

Vital Records

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least twelve (12) months:

A. Application Information

- Reason for request
- Credit card authorization code
- Application identification number
- Fee amounts
- Mail service carrier
- Shipping address

B. Applicant Information

- Name
- Address
- Telephone
- Relationship to name on certificate

C. Certificate Information

- Type (birth, death, marriage)
- Name(s) on certificate
- Number of copies ordered

D. Search Information

- Event type (birth, death, marriage)
- Name(s) on certificate
- Father's name
- Mother's maiden name
- Event date
- Event municipality

Fictitious Business Name Statements

BUSINESS REQUIREMENTS

A. Application Information

- Credit card authorization code
- Order identification number
- Fee amounts

B. Applicant Information

- Name
- Address
- Telephone
- Email address

C. Certificate Information

- Type (new/renewal, abandonment/withdrawal)
- Name on Articles of Incorporation (AOI)

Contractor shall additionally retain such other information (a) as Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations and/or Card processor rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable third party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter no later than thirty (30) days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or third party audit, including non-County client required audits, hired audit/testing vendors and Visa/Mastercard required audits.

SECTION 3 – DELIVERY SERVICES

Contractor shall be responsible for the expedited mail services of all orders and shall:

- 3.1 Arrange for the expedited mail services to pick up daily between 2:00 p.m. and 4:00 p.m., Pacific Time, each business day at the Department headquarters in Norwalk, California.
- 3.2 Provide the Department with packing materials and pre-printed delivery labels containing the Department return address and Contractor's third-party billing number for expedited mail service delivery.

BUSINESS REQUIREMENTS

- 3.3 Provide the mailing information on bar code label to be used in conjunction with window envelopes. Department requires System generated bar code labels so that Department staff can scan the bar code with Contractor provided bar code reader to capture the information on the out-going order directly into the Department database to close out that particular order.
- 3.4 Assume full responsibility and guarantee payment of delivery fees to mail service providers on all orders processed through the Contractor's System.

SECTION 4 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract. Contractor shall:

- 4.1 Provide remote order acceptance and payment authorization Services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.2 Accept payment for remote charges from the customer via the web using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.3 Preauthorize payment for orders prior to transmission to the Department for processing with Authorization of payment for orders to occur in accordance with applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations. As part of the payment Authorization process, Contractor shall verify the address and telephone number of the requestor in order to provide a quick turnaround time for each order.
- 4.4 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.
- 4.5 Provide daily Transaction reports for daily accounting and reconciliation.
- 4.6 Generate ACH of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.
- 4.7 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 1-B) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

BUSINESS REQUIREMENTS

SECTION 5 – COUNTY RESPONSIBILITIES

- 5.1 County will process all Fictitious Business Name Statements for which payment was received from Contractor. All requests for which County is unable to process will be referred to appropriate Department section to notify customer.
- 5.2 County will process all Vital Records requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.
- 5.3 County will make available for pick up by Contractor's arranged expedited mail courier all located records using Contractor's generated mailing label for expedited mail service, if requested by customer.
- 5.4 County will inform Contractor of any errors or necessary adjustments within twenty-four (24) hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service the Contractor would need to adjust that portion back as well.

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure encryption on live, archived and transmitted data.
2. Ensure letters, memoranda and other documents containing personal information are accessible only by authorized personnel.
3. Ensure personal information stored electronically is protected from access by unauthorized persons.
4. Ensure that only personal information necessary to fulfill the Contractor's authorized functions are maintained by the Contractor.

BUSINESS REQUIREMENTS

5. Ensure staff working with personal information secure such information from casual observation or loss and that such documents or files are returned to secure location when not in use.
6. Ensure personal information is not inappropriately used, copied or removed from Contractor's control.
7. Ensure that personal information is adequately secured at all times.
8. Ensure any transmittal of personal information outside of Contractor's office is authorized by Contractor's Project Manager to make certain that confidentiality measures are followed in accordance with Paragraph 7.6 (Confidentiality) in the Contract.
9. Protect the confidentiality of personal information being transferred from the Contractor's office to other work units of the Contractor.
10. Ensure documents and files containing personal or health-related information that are obsolete or no longer needed are promptly and properly disposed.
11. Secure and maintain the following types of information for twelve (12) months from the end of the month in which such information was collected: dates of the vital events, places of the vital events, names and maiden names and identification documents provided. Maintaining such information shall enable Contractor to assist the Department in researching and investigating fraudulent activity. Contractor shall submit written verification to the Department through duly sworn and notarized affidavit of the confidential disposal of such information according to the prescribed schedule.
12. Ensure that documents and files containing personal information are electronically transmitted to the Department in an encrypted format acceptable to the Department.
13. Ensure that servers (authorization and data) and Workstations are sanitized at the end of their useful life span. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
14. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the update of operating system patches.
15. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

BUSINESS REQUIREMENTS

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SYSTEM SOFTWARE

To be created based upon Contractor's Proposal. Will include a listing of all System Software in the System, including the website, the Interfaces, the reporting software and whatever software Department staff accesses on the Workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum the System Hardware should be as follows. Should Contractor need to change specifications, then this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as Intel® Core™ 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)
4 GB 513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
300 GB 4 Single Serial ATA Hard Drive

Suggested configuration:

Video: VGA and 1 S-Video

IEEE 1394 - 1 front-panel 6-pin serial connector

USB: 8 Ports (2 Front, 6 Back) + 1 internal

Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround.

Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack

Network: Integrated Ethernet

Integrated 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long-range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

AUTHORIZATION SERVER:

Server-Class Machine such as HP ProLiant ML570 G4 3.4GHz High Performance Rack Server
Server HP ProLiant ML570 G4 High Performance Rack Server

Suggested configuration:

2 Dual-Core 64-bit Intel(r) Xeon(r) Processors 7140M (3.40GHz, 150 Watts, 800MHz FSB, 16MB L3 Cache)

RAID memory (requires 4 memory boards configured alike) 1st memory board 8GB Total REG PC2-3200 (4x2GB)

2-Rank memory Redundant Memory Board 8GB Total REG PC2-3200 (4x2GB)

2-Rank memory HP Smart Array P600/512 controller

**ATTACHMENT 1-D
PACKAGE 1 - ONLINE TRANSACTIONS**

3-HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive Dual 910/1300W hot plug power supplies Redundant hot plug fans HP Dual embedded NC371i Multi-function Gigabit network adapter SlimLine DVD-ROM Drive (8x/24x)

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale System in order to track back to the original order. The Department System is a SQL Server 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and/or format and finalize with the selected Contractor.

STATEMENT OF WORK
PACKAGE 2 – CARD PRESENT TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Card Present Transactions. County's expectation is that the resultant Contractor must have the capability to process at least nine hundred (900) Card Present Transactions per day (and meet all service levels set forth in this Package. The number of Card Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the term of this Contract, Contractor shall ensure its capacity to process increasing volumes of Card Present Transactions while maintaining all the service level specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor under this Package for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) providing Card Terminals with dedicated communication/data lines to accept electronic Card payments for records ordered at Department of Registrar-Recorder/County Clerk (Department) headquarters and public service counters and all Department district offices; (ii) providing Operations Services and Maintenance and Support Services as described in this Package; (iii) arranging for expedited mail services when customers select this option; (iv) providing the level of System security described in this Package; (v) collecting of all fees; (vi) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract; and (vii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services and related project management to accomplish all of the Tasks set forth in this Package, including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package must operate in accordance with the requirements set forth in Attachments 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise

expressly stated, all Work described in this Package or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word.docx
- Microsoft Project.mppx
- Microsoft Excel.xlsx
- Portable Document Format.pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the Initial Project Plan provided by Contractor.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: REVISED PROJECT PLAN

(a) Contractor shall prepare a Project Plan (the "Plan") which shall be a comprehensive and detailed plan for the System implementation consistent with this Package that includes the following areas:

- Planning and Direction to include timeline of three (3) months to complete the Plan.
- Staffing and Team Management with roles and responsibilities.

EXHIBIT A
PACKAGE 2 - CARD PRESENT TRANSACTIONS

- Compliance with Data Security Guidelines.
- Incorporating County's business processes, security and technical requirements as stated in this Package.

(b) The Plan shall include the following:

1. A full organizational chart detailing staff by classification and assignment including the name of Contractor's Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years of experience in performing similar services. County must have access to Contractor's Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and c) Support Services. Include a short description of duties and responsibilities for each staff member.
3. A list of Contractor's milestones, Tasks and subtasks required to successfully complete and deliver on time the System, including the System Software, System Hardware and/or Services for this Package. Include a Gantt chart that lists all Tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package shall be included in the list.
4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County's Project Director.
5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).
6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized Tasks, subtasks, and Deliverables and other resource planning activities as described in Subtask 1.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

EXHIBIT A
PACKAGE 2 - CARD PRESENT TRANSACTIONS

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

- (a) County will review the Plan and submit changes to Contractor within three (3) days of receipt.
- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.
- (c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.
- (d) Updates to the Plan, based on the weekly Project Status Reports delivered under Subtask 1.4, will be reviewed and approved County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3.

Subtask 1.3 Deliverable:

Final Project Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.

1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each

EXHIBIT A
PACKAGE 2 - CARD PRESENT TRANSACTIONS

step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractor's Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) in the Contract.

- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, plans, quality assurance, outstanding issues and any proposed updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team member to ensure quality is being met by reviewing and testing System Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis, Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the

EXHIBIT A
PACKAGE 2 - CARD PRESENT TRANSACTIONS

review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

- 1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.
- 1.5.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

- 1.6.1 An inspection system covering all Services listed in the Exhibit A (Statements of Work), Attachment 2 (Performance Requirements Summary (PRS) Chart) of the Contract. It must specify the activities to be inspected on both scheduled or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.
- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package. Contractor shall develop a set of detailed project tasks in two steps. The first step documents at a high level the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 2-A to this Package) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.

- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 2-B to this Package) using representative Department data. Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

- 2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements

- 2.1.2 A complete working prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this Task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Operations architecture to support:
 - Printing (Ad hoc & Production reports)
 - Security
 - High Availability
 - Data Archiving
 - Backup/Restore
 - Application Development
 - Application Training
 - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: INTERFACE ASSESSMENT

In this Task, Contractor shall analyze how to integrate its System with Department's Point of Sale System (Refer to Attachment 2-E to this Package). Strategy should include, but not be limited to, the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including the Specifications:

- Physical assessment of counter/desk space.
- Communication/data line assessment.
- Interface credit payment transaction to Department's Point Of Sale System.
- Testing.

Subtask 2.3 Deliverable:

Analyze integration with Point of Sale System and provide a written report of findings.

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Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 3 - INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE AND SYSTEM HARDWARE

SUBTASK 3.1: INSTALLATION AND CONFIGURATION OF TERMINALS

The Contractor shall install and configure Terminals which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Contract.

The Terminals shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director. The Terminals shall be installed at the following designated areas:

	QUANTITY OF PUBLIC COUNTER TERMINALS
Birth, Death & Marriage	15
District Offices	31
Business Filings & Registrations	6
Document Transfer Tax Revenue & Collection	17
Real Estate Records	2
TOTAL	71

Contractor maybe required to install additional Terminals as the need arises at designated areas specified by County, at no cost, to the County. County will provide a ten day notice.

Each Terminal shall be set up to include:

- 1) Dedicated communication/data line to connect to Contractor for authorization. (This will be negotiated in terms of communication capability between Department and Contractor)

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- 2) Terminal to read Card information electronically. If Terminal is unsuccessful in reading Card electronically, Department must have the capability to enter Card number manually.
- 3) Remote Terminal key pad for customers to enter their personal identification number (PIN) code. Keypads must reach outside the security glass for customer accessibility.
- 4) Receipt printer.

Subtask 3.1.1 Deliverable:

Install and configure the Terminals which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) to this Package and perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

Subtask 3.1.2 Deliverable:

Install and configure Workstations, which have the functionality described in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements), including Terminals with communication lines, required consumables and laser printers, to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INTERFACE DEVELOPMENT AND INSTALLATION TO POINT OF SALE SYSTEM

Contractor will allow for credit card terminal to Interface with Point of Sale (POS) application developed by Department (see Attachment 2E). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the Department. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

The Interface shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Interface Assessment).

Subtask 3.2 Deliverable:

Complete and document Interface to the Department 's existing Point of Sale System, including installation and configuration to set requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: DOCUMENTATION

Contractor shall provide operator's/user's guide and other documentation for the development, installation and confirmation of Terminals, Interfaces and Workstations as specified in the other subtasks to this Task 3.

The Contractor shall provide five (5) electronic copies (PDF format) of the operator user's guide, which may be printed or duplicated by the County.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 when revisions are made to any part of the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.3 Deliverables:

3.3.1 Complete operator's/user's guide and other Documentation for all subtasks under Task 3.0.

3.3.2 Updated operator's/user's guide and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3.1 through 3.3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 - SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor, and all Work provided by or on behalf of Contractor, shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard, (b) VISA Payment Card Industry: PIN Security Requirements Version 2.0 and PCI POS PIN Entry Device Security Requirements Version 2.0, each as updated from time to time (c) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card processor, or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within seventy-two (72) hours Contractor's notification of decertification and a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

- 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3.
- 4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and corrective action plan.
- 4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverables 4.1.1 through 4.1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks

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associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2 and 5 of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes components and devices involved in the processing of a transaction end-to-end, and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.2 Deliverables:

- 4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.
- 4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1, 3.2, 4.1, 4.2 and 5 of this Package.
- 4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate based upon an agreed upon timeframe.
- 4.2.4 Provide a certified letter that System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2.
- 4.2.5 Annually thereafter on the anniversary of the Effective Date Contractor shall provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2.1 through 4.2.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably

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compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.3 Deliverables:

4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to the County's Project Manager.

4.3.2 Provide information security incident reports and assessments of all incidents within timeframe specified to the County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3.1 through 4.3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 - REPORTS

The Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Terminal, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County.

Task 5 Deliverables:

5.1 Provide System capability to generate various accounting reports.

5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverables 5.1 through 5.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified

completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department's in confirming the availability of:

- Data back-up and recovery procedures.
- Operational roles, staffing and job schedules for daily, weekly, and monthly processes.
- Production environment set up and sizing.
- Technical infrastructure to support System and Services.
- Connectivity of Workstations for all End Users.
- Testing of all System Hardware (PC's, Printers, etc.).
- Integration to Point of Sale System.
- Reports tested.

Contractor shall assist Department's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department's staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for Contractor to commence Work on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department's in confirming the availability of:

- Integration with Department's Point of Sale.
- Updated departmental processes, policies and procedures.

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- Staff trained in accordance with goals in the End User Training Plan.
- Established toll free access telephone number and email address for real time technical support staff.

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 2-A (Functional Requirements) and Attachment 2-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.-

The County will develop an Acceptance Test Plan and conduct acceptance testing with the assistance of Contractor. Testing will include, but not be limited to, the following steps:

8.1.1 Running tests on Card payments using the Terminals.

8.1.2 Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Subtask 8.1 Deliverables:

If determined by County, assist County in development of an Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Testing with assistance of Contractor based on Acceptance Test Plan.

Subtask 8.2 Deliverables:

If determined by County assist County in conducting Acceptance Testing based on Acceptance Test Plan identifying anomalies and taking corrective action.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for ten (10) consecutive days without Deficiencies.

Pursuant to Paragraph 9.16 (System Tests and Acceptance By County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified to this Package, County will issue a written Certificate of Completion within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverable:

Contractor's System must operate in Production Use for ten (10) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and

provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE SERVICES AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Card Terminals and Workstations with communication/data lines and Digital Subscriber Line (DSL), in accordance with the specified severity level as defined in Subtask 9.1.17.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.18 (Maintenance and Support Services; Operations Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Friday 7:00 a.m. to 8:00 p.m., Pacific Time with the exception of schedule maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed seven (7) seconds. This is limited to functions within the Contractor's control.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Update that impact System no less than one (1) calendar week prior to scheduled commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of midnight and 5:00 a.m., Pacific Time, as required. Updates and Custom Programming Modifications are not considered maintenance and as needed, Department will schedule time for such services.
- 9.1.7 Contractor to provide written notification of regular Updates no less than three months prior to planned deployment in production if it requires County to modify the System. All Updates require the approval of County's Project Director.

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- 9.1.8 Contractor to provide County a test environment and no less than one (1) month acceptance testing window prior to deployment of any major Update.
- 9.1.9 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (including all Contractor's Specifications and other Documentation).
- 9.1.10 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.18 (Maintenance and Support Services; Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modifications to System Software to meet internal needs.
- 9.1.11 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations at interval to maintain System recoverability.
- 9.1.12 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving, and provide County access to archived data via mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.
- 9.1.13 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of the Contract. At end of such time Contractor, at County's sole discretion and as permissible by Card Issuer, Card processor, Pin-Based Debit Network rules and regulations and Association Rules and applicable law shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.
- 9.1.14 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, Card processor rules and regulations, and Pin-Based Debit Network rules and regulations.
- 9.1.15 Toll free access telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, terminals, printers, software, communication/data lines, and specific customizations, Monday through Friday, 7:00 a.m. to 8:00 p.m., Pacific Time.

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- 9.1.16 Support services and support management for any software required to connect to remote Workstations located at Department.
- 9.1.17 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified. Department will determine the severity level of the incident. The response time is as follows:
- Critical or serious production problem shall not exceed thirty (30) minutes.
 - Others shall not exceed twelve (12) hours.
- In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.
- 9.1.18 Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 a.m. to 8:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.
- 9.1.19 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit N (Custom Programming Modification Request Form) of the Contract to the other Party.

- 2) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration.
 - b) Design specification.
 - c) System impact: database, user Interface, training etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 – Project Planning and Management.
- 4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables:

- 9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.
- 9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.
- 9.2.3 Complete approved Custom Programming Modifications.
- 9.2.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10 - TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1.

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End User training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations.
- System Software.
- System Hardware.
- Other equipment.
- Any third party services.

Subtask 10.2 Deliverable:

Contractor shall conduct onsite training classes to include topics indicated in Subtask 10.2.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 - OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate) to work with Department's staff to monitor the System processing in the Department's production environment.

Operation Services are specified in Attachment 2-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services the business process as specified in Attachment 2-B (Business Requirements).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2 ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from County request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Tasks 11.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

3. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

The System function requirements are as follows. Proposers must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, and Card processor or Pin-Based Debit Network rules and regulations including the CISP and PCI Data Security Standard.		
2.	System complies with VISA Payment Card Industry: PIN Security Requirements Version 2.0, and PCI POS PIN Entry Device Security Requirements Version 2.0.		
3.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy .		
4.	System encrypts data 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
5.	System encrypts data at 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
6.	System authorizes and processes payments in accordance with applicable Association Rules Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.		
7.	System is operational during Department business hours.		
8.	System can generate bar code mailing labels for expedited mail service.		

FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
 B = Functionality requires customization
 C = Functionality requires third party product(s)
 D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
9.	System can generate customized reports on any or all Transactions daily, and as needed.		
10.	System can calculate amounts due to County or service providers and generate payments via ACH. (Refer to Attachment 2-B, Section 3 and 4)		
11.	System retains and makes accessible as needed all Transaction information for the preceding twelve (12) months.		
12.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are: including anti-virus software, spam filtering, and spyware/adware blockers.		
13.	System Transaction roundtrip processing (request, determination and response) authorization time is within seven (7) seconds.		
14.	System shall Interface with Department's Point of Sale System as described in Attachment 2-E).		
15.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle, at a minimum, nine hundred (900) Transactions per day for Department while meeting the Specifications.		

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

1.1 Overview of Card Present Transaction Process:

- Customer places an order at the public service counter with the Department clerk for a recorded document or requests that a document be recorded.
- Customer is advised of total due and requests to pay via Card.
- Clerk informs customer of the Transaction Fee. If expedited mail service is requested, charge is additionally added to the total.
- Clerk obtains Card from customer and swipes Card through Terminal or Customer may swipe Card.
- Clerk instructs customer to enter their PIN number on the remote keypad.
- If customer orders record, Department staff prepare orders for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- Contractor shall remit Department Fees as specified in Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

1.2 Contractor shall provide a System to process in-person Card purchases at the public service counters in accordance with Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and and Pin-Based Debit Network rules and regulations.

Without limiting other capabilities described in this Attachment 2-B, this Package and/or elsewhere in the Contract, the System shall have the capability to:

- Read and transmit the Card information through the Terminal.
- Process request and respond to Department with authorization or decline Card within seven (7) seconds of request.
- Generate an ACH for Department Fees per day, per section in accordance to Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.
- Provide daily settlement report to confirm the total amount of Department's Fees for the processed copies of records.
- Store twelve (12) months of Transaction data in active file.

BUSINESS REQUIREMENTS

- Maintain five (5) years of archived Transaction data.

1.3 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least twelve (12) months:

- Cardholder Name.
- Card authorization code.
- Terminal transaction number .
- Fee amounts.

Contractor shall additionally retain such other information (a) Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and/or and Pin-Based Debit Network rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter, no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or 3rd party including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract. Contractor shall:

- 4.1 Provide payment Authorization services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.
- 4.2 Accept full responsibility for Transaction settlement, inquiries, chargebacks, rejected charges/returns and adjustments for insufficient funds.
- 4.3 Provide daily Transaction reports for daily accounting and reconciliation.
- 4.4 Generate ACH of Department Fees in accordance with Paragraph 5.0 (Contractor Fees and Payments), sub-paragraph 5.3 in the body of the Contract.

BUSINESS REQUIREMENTS

- 4.5 Contractor shall process full and partial refunds (including, without limitation, as described under Section 5.3 of this Attachment 2-B), card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations, Card processor rules and regulations and Pin-Based Debit Network rules and regulations.

SECTION 4 – COUNTY RESPONSIBILITIES

- 5.1 County will process all requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.
- 5.2 County will make available for pick up by Contractor's arranged expedited mail courier all located records using Contractor generated mailing label for expedited mail service, if requested by customer.
- 5.3 County will inform Contractor of any errors or necessary adjustments within 24 hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service, the Contractor would need to adjust credits that portion as well.

SECTION 5 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.6 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 8.26 (Liquidated Damages) or termination of the Contract as provided in the Contract, for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure that Servers (authorization and data) and Workstations are sanitized at the end of their useful life. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
2. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the Update of operating system patches.

BUSINESS REQUIREMENTS

3. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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SYSTEM HARDWARE

To be created based upon Contractor's Proposal to include a listing of all System Software, Interfaces, reporting software and whatever software Department accesses on the workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum, the Hardware should be as follows. Should Contractor need to change specifications, then this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as: Intel® Core™ 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)

4 GB 513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)

300 GB 4 Single Serial ATA Hard Drive

Suggested Configuration:

Video: VGA and 1 S-Video

IEEE 1394 - 1 front-panel 6-pin serial connector

USB: 8 Ports (2 Front, 6 Back) + 1 internal

Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,

Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack

Network: Integrated Ethernet 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

DEBIT CARD TERMINALS:

Proposer shall include the specifications of its proposed Terminals for the required services. County reserves the rights to request changes to the proposed Terminals at time of Contract negotiations.

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale system in order to track back to the original order. The Department System is a SQL Server 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which their data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and/or format and finalize with the selected Contractor.

STATEMENT OF WORK
PACKAGE 3 – CARD NOT PRESENT TRANSACTIONS

1. SCOPE OF WORK

This Package and all attachments hereto (collectively, this "Package") describes the project information for Card Not Present Transactions. County's expectation is that the resultant Contractor must have the capability to process at least five hundred fifty (550) - Card Not Present Transactions per day (estimate is based upon current Card Not Present Transaction volume data for Real Property Records via phone and facsimile, and raw transaction current volume data for mail orders set forth in Exhibit B (Pricing Schedule) and meet all service levels set forth in this Package. The number of Card Not Present Transactions per day is an expectation and does not guarantee a certain amount of business. During the term of this Contract, Contractor shall ensure its capacity to process increasing volumes on Card Not Present Transactions while maintaining all the service level as specified in this Package.

The Contractor shall provide all applicable services, software, hardware, equipment, labor, materials, and supplies (except paper) necessary to provide all Work described under this Package, including accepting and processing the Card payments described in this Package, and shall charge a Transaction Fee to customers under this Package for each Transaction. No other amounts will be due and payable to the Contractor for performing the Work under this Package.

Contractor responsibilities with respect to this Package include, but are not limited to: (i) providing a System for accepting Card payment at Department headquarters for record orders taken by Department staff via telephone and fax; (ii) providing Operations Services and Maintenance and Support Services as described in this Package; (iii) providing a secure point-to-point data communication circuit (minimum 250 Mbps) from Contractor to Department; (iv) arranging for expedited mail services when customers select this option; (v) providing the level of System security described in this Package; (vi) collecting of all fees; (vii) remitting to the County the Department Fees in accordance with Paragraph 5.0 (Contract Fees and Payments), sub-paragraph 5.3 in the body of the Contract; (viii) assuming all risk of chargebacks and/or other Card adjustments.

Contractor may provide innovative concepts, approach, methodology and work plans. The County's intent is to procure a System which best satisfies all requirements described in this Package, while fully realizing that any one System may not meet all of the desired requirements in its current form. It is acceptable to present alternative approaches to satisfy the County's requirements in providing the System.

Contractor shall complete and deliver all software, hardware, other goods, maintenance and support services, and related project management to accomplish

all of the Tasks set forth in this Package, including completion and delivery of the System for this Package to the County's Project Director's satisfaction. The System for this Package must operate in accordance with the requirements set forth in Attachments 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) to this Package, the other Specifications, and otherwise with this Contract. Unless otherwise expressly stated, all Work described in this Package or the Contract shall be performed by Contractor and Contractor shall be fully responsible for said performance.

Contractor shall use standard Department software set forth below when preparing Deliverables. Contractor shall provide Deliverables, which are to be delivered in a file format, in a format which is importable to the following standard Department software:

- Microsoft Word .docx
- Microsoft Project .mppx
- Microsoft Excel.xlsx
- Portable Document Format.pdf

2. TASKS AND DELIVERABLES

The following Tasks, and associated subtasks and Deliverables, shall be addressed in the Project Plan prepared pursuant to Task 1:

TASK 1 - PROJECT PLANNING AND MANAGEMENT

SUBTASK 1.1: KICK-OFF MEETING

County will schedule a kickoff meeting with Contractor to occur within seven (7) business days of the Effective Date of the Contract to discuss and modify as necessary the initial Project Plan.

Subtask 1.1 Deliverable:

Kickoff meeting within seven (7) business days of the Effective Date of the Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.2: REVISED PROJECT PLAN

- (a) Contractor shall prepare a Project Plan (the “Plan”) which shall be a comprehensive and detailed plan for the System implementation consistent with this Package that includes the following areas:
- Planning and Direction to include timeline of six (6) months to complete the Plan.
 - Staffing and Team Management with roles and responsibilities
 - Compliance with Data Security Guidelines
 - Incorporating County’s business processes, security and technical requirements as stated in this Package
- (b) The Plan shall include the following:
1. A full organizational chart detailing staff by classification and assignment, including the name of Contractor’s Project Manager or alternate management staff that will be assigned full-time to this project. Alternate management staff shall possess at least two (2) years experience in performing similar services. County must have access to Contractor’s Project Manager and alternate management staff during normal business hours, Monday through Friday (except County holidays), 8:00 a.m. to 5:00 p.m., Pacific Time. In addition, provide the escalation procedures and guidelines to be used by the County, as needed.
 2. A list of Contractor staff who will be assigned to provide on-site support for the following areas: a) Operations Services; b) Maintenance and Support Services. Include a short description of duties and responsibilities for each staff member.
 3. A list of Contractor’s milestones, Tasks and subtasks required to successfully complete and deliver on time the System including the System Software, System Hardware and/or Services for this Package. Include a Gantt chart that lists all tasks, start and end dates, responsibilities, assignments, and dependencies. At a minimum, all of the Tasks, subtasks, and Deliverables in this Package, the Contract, and any Amendments shall be included in the list.
 4. A list of Tasks and subtasks to be completed by County as requested by Contractor after review and approval by County’s Project Director.
 5. Without limiting Paragraph 8.40 (Subcontracting) in the body of the Contract, a list of Subcontractors that will be used by Contractor (including address, phone number, and main contact person) and a short description of services that will be provided by Subcontractor(s).

6. Plan to incorporate County's business processes, security and technical requirements.

Subtask 1.2 Deliverables:

Plan that includes a schedule of individualized tasks, subtasks, and Deliverables, and other resource planning activities as described in Subtask 1.2 (Revised Project Plan).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.3: FINAL PROJECT PLAN

Contractor shall submit the completed Plan, including attachments defined in this Package, and submit to County within five (5) business days of kickoff meeting.

- (a) County will review the Plan and submit changes to Contractor within five (5) days of receipt. Thereafter, Updates to the Plan based on the weekly reports will be reviewed and approved by County.
- (b) Contractor shall review the changes requested by County and be prepared to reject or approve the changes within forty-eight (48) hours.
- (c) County shall have final approval of the Plan. County will monitor/oversee Contractor's progress based on the approved Plan.
- (d) Updates to the Plan based on the weekly Project Status Reports delivered under Subtask 1.4 (Project Management – Implementation) will be reviewed and approved by County and, once approved, will be deemed to be included in the Plan originally approved under this Subtask 1.3 (Final Project Plan).

Subtask 1.3 Deliverable:

Final Project Plan for the implementation of the System.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.4: PROJECT MANAGEMENT - IMPLEMENTATION

- 1.4.1 During the implementation process, Contractor shall be required to manage project activities and resources and track project status. This shall include identifying, managing and tracking all issues. Contractor shall report project status on a weekly basis through a Project Status Report. The Project Status Report shall be presented to the County's Project Director and County's Project Manager. The report shall cover, at a minimum, project progress against the Plan, plans, and outstanding issues. It shall also include any proposed updates to the Plan.
- 1.4.2 Contractor shall create a System that meets all expectations set forth in this Contract, including the Specifications. Contractor shall be responsible for each step of the System's implementation process and provide an extensive quality assurance process to ensure quality is being met. Department will assist Contractor's Quality Assurance (QA) team member by reviewing and testing System through each step of the process. Contractor will provide the results to County's Project Director through a Project Status Report on a weekly basis throughout the project implementation. Contractor shall notify County's Project Manager within 24 hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week of notification. County's Project Manager may request a meeting as deemed necessary with Contractor's Project Manager. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) in the Contract.
- 1.4.3 Contractor shall provide a quality control plan to document the processes, practices and procedures to be used in order to measure the adherence to requirements during implementation. This plan shall be utilized during the implementation process and reviewed on an agreed-upon basis.

Subtask 1.4 Deliverables:

Weekly Project Status Reports that cover project progress against the Plan, plans, outstanding issues and any approved updates to the Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.5: PROJECT MANAGEMENT - POST IMPLEMENTATION SUPPORT

Commencing after the implementation process and continuing throughout the remainder of the Term of the Contract, Contractor shall provide ongoing project management support to include managing and tracking all issues related to Operations Services and Maintenance and Support Services, including any failure of the System, including the System Software, System Hardware and/or Services to perform in accordance with the Specifications, and otherwise with this Contract.

In addition, Contractor shall be responsible to monitor the quality assurance platform. Department may assist Contractor's QA team to ensure quality is being met by reviewing and testing System. Contractor will provide the results to County's Project Director through a Project Status Report on a monthly basis. Contractor shall notify County's Project Manager within twenty-four (24) hours of any issues and provide a weekly status report of resolution to include the improvement/corrective action measures taken within one (1) week from notification. County's Project Manager may request a meeting as deemed necessary. This Subtask is in addition to the review, which will be conducted under Paragraph 8.15 (County's Quality Assurance Plan) of the Contract.

Subtask 1.5 Deliverable:

1.5.1 Monthly Project Status Reports for ongoing project management to report any operational, quality assurance and maintenance and support issues.

1.5.2 Weekly status reports on any issues addressed and resolution provided.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 1.6: QUALITY CONTROL

The Contractor shall be required to establish and utilize a comprehensive quality control plan (the "Control Plan") to assure the County a consistently high level of service throughout the Term of the Contract. The Control Plan shall be submitted to the County's Project Manager for review. The Control Plan shall include, but not be limited to, the following:

1.6.1 An inspection system covering all Services listed in Exhibit A (Statements of Work, Attachment 3 (Performance Requirements Summary (PRS) Chart) of the Contract. It must specify the activities to be inspected on both scheduled

or unscheduled basis, frequency of inspections and the title of the individual(s) who will perform the inspection.

- 1.6.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and correction.
- 1.6.3 A method of ensuring uninterrupted service to Department's customers in the event of a strike of the Contractor's employees or any other unusual occurrence (e.g. power loss) which would result in the Contractor being unable to perform the Work.

Subtask 1.6 Deliverable:

Control Plan established to ensure quality and continuity of Service.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 1 and produce Deliverable 1.6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 2 - SYSTEM ANALYSIS AND SITE ASSESSMENT

SUBTASK 2.1: FUNCTIONAL ANALYSIS

In this Task, Contractor shall work with Department's staff to review and validate documented requirements as specified in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) to this Package. Contractor, for the System implementation shall develop a set of detailed project tasks in two steps. The first step documents, at a high level, the customizations necessary for the System to support Department's business requirements, thereby, defining the project scope. The second step defines the method for completing the functional and technical Tasks to support these requirements.

Contractor shall provide an overview of the System functionality (refer to Attachment 3-A to this Package) and subsequent implementation Tasks.

- (a) Review business processes: Contractor shall conduct meetings with County's Project Manager and subject matter experts to assess business needs, business processes and recommend changes, as needed.
- b) Prototyping sessions: Contractor shall conduct prototyping sessions to demonstrate the capabilities of the proposed System to support the Department's documented business requirements (Attachment 3-B to this

Package). Contractor shall map the Department's requirements and business processes to develop scripts for prototyping.

Subtask 2.1 Deliverable:

2.1.1 Documentation outlining functional analysis on the customizations for the System including Department's business requirements.

2.1.2 A complete prototype of the System that meets all the requirements set forth in the business requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.2: TECHNICAL ASSESSMENT

In this task, Contractor shall assess Transaction volumes, and technical platform for implementing the proposed System. This assessment shall be based on the Department's current usage information, Transaction volumes, archival requirements, and growth projections.

Subtask 2.2 Deliverable:

Report on the specifications developed during the Technical Assessment Task. The technical specifications shall include, but not be limited to:

- Schematic drawings to depict the deployment of the technical architecture
- Operations architecture to support:
 - Printing (Ad hoc and Production reports)
 - Security
 - High Availability
 - Data Archiving
 - Backup/Restore
 - Application Development
 - Application Training
 - Application Testing

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 2.3: AUTHORIZATION AND INTERFACE ASSESSMENT

In this Task, Contractor shall develop the following key Interface strategies to support the System implementation:

- a) **System Interface Strategy:** Contractor shall analyze the Authorization Server Interface requirements and identify the Interfaces that will be developed for implementation. For each Interface the Deliverable shall address the following areas, where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:
1. Transmission details generated from testing.
 2. Customer name and card number
 3. System results (Acceptance/Rejection)
 4. Response times
 5. Link credit payment transaction to Department Point of Sale System
 6. Testing
- b) Contractor shall analyze how to integrate with Department's existing Point of Sale System (Refer to Attachment 3-E to this Package). Strategy to address, but not be limited to, the following areas where applicable, demonstrating how the Interface will meet the requirements of this Contract, including Specifications:
- Physical assessment of counter/desk space
 - Communication/data line assessment
 - Interface debit/credit payment transaction to Department's Point of Sale System
 - Testing

Subtask 2.3 Deliverable:

2.3.1 Key strategy for System to authorize the Cards.

2.3.2 Integration with Point of Sale System.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 2 and produce Deliverable 2.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

**TASK 3 - INSTALLATION AND CONFIGURATION FOR SYSTEM SOFTWARE
AND SYSTEM HARDWARE**

SUBTASK 3.1: INSTALLATION OF AUTHORIZATION SERVER

Contractor shall install and support at the Department headquarters facility in Norwalk, CA, an Authorization Server to communicate with Workstations. The Authorization Server will provide an Authorization to proceed or decline the Card payment. Contractor shall also install software to manage said Server, which must be available twenty-four (24) hours a day, seven (7) days a week as provided in Attachment 3-B (Business Requirements).

The Authorization Server shall be installed and configured using the Contractor's own hardware with installation to take place at a pre-arranged time approved by County, utilizing Contractor's staff with the assistance of Department staff, as approved in advance by County's Project Director.

Subtask 3.1 Deliverables:

Install and support Authorization Server, which has the functionality to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.2: INSTALLATION AND CONFIGURATION OF WORKSTATIONS

Fax Machines: Contractor shall install and support two (2) high speed fax machines to accept orders from customers. Contractor shall provide and maintain the communication line necessary for the fax machine and all consumables, with the exception of paper, required by the fax machine. Contractor shall keep one (1) spare fax machine on site, which will ensure less down time and reduce any order backlog.

Subtask 3.2 Deliverables:

Install and configure fax machines which have the functionality described in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements), including required consumables, land communication lines, to perform in accordance with the Specifications and otherwise with this Contract.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.3: INTERFACE DEVELOPMENT AND INSTALLATION TO POINT OF SALE SYSTEM

Contractor will allow for credit card terminal to Interface with Point of Sale (POS) application developed by Department (see Attachment 3E). The Interface should be standardized and agreed upon by both the Contractor and the Project Director for the Department. The terminal Application Programming Interface (API) will be documented and allow for standard calls by client-server applications.

The Interface shall follow the requirements as set forth under Subtasks 2.1 (Functional Analysis), 2.2 (Technical Assessment) and 2.3 (Authorization and Interface Assessment).

Subtask 3.3 Deliverables:

Complete and document Interface to the Department's existing Point of Sale System, including installation and configuration to set requirements.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 3.4: DOCUMENTATION

The Contractor shall provide operator's/user's guides and other Documentation for the installation of Authorization Server, Interfaces and Workstations as specified in the other Subtasks to this Task 3 (Installation and Configuration for System Software and System Hardware).

The Contractor shall email a copy (PDF format) of the operator user's guide to County's Project Manager, which may be printed or duplicated by the County as needed.

The Contractor shall provide both updated operator's/user's guide and other System Documentation as specified in Task 3 (Installation and Configuration for System Software and System Hardware) when revisions are made to any part of

the System that materially change the Documentation provided prior to the implementation date of such revisions. Revised Documentation shall be provided to the County prior to any major Updates of the System.

Subtask 3.4 Deliverable:

3.4.1 Complete operator's/user's guides and other Documentation for all subtasks under Task 3 (Installation and Configuration for System Software and System Hardware)

3.4.2 Updated operator's/user's guides and other Documentation.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 3 and produce Deliverable 3.4 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 4 - SECURITY

SUBTASK 4.1: STANDARDS AND GUIDELINES

Contractor and all Work provided by or on behalf of Contractor shall comply with (a) all applicable data security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard and (b) all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_-_bos/codes/board_policy and (ii) standards from time to time published by the County's Chief Information Security Officer (CISO) and provided by County's Project Director to Contractor.

Contractor shall be and remain a CISP and PCI certified service provider and be certified by any other Card Issuers, Card processor or Associations that have mandatory security requirements with which Contractor must comply in order to perform the Tasks, Deliverables, goods, Services and other work from time to time under this Contract. Contractor shall prepare and deliver notification to County within seventy-two (72) hours of Contractor's notification of decertification, and a corrective action plan on how to mitigate and fix all issues to reinstate certification. Contractor shall implement each corrective action plan within five (5) business days of notification to County.

Subtask 4.1 Deliverables:

- 4.1.1 Certified letter of CISP and PCI prior to System's Acceptance and Certification as specified in Subtask 8.3 (System Acceptance Certificate).
- 4.1.2 Notice within seventy-two (72) hours of Contractor's decertification and corrective action plan.
- 4.1.3 Corrective action plan within five (5) business days of notification to County.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.2: SECURITY RISK AND VULNERABILITY ASSESSMENTS

To validate appropriate security levels, Contractor shall at its own expense, conduct a System security risk and vulnerability assessment and provide a written report of assessment. This assessment is comprised of potential vulnerabilities and risks associated with, but are not limited to the web application, database, server(s), data transmission, stored confidential/sensitive data, etc.

Provide report within five (5) business days of completion of all of Tasks 3.1 (Installation of Authorization Server), 3.2 (Installation and Configuration of Workstations), 3.3 (Interface Development and Installation to Point of Sale System), 4.1 (Standards and Guidelines), 4.2 (Security Risk and Vulnerability Assessments) and 5 (Reports) of this Package. Contractor will conduct annual security assessments and prepare a written report of such assessment that includes components and devices involved in the processing of a transaction end-to-end, and identification of any potential vulnerabilities and risks. The report(s), at a minimum, should depict the gaps between the current and desired state. Additionally, in connection with each security assessment described above, Contractor shall provide County a letter certifying that the System is CISP and PCI compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the Effective Date.

Subtask 4.2 Deliverables:

- 4.2.1 Conduct a System security risks and vulnerabilities assessment and provide a written report of findings.

- 4.2.2 Provide report within five (5) business days of completion of all of Tasks 3.1 (Installation of Authorization Server), 3.2 (Installation and Configuration of Workstations), 3.3 (Interface Development and Installation to Point of Sale System), 4.1 (Standards and Guidelines), 4.2 (Security Risk and Vulnerability Assessments) and 5 (Reports) of this Package.
- 4.2.3 Provide annual security assessments and written reports of assessment on the anniversary of Effective Date. The report must include an action plan that addresses the remediation and/or mitigation of all “high-risk” items. The remaining items must be addressed, in terms of the Contractors intention to remediate and/or mitigate, based upon an agreed upon timeframe.
- 4.2.4 Provide a certified letter that System is CISP and PCI compliant to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing).
- 4.2.5 Annually thereafter on the anniversary of the Effective Date Contractor shall provide a certified letter that System is CISP and PCI compliant.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 4.3: NOTIFICATION/REPORTS OF SECURITY INCIDENTS

Contractor shall report to County in writing any information security incident within one (1) hour of identification or notification of incident. As used herein, an information security incident means any breach or other incident, which could reasonably compromise the confidentiality, integrity, or availability of any data or other information relating to Cardholders.

Contractor shall additionally provide information security incident reports and assessments for all incidents that may potentially affect County. County shall determine if the incident is a major or minor incident based on criticality: For major incidents, contractor shall provide assessment and notification of corrective or remediating measures taken within two (2) hours and for minor incidents, within twelve (12) hours.

Subtask 4.3 Deliverables:

- 4.3.1 Report security incidents within one (1) hour of information security incident notification/identification to County’s Project Manager.

4.3.2 Provide information security incident reports and assessments of all incidents within timeframe specified to County's Project Manager.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 4 and produce Deliverable 4.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 5 - REPORTS

Contractor shall implement System Software to generate reports that include, but are not limited to, Transaction Summary and Transaction Detail by Workstation, Transaction Summary and Transaction Detail by Location, Total fees by date, Response Time for Transactions, and various accounting reports relating to fees collected, number of copies sold, settlement fees, and items ordered including all Transaction information and Card charge date. In addition, Contractor shall provide Ad hoc reports requested by the County within five (5) business days of receiving the request by County's Project Director. The Contractor shall work with the County to develop the data element and format of the Ad hoc Reports. Reports will be provided, at no cost, to the County. Reports shall be available in both PDF and Excel formats.

Task 5 Deliverables:

5.1 Provide System capability to generate various on demand accounting reports.

5.2 Provide Ad hoc reports to County within five (5) business days of request.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 5 and produce Deliverable 5 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 6 - OPERATIONAL READINESS ASSESSMENT (Technical)

Contractor shall develop a checklist for verifying the readiness of the technical infrastructure for Work to commence on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department in confirming the availability of:

- Data back-up and recovery procedures

- Operational roles, staffing and job schedules for daily, weekly, and monthly processes
- Production environment set up and sizing
- Technical infrastructure to support System and Services
- Connectivity of Workstations for all End Users
- Testing Interface
- Reports tested

Contractor shall assist Department's staff in completing the operational checklist and the corrective actions to achieve readiness as defined in the checklist.

Task 6 Deliverable:

Completed checklist for verifying the readiness of the System's operations and technical infrastructure, and assist Department's staff in completing the operational checklist.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 6 and produce Deliverable 6 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 7 - OPERATIONAL READINESS ASSESSMENT (End User)

Contractor shall develop a checklist for verifying the readiness of the Department's End User community for the Work to commence on Subtask 8.3 (System Acceptance Certificate) of this Package. Among other items, this checklist will assist Department in confirming the availability of:

- Updated departmental processes, policies and procedures
- Staff trained in accordance with goals in the End User Training Plan
- Established toll free access telephone number and email address for real time technical support staff
- Integration with Department's Point of Sale System

Task 7 Deliverable:

Provide a completed checklist validating the readiness of the System's End User community.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 7 and produce Deliverable 7 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion

of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 8 - ACCEPTANCE TESTING AND ACCEPTANCE CERTIFICATION

SUBTASK 8.1: ACCEPTANCE TEST PLAN

County will conduct Acceptance Testing with the assistance of Contractor on (a) System Software, (b) System as a whole and any portion thereof, (c) any County-approved Updates and (d) any County-requested Custom Programming Modifications. County will determine the components and manner of testing at its sole discretion.

Department will use test scripts, developed by County with input from Contractor to test each functional requirement listed in Attachment 3-A (Functional Requirements) and Attachment 3-B (Business Requirements) in each case, to this Package and any other Specifications for System. Each script shall identify the expected results and performance of each function being tested and Department will determine if the function is being executed correctly. Contractor shall assist Department staff in the development and execution of test scripts and provide information to facilitate completion of System Acceptance Testing.

If County decides to conduct Acceptance Testing, County will develop an Acceptance Test Plan with the assistance of Contractor, which will include, but not be limited to, the following steps:

1. Running tests on System Software and System Hardware
2. Running tests on the Authorization Server response time for providing Card Authorization from the Card Issuer.
3. Conducting a full end-to-end System test and certifying readiness of System for County Acceptance.

Subtask 8.1 Deliverables:

If determined by County, assist County in development of an Acceptance Test Plan (identifying anomalies and taking corrective action).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.2: ACCEPTANCE TESTING

If County conducts Acceptance Test with assistance of Contractor based on Acceptance Test Plan (identifying anomalies and taking corrective action).

Subtask 8.2 Deliverable:

If determined by County, assist County in conducting Acceptance Testing based on Acceptance Test Plan.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 8.3: SYSTEM ACCEPTANCE CERTIFICATE

System operates in Production Use for fifteen (15) consecutive days without Deficiencies.

Pursuant to Paragraph 9.16 (System Tests and Acceptance by County) in the body of the Contract, upon County's Project Director's determination of System Acceptance as specified in this SOW, County will issue a written Exhibit L (Deliverable Acceptance Document (DAD)) within thirty (30) days of County's Project Director's determination.

Subtask 8.3 Deliverables:

Contractor's System must operate in Production Use for fifteen (15) consecutive days without Deficiencies prior to obtaining Certificate of Completion.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 8 and produce Deliverable 8.3 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 9 - MAINTENANCE AND SUPPORT SERVICES

Contractor shall provide Maintenance and Support Services commencing when Work starts on Subtask 8.3 (System Acceptance Certificate).

SUBTASK 9.1: MAINTENANCE AND SUPPORT

- 9.1.1 Contractor must correct any Deficiencies, at any level of severity, in the System Software, System Hardware and Services including Workstations with dedicated communication/data lines within twenty-four (24) hours of notification by Department.
- 9.1.2 Contractor shall provide ongoing maintenance as indicated in Paragraph 9.18 (Maintenance and Support Services and Operations Services) of the Contract.
- 9.1.3 Contractor's Payment processing services must be highly available (99.9%) fully redundant and capable of processing transactions, Monday through Saturday 7:00 a.m. to 8:00 p.m., with the exception of schedule maintenance.
- 9.1.4 Contractor shall provide Transaction roundtrip processing (request, determination and response) Authorization time which does not exceed seven (7) seconds, with high speed connection (DSL or faster). This is limited to functions within the Contractor's control.
- 9.1.5 Contractor shall provide written notification to County of scheduled maintenance and Updates that impact System no less than one (1) calendar week prior to commencement for County approval. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs. County will not unreasonably withhold approval.
- 9.1.6 Contractor shall perform scheduled maintenance between the hours of 12:00 a.m. and 5:00 a.m., Pacific Time, as required. Updates are not considered maintenance and as needed, Department will schedule time for such services.
- 9.1.7 Contractor shall provide up-to-date written product Specifications within two (2) business days of every Update and Custom Programming Modification (includes all Contractor's Specifications and other Documentation).
- 9.1.8 Contractor shall back up County data (including Card information) on a quarterly basis on a mutually agreed upon media with Card number limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations at interval to maintain System recoverability.
- 9.1.9 Contractor shall provide periodic Updates to System Software as indicated in Paragraph 9.18 (Maintenance and Support Services and

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PACKAGE 3 - CARD NOT PRESENT TRANSACTIONS

Operations Services) of the Contract. Updates may result from new laws mandated by State or Federal statutes. County may also require Custom Programming Modification to System Software to meet internal needs.

- 9.1.10 Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access to archived data via Compact Disc-Recordable (CD-R) or media mutually agreed upon with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.11 Contractor shall store archived data encrypted in 256-bit AES for at least five (5) years from termination or expiration of Contract. At end of such time Contractor, at County's sole discretion, and as permissible by Card Issuer, Card processor and Association Rules and applicable law, shall return said data. Any changes to the encryption standard used must be agreed upon by both Contractor and the County's Project Manager.
- 9.1.12 Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data on mutually agreed upon media with Card data limited as required by applicable law, Data Security Guidelines and other Association Rules, Card Issuer rules and regulations, and Card processor rules and regulations.
- 9.1.13 Toll free telephone number to live technical support staff or via e-mail for assistance with any Contractor owned equipment, including computer, printer, fax machine, phone lines, Express courier/regular mail scanner, software, authentication services, Authorization Server, and specific customizations, Monday through Saturday, 7:00 a.m. to 8:00 p.m., Pacific Time.
- 9.1.14 Support services and support management for any software required to connect to remote Workstations located at Department.
- 9.1.15 Notification in writing to County's designated staff regarding unscheduled system outage, component failure, or data loss, no longer than one (1) hour after the incident is identified. Department will determine the severity level of the incident. The response time is as follows:
- Critical or serious production problem shall not exceed thirty (30) minutes
 - Others shall not exceed twelve (12) hours

In all circumstances, resolution shall be completed within forty-eight (48) hours after incident is identified.

- 9.1.16 Reply time to support request emails shall not exceed one (1) hour, Monday through Saturday, between the hours of 7:00 a.m. to 8:00 p.m., Pacific Time. Reply e-mails shall not be automatically generated responses, but should provide custom response to question.
- 9.1.17 Provide onsite support to repair System Hardware at Department headquarters and district offices during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except on County-recognized holidays.

Subtask 9.1 Deliverables:

Contractor shall provide Maintenance and Support Services outlined in Subtask 9.1 (Maintenance and Support).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 9.2: CUSTOM PROGRAMMING MODIFICATIONS

As requested by County's Project Director, Contractor shall provide Custom Programming Modifications as needed to update System to meet County's evolving business and/or technical requirements. Each Custom Programming Modification shall be provided, at no cost to the County, in accordance with the following procedure:

- 1) For each Custom Programming Modification, the requesting Party, County or Contractor, shall submit a written request, Exhibit L (Deliverable Acceptance Document) of the Contract, to the other Party.
- 2) Contractor shall develop a System Design Report which includes:
 - a) Expected implementation duration
 - b) Design specification
 - c) System impact: database, user Interface, training etc.
- 3) Contractor shall submit System Design Report to County for review and approval. Upon approval of the System Design Report by County Project Director, Contractor shall develop a Project Plan in accordance with Task 1 (Project Planning and Management).

- 4) At the sole option of County's Project Director, each System component shall be subject to Acceptance Testing. Contractor shall assist in developing test plans and conducting Acceptance Tests.

Subtask 9.2 Deliverables:

- 9.2.1 Develop and submit a System Design Report for requested Custom Programming Modification.
- 9.2.2 Develop a Project Plan for the completion of approved Custom Programming Modification.
- 9.2.3 Complete approved Custom Programming Modifications.
- 9.2.4 If required by County's Project Director, develop test plans and conduct Acceptance Tests.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 9 and produce Deliverable 9.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 10 - TRAINING

SUBTASK 10.1: END USER TRAINING PLAN AND MATERIALS

Contractor shall develop a Training Needs Assessment to identify the Department's training requirements to support its End Users' roles and responsibilities. Based on this assessment, Contractor shall develop the training plan and materials to conduct End User training. End User training shall support the requirement for the skill levels identified in the training strategy developed during Task 1 (Project Planning and Management).

Contractor shall conduct training and supply original training materials including, but not limited to, End User manual and allow Department to reproduce training materials as necessary.

Subtask 10.1 Deliverable:

Training Needs Assessment and a plan and materials for End User training.

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified

completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 10.2: ON-SITE TRAINING

Contractor shall conduct on-site training classes, at no cost to the County, to include topics as follows:

- System operations
- System Software
- System Hardware
- Other equipment
- Any third party services

Subtask 10.2 Deliverable:

Conduct onsite training classes to include topics indicated in Subtask 10.2 (On-Site Training).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 10 and produce Deliverable 10.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

TASK 11 - OPERATIONS SERVICES

SUBTASK 11.1: OPERATIONS

Contractor shall provide Operations Services commencing when Work starts on Subtask 8.2 to work with Department's staff to monitor the System processing in the Department's production environment. Operation Services are specified in Attachment 3-B (Business Requirements) to this Package.

Subtask 11.1 Deliverable:

Provide Operations Services the business process as specified in Attachment 3-B (Business Requirements)

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.1 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the

sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

SUBTASK 11.2: ADDITIONAL TRAINING

Contractor shall, at no cost to County, provide additional training as County's Project Director determines to be necessary to adequately train End Users. During the term of the Contract, additional training may occur if there are significant changes to processing procedures. County anticipates no more than ten (10) End Users to receive additional training. The Contractor shall provide additional in person training within five (5) business days from request.

Subtask 11.2 Deliverable:

Provide additional in person training classes within five (5) days of County request with same deliverables as listed in Task 10 (Training).

Deliverable Acceptance Criteria: Contractor shall carry out the activities described in Task 11 and produce Deliverable 11.2 for review and approval by the County Project Manager. Deliverables will not be complete until County has verified completion and provided written sign-off. Approval of Deliverables will be in the sole discretion of County. Format of sign-off will be through Exhibit L (Deliverable Acceptance Document).

3. PERIOD OF PERFORMANCE

The Contractor's schedule is comprised of Tasks 1 through 11 specified in this Package. All Tasks shall be performed and accomplished independently. The Contractor shall consult with the County's Project Manager to ascertain and verify the requirements for each Task of the project. The Contractor shall provide all goods, materials, supplies, and services within the specified time determined in Task 1 (Project Planning and Management) and meet all requirements and standards herein specified before any written approval shall be given by the County.

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FUNCTIONAL REQUIREMENTS

LEGEND:

- A = Functionality available out of the box
- B = Functionality requires customization
- C = Functionality requires third party product(s)
- D = Functionality not available

The System function requirements are as follows. Proposers must provide a response to each of the following requirements utilizing the legend on the last page of this section.

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
1.	System complies to all applicable security standards and guidelines that may be published from time to time by the Association, any Card Issuer, or any Card processor including the CISP and PCI Data Security Standard.		
2.	System complies with all applicable County information technology (i) policies from time to time included in Chapter 6 of County's Policy Manual, which can be accessed at https://library.municode.com/ca/la_county_bos/codes/board_policy .		
3.	System encrypts data 256-bit AES when transmitting to Contractor and de-encrypting upon receipt by Contractor.		
4.	System encrypts data 256-bit AES when transmitting from Contractor and de-encrypting upon receipt by intended recipient (i.e. Department).		
5.	System is operational Monday through Saturday between the hours of 7:00 a.m. to 8:00 p.m.		
6.	System can generate bar code mailing labels for expedited mail service.		
7.	Authorization Server provides Authorization for Card orders submitted by fax, telephone and mail.		
8.	System can generate customized reports on any or all Transactions daily and as needed.		
9.	System can calculate amounts due County and service providers and generate payments via ACH. (Refer to Attachment 3-B, Section 3 and 4)		
10.	System retains and makes accessible as needed all Transaction information for the preceding 12 months.		

FUNCTIONAL REQUIREMENTS**LEGEND:**

A = Functionality available out of the box

B = Functionality requires customization

C = Functionality requires third party product(s)

D = Functionality not available

Ref. #	SYSTEM FUNCTION	Response Code (A,B,C,D)	Comments
11.	System is protected against malicious software, such as Trojans, worms and viruses. Some software methods for prevention are, including but not limited to, anti-virus software, spam filtering, and spyware/adware blockers.		
12.	System shall Interface with Department's Point of Sale System as described in Attachment 3-E)		
13.	System authorizes and processes payments in accordance with applicable Association Rules, Card Issuer rules and regulations, Card Processor rules and regulations		
14.	Regardless of Contractor's other customer's processing needs by the System, System must have the ability to handle at a minimum 550 Transactions per day for Department while meeting the Specifications.		

BUSINESS REQUIREMENTS

SECTION 1 – CARD PROCESSING

Contractor shall provide Authorization Server and web-based application and/or software to process Card payments for orders received over telephone, fax and mail:

Contractor shall generate a daily settlement report to determine the amount of reimbursement of Department's Fees for the orders processed via telephone, fax and mail. Process Authorization and deliver ACH payment once per day, per section through Authorization Server.

1.1 Overview of Business Processing:

1.1.1 Telephone Orders:

- Customer calls into Department office to request copies of Real Property or Fictitious Business Records and requests to pay by Card.
- Department staff does a cursory search to see if we have the document or if it is available for copies.
- If document is available, staff informs customer of total due.
- If customer request to pay by Card, customer is advised of the Transaction Fee. If customer agrees, staff obtains Card number from the customer over the telephone and confirms order. If expedited mail service is requested, charge is additionally added to the total.
- Staff determines the amount of the order and requests approval through the Authorization Server via the web-based application and/or software.
- Department staff prepares order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.

1.1.2 Mail:

- Customer mails in request for Vital Records, or Real Property Records copies or documents to be recorded.
- Department staff reviews request or documents for acceptability.
- Department staff determines amount of the order by referencing Department Fees posted on the web page and/or hard copy informational sheets and requests authorization.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.
- Staff processes the order through the internal system.
- Copies and or recordings are processed through the normal process.

BUSINESS REQUIREMENTS

- Department staff prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options

1.1.3 Fax:

- Customer faxes in request for Real Property or Fictitious Business Records copies.
- Department staff reviews request or documents for acceptability.
- Department staff determines amount of the order by referencing Department Fees posted on the web page and/or hard copy informational sheets and requests authorization via the web-based application and/or software.
- Contractor shall remit Department Fees as specified in Paragraph 5.3 in the body of the Contract.
- Staff processes the order through the internal system.
- Copies and or recordings are processed through the normal process.
- Department staff prepare order for mailing (if expedited mailing option is selected, using packing materials and mailing labels provided by Contractor).
- Contractor arranges for pick up by applicable expedited mail carriers of all orders for which customers selected expedited mailing options.

1.2 Contractor shall provide a System to accept and process Card payment for record orders in accordance with Association Rules, Card Issuer rules and regulations, Card processor rules and regulations. System shall have the capability to:

- Accept and transmit the Card information through the web-based application and/or software.
- Process request and respond to Department with authorization or decline Card within seven (7) seconds of request.
- Generate an ACH for Department Fees for all authorized Card Transactions once per day, per section in accordance with Paragraph 5.3 in the body of Contract.
- Provide daily settlement report to confirm the total amount of Department's Fees for the processed copies of records.
- Store 12 months of Transaction data in active file.
- Maintain five (5) years of archived Transaction data.

1.3 Data Retention:

Contractor must retain the following information in an encrypted format of 256-bit AES acceptable to Department in readily accessible computerized system for at least 12 months:

BUSINESS REQUIREMENTS

- Cardholder Name
- Card authorization code
- Terminal transaction number
- Fee amounts

Contractor shall additionally retain such other information (a) as Contractor deems necessary to dispute chargebacks or other Card adjustments and/or (b) as is required to comply with applicable laws, Association Rules, Card Issuer rules and regulations and/or Card processor rules and regulations.

SECTION 2 - PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

At Contractor's expense, Contractor shall schedule an annual external audit to be conducted by reputable 3rd party audit company to illustrate annual CISP and PCI Data Security Standard compliance. Contractor shall then provide County a letter no later than 30 days after receipt of audit findings, certifying as to the date of such findings and as to whether it passed or failed. As appropriate, Department is requesting findings from any internal audit or third party including non-County client required audits, hired audit/testing vendors and VISA/MC required audits.

SECTION 3 – DELIVERY SERVICES

Contractor shall be responsible for the expedited mail services of all orders and shall:

- 3.1 Arrange for the expedited mail services to pick up between 2:00 and 4:00 PM, Pacific Time, each business day at the Department headquarters in Norwalk, CA.
- 3.2 Provide the Department with packing materials and pre-printed delivery labels containing the Department return address and Contractor's third-party billing number for expedited mail service delivery.
- 3.3 Provide the mailing information on bar code label to be used in conjunction with window envelopes. Department requires System generated bar code labels so that Department staff can scan the bar code with Contractor provided bar code reader to capture the information on the out-going order directly into the Department database to close out that particular order.
- 3.4 Assume full responsibility and guarantee payment of delivery fees to mail service providers on all orders processed through the Contractor's System.

SECTION 4 – FEES AND PAYMENTS

Contractor shall be responsible for the collection of all fees and payments from customers and settlement of Department's Fees (refer to Appendix C, Technical Exhibit 2) in accordance with Paragraph 5.3 in the body of the Contract. Contractor shall:

BUSINESS REQUIREMENTS

- 4.1 Provide Card Payment acceptance and payment authorization services to customers, pursuant to the Contract requirements and applicable Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.2 Accept payment for charges from the customer using major credit/charge cards, including Visa, MasterCard, American Express and Discover pursuant to the Contract requirements and Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.
- 4.3 Accept full responsibility for Transaction settlement, inquiries, charge backs, rejected charges/returns and adjustments for insufficient funds.
- 4.4 Provide daily Transaction reports for daily accounting and reconciliation.
- 4.5 Generate ACH of Department Fees in accordance with Paragraph 5.3 in the body of the Contract.
- 4.6 Contractor shall process full and partial refunds (including, without limitation, those described in Section 5.3 of this Attachment 3-B) card credit adjustments, retrieval requests, chargebacks, and refunds within the times required by the Association Rules, Card Issuer rules and regulations and Card processor rules and regulations.

SECTION 5 – COUNTY RESPONSIBILITIES

- 5.1 County will process all requests received from Contractor for which County is able to locate records. All requests for which County is unable to locate records will be referred to appropriate Department section to notify customer.
- 5.2 County will make available for pick up by Contractor's arranged expedited mail courier all located records using Contractor generated mailing label for expedited mail service, if requested by customer.
- 5.3 County will inform Contractor of any errors or necessary credit adjustments within 24 hours pursuant to mutually agreed upon procedures. For example, if a customer requests three copies of birth certificate and that certificate is not available (sealed due to adoption, etc.) Department keeps the fee equivalent to one copy and the Contractor would need to adjust the remainder. If the person requested expedited mail service, the Contractor would need to adjust credits that portion as well.

SECTION 6 – CONFIDENTIAL PROTOCOLS

Contractor shall comply with Paragraph 7.7 (Confidentiality) in the body of the Contract and shall implement confidentiality, security and other related requirements of this Package and elsewhere in the Contract and the following protocols to ensure customer personal information is kept secure and confidential. County shall seek any remedies

BUSINESS REQUIREMENTS

provided in this Package and elsewhere in the Contract, including, but not limited to Paragraph 18.24 (Liquidated Damages) or termination of the Contract as provided in the Contract for Contractor's failure to comply with related confidentiality and security requirements.

1. Ensure encryption on transmitted and archived data.
2. Ensure that servers (authorization and data) and workstations are sanitized at the end of their useful life. Sanitized as defined herein is the removal of all County or customer data. A record of disposed hardware must be kept for five (5) years after termination or expiration of the Contract. Contractor shall provide a policy that describes the method of disposition of excess and surplus computer equipment.
3. Ensure the use of software protection against malicious software, such as Trojans, worms and viruses, is in place on all computer equipment. This should include, but is not limited to, anti-virus software, spam filtering, spyware/adware blockers, and a formalized plan for the update of operating system patches.
4. Ensure that the notification process is documented in the event of security breaches involving confidential and sensitive information.

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SYSTEM SOFTWARE

To be created to include a listing of all System Software, Interfaces, reporting software and whatever software Department accesses on the workstation.

SYSTEM HARDWARE

Contractor shall include a listing of all System Hardware in the System. At a minimum, the Hardware should be as follows. Should Contractor need to change specifications, this can be done with the Contract of both the Contractor and the County Project Manager:

COMPUTER HARDWARE:

Workstation Class Machine such as: Intel® Core™ 2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066)
 4 GB 513 Dual-Channel DDR27 SDRAM (533MHz, 2 or 4 DIMMs)
 300 GB 4 Single Serial ATA Hard Drive

Suggested Configuration:

Video: VGA and 1 S-Video

IEEE 1394 - 1 front-panel 6-pin serial connector

USB: 8 Ports (2 Front, 6 Back) + 1 internal

Audio: Audio – six back-panel connectors for line-in, line-out, microphone, rear surround, side surround,

Additional Jacks: 1 front headphone jack and 1 front / 1 back microphone jack

Network: Integrated Ethernet

Integrated 10/100 network Interface

BAR CODE READER:

Both hand-held and fixed projection

PowerLink user-replaceable cables

Adjustable Stand

Short-range and Long-range activation

Flash ROM with Meteor 2 upgrade utility

Supports commonly used Interfaces, including USB

AUTHORIZATION SERVER:

Server-Class Machine such as HP ProLiant ML570 G4 3.4GHz High Performance Rack Server
 Server HP ProLiant ML570 G4 High Performance Rack Server

Suggested configuration:

2 Dual-Core 64-bit Intel(r) Xeon(r) Processors 7140M (3.40GHz, 150 Watts, 800MHz FSB, 16MB L3 Cache)

RAID memory (requires 4 memory boards configured alike) 1st memory board 8GB

Total REG PC2-3200 (4x2GB)

2-Rank memory Redundant Memory Board 8GB Total REG PC2-3200 (4x2GB)

2-Rank memory HP Smart Array P600/512 controller

3-HP 72GB Hot Plug 2.5 SAS 15,000 rpm Hard Drive Dual 910/1300W hot plug power supplies Redundant hot plug fans HP Dual embedded NC371i Multi-function Gigabit network adapter SlimLine DVD-ROM Drive (8x/24x)

POINT OF SALE SYSTEM INTERFACE

The selected Contractor shall deliver documentation on how the Department's existing Point of Sale System can Interface with Contractor's System. The Interface should, for this Package, be based on a unique identifier number for each Transaction (customer order) passed to the Point of Sale system in order to track back to the original order. The Department System is a SQL 2016 database and custom C# Windows client application that handles all Cashiering functionality. Contractor shall specify the format in which its data is saved and what language it is written in. Contractor shall provide an Application Programming Interface (API) schematic and any data definitions. Department will have the right to review and approve the API and or format and finalize with the selected Contractor.

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.	
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:	
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.	

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

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

***Use additional sheets if necessary**

[Click or tap here to enter text.](#)

Contractor's Representative Signature

Date Signed

Additional Comments: Click or tap here to enter text.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract -Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E (Contractor's Administration).	Inspection and Observation	\$50 per occurrence.
Contract: Sub-paragraph 8.38 - Record Retention and Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Inspection of files	\$10,000 per occurrence or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained.
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection and Observation	\$500 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance	\$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan)	Contractor shall submit a Quality Assurance Plan on not less than an annual basis following Contract award.	Report Submission.	\$500 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.1	Contractor's attend all meetings.	Attendance/Observation.	\$50 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-Section 5.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection/Discrepancy Report.	\$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three (3) work days.	Inspection/Discrepancy Report.	\$100 per occurrence.
SOW: Section 5.0 (Quality Assurance Plan), Sub-section 5.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	\$100 per occurrence.

SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor's Project Manager and alternate shall be available and accessible to Department via telephone on a twenty-four (24) hour per day basis.	Observation.	\$50 per occurrence.
SOW: Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail on a twenty-four (24) hour per day basis.	Inspection/Observation.	\$100 per day.
SOW: Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	\$100 per occurrence.
SOW: Section 8.0 (Work Schedules), Sub-section 8.1	Contractor shall submit revised schedules within three (3) workdays prior to scheduled work.	Inspection/Observation.	\$100 per day.
SOW: Section 9.0 (Unscheduled Work), Sub section 9.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	\$100 per day.
SOW: Packages 1, 2, and 3: Task 4 (Security), Subtask 4.1 (Standards and Guidelines)	Contractor to remain a CISP and PCI certified service provider and if necessary, provide within seventy-two (72) hours notification of decertification with a corrective action plan.	-Annual 3rd party PCI security audit assessment report. -Quarterly Contractor self-reporting to include status of security compliance. -County observation of compliance to security certification from Associations.	\$10,000 per every thirty (30) days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained during then non-certification period.
SOW: Packages 1, 2, and 3: Task 4 (Security), Subtask 4.1 (Standards and Guidelines)	Contractor to remain a CISP and PCI certified service provider and if necessary, provide within seventy-two (72) hours notification of decertification with a corrective action plan.	-Annual 3rd Party PCI security audit assessment report. -Quarterly Contractor self-reporting to include status of security compliance. -County observation of compliance to security certification from Associations.	\$10,000 per every 30 days until recertification obtained or the maximum fine assessed by any applicable Card Issuer, Association or PIN Debit Network, plus refund of any other damages or loss of any kind of nature sustained during then non-certification period.
SOW: Package 1: Task 4 (Security), Subtask 4.2 (File Transfer and Online Transactions)	Contractor maintains minimum of File Transfer Protocol file encryption of 256-bit AES and transactions are protected by public-key encryption utilizing Secure	-Upon County's request Contractor shall provide evidence of Contractor's ability to decrypt file available.	Suspend Contractor's services and \$10,000 per business day until service level restored.

	Socket Layer Internet Security Protocol.	-County observation of maintenance of 256-bit AES SSL encryption.	
SOW: Package 1: Task 4 (Security), Subtask 4.2 (File Transfer and Online Transactions)	Contractor to maintain SSL certificate for all Contractor hosted applications and all County hosted or housed applications which are maintained by Contractor.	-Evidence of certificates upon County's request. -County's inspection and observation.	\$10,000 per each business day that digital certificate not produced.
SOW: Package 1: Task 4 (Security), Package 1: Subtask 4.4 (Notification/ Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Package.	Inspection/Observation.	\$1,000 per occurrence.
SOW: Packages 2 and 3: Task 4 (Security), Subtasks 4.3 (Notification /Reports of Security Incidents)	Contractor provides written security incident reports and assessments of all incidents within timeframe specified in each Package.	Inspection/Observation.	\$1,000 per occurrence.
SOW: Package 1: Task 4 (Security), Subtask 4.4 (Notification/ Reports of Security Incidents) SOW: Packages 2 and 3: Task 4 (Security), Subtasks 4.3 (Notification/ Reports of Security Incidents)	Contractor shall provide County a letter which certifies the System is CISP, DISC, EMV, PCI, and SOP compliant prior to County issuing the Certificate of Completion for Subtask 8.2 (Acceptance Testing) and annually thereafter on the anniversary of the effective date.	Evidence of letter.	\$50 or \$100 per day until letter is provided.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.1	Contractor corrects Deficiencies within timeframe specified in each Package.	Inspection/Observation.	\$1,000 per occurrence.
SOW: Package 1: Task 9 (Maintenance and Support Services), Subtask 9.1.3	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions twenty-four (24) hours per day, 365/366 days a year, with the exception of schedule maintenance.	-Contractor provides self- reporting, which provides System, processor and application utilization statistics. - County observation of production card processing transaction System uptime.	\$10,000 per occurrence.
SOW: Packages 2 and 3: Task 9 (Maintenance and Support Services) Subtask 9.1.3	Contractor shall maintain the Payment processing services at a highly available (99.9%) fully redundant and capable of processing transactions during business hours Monday through Friday 7:00 A.M. to 8:00 P.M. PT, with the exception of schedule maintenance.	-Contractor provides self-reporting, which provides System, processor and application utilization statistics. -County Observation of production card processing transaction System uptime.	\$10,000 per occurrence.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.4	Contractor shall provide Transaction roundtrip processing Authorization time which does not exceed seven (7) seconds response time as specified in each	-Contractor shall provide self-reporting to include Transaction roundtrips.	Failure to correct deficiencies and to sustain compliance, at County's sole discretion, would result in

	Package.	-County observation of Transaction roundtrips.	termination.
SOW: Packages 1, 2, and 3: Task 9 (Maintenance and Support Services), Subtask 9.1.6	Contractor shall provide written notification to County of scheduled maintenance and updates that impact system no less than one (1) calendar week. County reserves the right to approve or disapprove the maintenance scheduled based on Department business needs.	Inspection/Observation.	Delayed schedule maintenance and updates at Contractor's sole expense.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.9	Contractor shall provide up-to-date written product Specifications within two (2) business days of every update and Custom Programming Modification.	Inspection/Observation	\$1,000 per day occurrence.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.7	Contractor shall provide up-to-date written product Specifications within two (2) business days of every update and Custom Programming Modification.	Inspection/Observation	\$1,000 per day occurrence.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.11	Contractor shall back up County data regularly based upon a mutually agreed upon interval to maintain System recoverability.	Inspection/Observation	\$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.8	Contractor shall back up County data regularly based upon a mutually agreed upon interval to maintain System recoverability.	Inspection/Observation	\$100,000 per occurrence where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.12	Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data.	Inspection/Observation	\$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.10	Contractor shall store at least twelve (12) months of live County data encrypted in 256-bit AES before archiving and provide County access of archived data.	Inspection/Observation	\$100,000 per occurrence where requested data cannot be located an any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.14	Contractor shall make live and archived data available to County upon 10 business days of County request for such data.	Inspection/Observation	\$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined

			by County.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.12	Contractor shall make live and archived data available to County upon ten (10) business days of County request for such data.	Inspection/Observation	\$1,000 per day where requested data cannot be located and any resulting damage and/or loss of any kind or nature as determined by County.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.15	Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 7:00 A.M. to 8:00 P.M. Pacific Time (PT), Monday through Friday.	Inspection/Observation	\$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.13	Toll free access telephone number to real time technical support staff or via e-mail for assistance with any Contractor owned equipment, including, but not limited to, computer, printer, fax machine, Express courier\regular mail scanner, software, authentication server, phone lines, and specific customizations during normal business hours 7:00 A.M. to 8:00 P.M. Pacific Time (PT), Monday through Friday.	Inspection/Observation	\$1,000 per day Department is unable to process work due to downtime.
SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.18	Notification of County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Package with a Resolution within forty-eight (48) hours after incident is identified.	Notification to County designated staff/Inspection/Observation	\$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.15	Notification of County designated staff regarding unscheduled system outage, component failure, or data loss no longer than one (1) hour after the incident is identified and comply with the average wait time as specified for each Package with a Resolution within forty-eight (48) hours after incident is identified.	Notification to County designated staff/Inspection/Observation	\$1,000 per day Department is unable to process work due to downtime.

SOW: Packages 1 and 2: Task 9 (Maintenance and Support Services), Subtask 9.1.19	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 A.M. to 8:00 P.M. Pacific Time (PT). Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	Inspection/Observation.	\$1,000 per day Department is unable to process work due to downtime.
SOW: Package 3: Task 9 (Maintenance and Support Services), Subtask 9.1.16	Reply time to support request emails shall not exceed one (1) hour, Monday through Friday, between the hours of 7:00 A.M. to 8:00 P.M. Pacific Time (PT). Reply e-mails shall not be automatically generated responses, but should provide custom response to question.	Inspection/Observation.	\$1,000 per day Department is unable to process work due to downtime.
SOW: Packages 1, 2, and 3: Task 11 (Operations Services), Subtask 11.2 (Additional Training)	Contractor provides additional training within the five business days of request.	Inspection/Observation.	\$1,000 per day until training is provided.
SOW: Packages 1, 2, and 3 (Functional Requirements).	Contractor complies with all functional requirements as specified in each Package.	Inspection/Observation.	\$10,000 per occurrence.
SOW: Packages 1, 2, and 3 (Business Requirements).	Contractor complies with all business requirements as specified in each Package.	Inspection/Observation.	\$10,000 per occurrence.

PRICING SCHEDULE

Services are offered at no cost to County of Los Angeles. The service fees listed below will be charged to those consumers who choose to utilize the VitalChek service.

Service	Per Transaction Fee
Online Transactions – Package 1	\$10.75
Card Present Transactions – Package 2	\$1.75
Card Not Present Transactions – Package 3	\$1.75

Cost Breakdown

SECTION 1 COST BREAKDOWN FOR ONLINE TRANSACTIONS	
SECTION 2 Connectivity Services- Avg interchange + assessment + processing fees	SECTION 3 \$1.70
SECTION 4 Authentication Services	SECTION 5 \$3.00
SECTION 6 Operational, Financial and Technology Fees:	SECTION 7 \$6.05
SECTION 8 Hardware/Software and related supplies	
SECTION 9 Development and QA	
SECTION 10 24/7 Technical Support	
SECTION 11 Upgrades and Maintenance	
SECTION 12 Communication Lines (phone, fax, DSL)	
SECTION 13 Banking/Reporting	
SECTION 14 24/7 Customer Support	
SECTION 15 Shipping supplies	
SECTION 16 Credits and Refund Inquiries	
SECTION 17 Chargeback Dispute Resolution	
SECTION 18 Document Matching	
SECTION 19 TOTAL	SECTION 20 \$10.75

SECTION 21 COST BREAKDOWN FOR CARD PRESENT TRANSACTIONS	
SECTION 22 Connectivity Services- Avg interchange + assessment + processing fees	SECTION 23 \$0.82
SECTION 24 Operational, Financial, and Technology Fees:	SECTION 34 \$0.93
SECTION 25 Hardware/Software and related supplies	
SECTION 26 Development and QA	
SECTION 27 24/7 Technical Support	
SECTION 28 Upgrades and Maintenance	
SECTION 29 Communication Lines	
SECTION 30 Banking and Reporting	
SECTION 31 24/7 Customer Support	
SECTION 32 Credits and Refunds Inquiries	

SECTION 33 Chargeback Dispute Resolution	
SECTION 35 TOTAL	SECTION 36 \$1.75

SECTION 37 COST BREAKDOWN FOR CARD NOT PRESENT TRANSACTIONS	
SECTION 38 Connectivity Services- Avg interchange + assessment + processing fees	SECTION 39 \$0.82
SECTION 40 Operational, Financial, and Technology Fees: SECTION 41 Hardware/Software and related supplies SECTION 42 Development and QA SECTION 43 24/7 Technical Support SECTION 44 Upgrades and Maintenance SECTION 45 Communication Lines SECTION 46 Banking and Reporting SECTION 47 24/7 Customer Support SECTION 48 Credits and Refunds Inquiries SECTION 49 Chargeback Dispute Resolution	SECTION 50 \$0.93
SECTION 51 TOTAL	SECTION 52 \$1.75

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT #24-005: RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES

CONTRACTOR: LEXISNEXIS VITALCHEK, INC.

COUNTY PROJECT DIRECTOR:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY PROJECT MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MANAGER:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS ANALYST:

Name:

Address:

Telephone:

E-Mail Address:

COUNTY CONTRACTS AND GRANTS MONITOR:

Name:

Address:

Telephone:

E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACT #25-001: RECORDS PAYMENT AND PROCESSING SYSTEM AND RELATED SERVICES

CONTRACTOR: LEXISNEXIS VITALCHEK NETWORK, INC.

CONTRACTOR'S PROJECT DIRECTOR:

Name:

Address:

Telephone:

Email Address:

CONTRACTOR'S PROJECT MANAGER:

Name:

Address:

Telephone:

Email Address:

CONTRACTOR'S AUTHORIZED OFFICIAL:

Name:

Address:

Telephone:

Email Address:

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING ADDRESS:

Name:

Address:

Telephone:

Email Address:

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: [Click or tap here to enter text.](#) Contract No [Click or tap here to enter text.](#)

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against

disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

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

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

SIGNATURE: Click or tap here to enter text.

DATE: Click or tap here to enter text.

PRINTED NAME: Click or tap here to enter text.

POSITION: Click or tap here to enter text.

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

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BabySafeLA.org

No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

1. DEFINITIONS

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

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

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

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant,

accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event

less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;

- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices 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 must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

Except as provided under the terms of this contract, the Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

- 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".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's

contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

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

7. CONTRACTOR EMPLOYEES

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

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

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

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

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

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

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party shall be under binding obligations to Contractor no less stringent than those applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

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

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (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 must 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 will apply to back-up media stored by the Contractor at off-site facilities.

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
 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:

Jeremy Keller
 Departmental Information Security Officer
 12400 Imperial Highway

Norwalk, CA 90650
(562) 462-2445
jkeller@rrcc.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. 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. Such audits and tests as referenced in this section may only be conducted with the approval of both parties. Nothing in this section or elsewhere in this agreement shall be construed as requiring Contractor to disclose information that is protected by a legal privilege or is trade secret or information that would jeopardize the confidentiality obligations Contractor has with other Customers.

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

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

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

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

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit as agreed to in advance by Contractor, 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. Contractor shall provide reasonable cooperation to the County in the event the County requires such audits or tests. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees

to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation or otherwise privileged or Trade Secret and at the written request of County, 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 must 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 must secure and maintain cyber liability insurance coverage with limits of at least \$ 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 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, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

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

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must promptly and without undue delay implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

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

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

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

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

During the term of this Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS. During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund. Contractor will provide the SaaS services with no material decrease in level of performance, functionality, features or security of such services.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. Upon written request by the County, the results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be promptly shared with County's Chief Information Security Officer. The County reserves the right to review the full results of the Contractor's audit either in person or via video conference if there are any questions regarding the executive summary provided. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** In the event that the Contractor subcontracts services that are outside the ordinary course of its business, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged and obtain written consent of the County's Contract Administrator.
- g. **Information Import Requirements at Termination:** Upon County's written request upon the termination of this Contract, the Contractor must promptly without undue delay provide County with a complete, portable, and secure copy of all County Information, including as applicable all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be mutually agreed upon by County and Contractor upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - A. Using its reasonable commercial efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - iii. Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

DELIVERABLE ACCEPTANCE DOCUMENT

(Contractor Name and Address)		TRANSMITTAL DATE
		CONTRACT NUMBER
		TITLE
FROM: _____ Contractor's Project Director (Signature Required)	TO: County Project Director, _____	
Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.		
County Acceptance:		
NAME _____	SIGNATURE _____	DATE _____
County's Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's IT Project Manager		
NAME _____	SIGNATURE _____	DATE _____
County's Project Director		

INVOICE DISCREPANCY REPORT (IDR)

1. ISSUE:
Today's Date: _____
Contractor: _____
Phone Number: _____
Name: _____
Date of Subject Invoice: _____
Invoice Number of Subject Invoice: _____
Total Value of Subject Invoice: _____
Disputed Value of Subject Invoice: _____
Description of Disputed Charges: _____

2. REVIEWED/SIGNED:
Signed: _____ Date: _____
County Project Director (CPD)

3. CONTRACTOR RESPONSE (completed by Contractor's Project Manager):
Date received from CPD: _____
Explanation regarding Disputed Charges: _____

Corrective Action Taken:

Signed: _____ Date: _____
Contractor Project Director

Instructions: CPD: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Confidential

Background Check Attestation Form

This letter is to acknowledge and attest that all Contractor and approved Subcontractor principals, officers, employees, staff, agents, and contractors (collectively, "Staff") working under Contract #25-001 (*Records Payment and Processing System and Related Services*) will have completed a background check as required.

- Under no circumstance may any Staff perform work under the Contract until they have completed and passed the required Contractor’s standard background check.
- All fees associated with the background check shall be at the expense of the Contractor.
- Contractor must maintain background check records for all Staff and subject to applicable laws and Contractor’s policies must provide such records to the County for audit purposes, as requested by the County including details provided about the basis for such request.
- No Staff shall perform services under this Contract if the Staff member is on active probation or parole.
- No Staff having access to Los Angeles County ("County") information or records shall have a criminal conviction record or pending criminal charges unless such information has been fully disclosed to the County and utilization of that Staff for this service is approved in writing by the County.
- If a criminal conviction record or pending criminal charge is found, the County will determine, in its sole discretion, whether Staff is unsuitable for the position or work duties required under this Contract (such as certain kinds of criminal activity or a history that has a direct or adverse relationship with specific work duties).
- Contractor must monitor all Staff during the duration of the Contract/work order term, even after the initial background check has been completed. All subsequent arrests or noncompliance with background check requirements for any Staff must be disclosed to the County Project Manager immediately which will be reviewed by the County to determine if there is a job nexus and to take appropriate action as needed.
- If identified by County as being required for certain Services, additional background investigations(s) may be required.

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

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

Contractor Name	
Contractor Address	
Name and Title	
Signature	
Date	

DEBARMENT CERTIFICATION

I, _____, on behalf of LexisNexis VitalChek Network, Inc. ("Contractor"), certify that on County Contract #25-001 for Records Payment and Processing System and Related Services:

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

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

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

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

Contractor Personnel includes subcontractors (If applicable).

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

Name (Print): _____
 Title: _____
 Signature: _____
 Date: _____
 Company/Contractor Name: _____

SOLE SOURCE CHECKLIST

Department Name: _____

- New Sole Source Contract
- Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

Date