

# MARKETING SERVICES AGREEMENT

BETWEEN

THE LOS ANGELES AFFORDABLE HOUSING SOLUTIONS  
AGENCY

AND

THE LEE ANDREWS GROUP, INC.

**CONTRACT NUMBER: HOA.105117940.1**

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**CONTRACT BETWEEN**

**LACAHSA**

**AND**

**The Lee Andrews Group, Inc.**

**FOR**

**MARKETING SERVICES**

This Contract ("Contract" or "Agreement") is entered into by and between the Los Angeles Affordable Housing Solutions Agency (hereafter "LACAHSA") and The Lee Andrews Group, Inc. (hereafter referred to as "Contractor" or "Consultant"), to provide LACAHSA with marketing services. LACAHSA and Contractor are herein referred to as collectively the ("Parties").

**RECITALS**

WHEREAS, Contractor desires to provide, and LACAHSA desires to acquire from Contractor, marketing services;

WHEREAS, Contractor is a recognized professional(s) with extensive experience and training in their specialized field. In rendering these services Contractor shall, at a minimum, exercise the ordinary care and skill expected from the average practitioner in Contractor's profession acting under similar circumstances; and

WHEREAS, as approved and authorized by the LACAHSA Governing Board ("BOARD") on October 10, 2024, and updated on January 22, 2025 the Interim Chief Executive Officer was delegated the authority to solicit for, negotiate, enter into, execute, terminate, amend and implement contracts to acquire goods or services for the sole benefit of, in the name of and as the property of LACAHSA, with each contract term not to exceed one (1) year (inclusive of all renewals, extensions and amendments), and with each contract value not to exceed a total of \$150,000.00, subject to review as to form by LACAHSA counsel, and provided that all contracts that exceed the term limit or value, must be brought to the LACAHSA Governing Board for review and approval; and,

NOW, THEREFORE, LACAHSA and Contractor agree as follows:

**1 SECTION ONE**

**1.1 ENTIRE CONTRACT**

**1.1.1** This Contract and the Exhibits here to constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 1.5 - Amendments and signed by both parties.

**1.1.2** Exhibits A, B, C, and D, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or

interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Contract and then to the Exhibits according to the priority listed above.

## **1.2 WORK**

- 1.2.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time all tasks, deliverables, services, and other work as set forth in herein Exhibit A - Statement of Work.
- 1.2.2** If the Contractor provides any tasks, deliverables, or services, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against LACAHSA.
- 1.2.3** All tasks, deliverables, or services performed by Contractor are subject to the written approval of LACAHSA Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by LACAHSA.
- 1.2.4** If under this Contract, payment is made on an hourly or as-needed basis, Contractor must provide anticipated work, hours, and cost estimates to LACAHSA Project Manager and Contractor must receive approval from LACAHSA Project Manager prior to beginning work. LACAHSA approval is at LACAHSA's discretion and not guaranteed.

## **1.3 TERM OF CONTRACT**

The term of this Contract will commence upon the date of execution by LACAHSA and will expire on June 30, 2025, subject to LACAHSA's right to terminate earlier in accordance with this Contract.

## **1.4 CONTRACT SUM**

### **1.4.1 Maximum Contract Sum**

The maximum contract sum of this Contract will be \$130,000 for the term of this Contract as set forth in Paragraph 1.3 - Term of Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

### **1.4.2 Written Approval for Reimbursement**

Contractor will not be entitled to payment or reimbursement for any tasks, deliverables, or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any 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 LACAHSA's express prior written approval.

**1.4.3 Notification of 75% of Maximum Contract Sum**

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

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

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

**1.4.5 Invoices and Payments**

**1.4.5.1** Contractor must invoice LACAHSA only for the tasks, deliverables, or services performed as specified in Exhibit A – Statement of Work and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by LACAHSA under the terms of this Contract. Payment to Contractor will be in arrears and based upon the approval and acceptance of tasks, deliverables, or services performed as set forth in Exhibit A – Statement of Work, and in accordance with Paragraph 1.2.1 and Exhibit B – Pricing Schedule, provided that Contractor is not in default under any provision of this Contract and has submitted a complete and accurate invoice of payment due. LACAHSA acceptance of services and/or deliverables will not be unreasonably withheld. Contractor's fees must include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor.

**1.4.5.2** Contractor must submit the monthly invoices to LACAHSA's Project Manager identified in Exhibit C - LACAHSA's Administration by the 15th calendar day of the following month that services and/or deliverables were provided to LACAHSA. All invoices submitted by the Contractor for payment must have the written approval of LACAHSA Project Manager prior to any payment thereof. In no event will LACAHSA be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

- 1.4.6.1** LACAHSA, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with LACAHSA will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by LACAHSA.
- 1.4.6.2** Contractor must submit a direct deposit authorization request to LACAHSA with banking and vendor information, and any other information that LACAHSA determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 1.4.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 1.4.6.4** At any time during the duration of the agreement or 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 LACAHSA is not feasible and an alternative is necessary. LACAHSA will decide whether to approve exemption requests.

### **1.5 AMENDMENTS**

- 1.5.1** Any amendment to this Contract, including as set forth in Paragraph 1.3 - Term of Contract, will be at the mutual consent of LACAHSA and the Contractor and must be prepared by LACAHSA.
- 1.5.2** LACAHSA's Board, or designee, may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. LACAHSA reserves the right to add and/or change such provisions as required by LACAHSA's Board. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and LACAHSA.
- 1.5.3** For any change which does not materially affect the Contract term, maximum contract sum, scope of work or any Contract term or condition, a change notice may be signed by LACAHSA Project Manager and Contractor Project Manager.

## **2 SECTION TWO**

### **2.1 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

- 2.1.1** Contractor must notify LACAHSA of any pending acquisitions or mergers of Contractor's company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying

LACAHSA of pending acquisitions or mergers, then Contractor should notify LACAHSA of the actual acquisitions or mergers as soon as the law allows and provide to LACAHSA the legal framework that restricted Contractor from notifying LACAHSA prior to the actual acquisitions or mergers.

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

**2.1.3** 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 LACAHSA'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, LACAHSA will be entitled to pursue the same remedies against Contractor as LACAHSA could pursue in the event of default by Contractor.

## **2.2 COMPLIANCE WITH APPLICABLE LAW**

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

**2.2.2** Contractor must indemnify, defend, and hold harmless LACAHSA, 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 LACAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 2.2 Compliance with Applicable Law will be conducted by Contractor and performed by counsel selected by Contractor and approved by LACAHSA. Notwithstanding the preceding sentence, LACAHSA will have the right to participate in any such defense at LACAHSA's sole cost and expense, except that in the event Contractor fails to provide LACAHSA with a full and adequate defense, as determined by LACAHSA in its sole judgment, LACAHSA will be entitled to retain its own counsel, including, without limitation, LACAHSA Counsel, and to



reimbursement from Contractor for all such costs and expenses incurred by LACAHSA 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 LACAHSA without LACAHSA's prior written approval.

## **2.3 SUBCONTRACTING**

- 2.3.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of LACAHSA. Any attempt by the Contractor to subcontract without first obtaining prior written approval and the prior consent of LACAHSA may be deemed a material breach of this Contract.
- 2.3.2** If the Contractor desires to subcontract, the Contractor must provide the following information promptly to LACAHSA:
- 2.3.2.1** A description of the work to be performed by the subcontractor;
  - 2.3.2.2** A draft copy of the proposed subcontract; and
  - 2.3.2.3** Other pertinent information and/or certifications requested by LACAHSA.
- 2.3.3** Contractor must indemnify and hold LACAHSA 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.
- 2.3.4** Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding LACAHSA's approval of the Contractor's proposed subcontract. Contractor will be responsible for ensuring each subcontractor complies with the provisions of this Contract.
- 2.3.5** LACAHSA's consent to subcontract will not waive LACAHSA'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 LACAHSA right.
- 2.3.6** 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 LACAHSA's consent to subcontract.
- 2.3.7** Contractor must include all subcontractors as insureds under Contractor's own policies, or must provide LACAHSA with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

**2.4 CONFLICT OF INTEREST**

- 2.4.1** 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.
- 2.4.2** No LACAHSA employee whose position with LACAHSA 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 LACAHSA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence LACAHSA's approval or ongoing evaluation of such work.
- 2.4.3** 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, Contractor must immediately make full written disclosure of such facts to LACAHSA. 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.

**2.5 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 with the Government Code to a LACAHSA 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 LACAHSA.

**2.6 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATIONS**

Contractor is prohibited from submitting a bid or proposal in a LACAHSA solicitation if the Contractor has provided advice or consultation for the solicitation. Contractor is also prohibited from submitting a bid or proposal in a LACAHSA solicitation if the Contractor has developed or prepared any of the solicitation materials on behalf of LACAHSA. A violation of this provision will result in the disqualification of the Contractor from participation in LACAHSA solicitation or the termination or cancellation of any resultant LACAHSA contract. The above provision will also apply to Contractor's subsidiaries, joint ventures, partners, and others having right or interest in the solicitation or the resultant LACAHSA contract.

**2.7 INDEPENDENT CONTRACTOR STATUS**

- 2.7.1** This Contract is by and between LACAHSA 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 LACAHSA and the Contractor. The employees and agents of one must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**2.7.2** Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, including but not limited to Contractor employees, consultants, outsourced vendors, independent contractors, interns, volunteers, and staff, any and all compensation and benefits. LACAHSA 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.

**2.7.3** Contractor understands and agrees that all persons performing work pursuant to this Contract including but not limited to Contractor employees, consultants, outsourced vendors, independent contractors, interns, volunteers, and staff, are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of LACAHSA and do not have and will not acquire any rights or benefits of any kind from LACAHSA performing work under the Contract. 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.

## **2.8 CONFIDENTIALITY**

**2.8.1** Contractor agrees that all LACAHSA Information, including but not limited to, data and information in any form such as documents, reports, algorithms, programs, graphics, cartographs, audiovisuals, and all other materials that are in possession of, belong to, or were obtained from LACAHSA; or originated, created, or developed by Contractor under the Contract ("LACAHSA Information"), is confidential and proprietary to LACAHSA regardless of whether such information was disclosed intentionally or unintentionally, or marked as "confidential". Contractor will not disclose any LACAHSA Information except as described under this Contract.

**2.8.2** 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, LACAHSA policies concerning information technology security and the protection of confidential records and information.

**2.8.3** Contractor may disclose LACAHSA Information only as necessary to carry out its obligations and to those individuals who have a need to know, or as required by law, and is prohibited from using LACAHSA Information for any other purpose without the prior express written approval of LACAHSA Project Manager and Contract Manager. If required by a court of competent jurisdiction or an administrative body to disclose LACAHSA Information, the Contractor must notify LACAHSA Project Manager immediately and prior to any such disclosure, to provide LACAHSA an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- 2.8.4** Contractor agrees to immediately report to LACAHSA any and all violations of these provisions by Contractor and staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder and/or by any other person of whom Contractor becomes aware.
- 2.8.5** If Contractor receives a request for the release of any data or information involving LACAHSA Information, the Contractor must notify LACAHSA within three (3) calendar days and LACAHSA will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request.
- 2.8.6** Contractor must inform all its staff, including but not limited to officers, employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder of the Confidentiality provisions of this Contract and ensure compliance of these provisions.
- 2.8.7** Contractor must indemnify, defend, and hold harmless LACAHSA, 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 Confidentiality provisions, as determined by LACAHSA in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Confidentiality provisions will be conducted by Contractor and performed by counsel selected by Contractor and approved by LACAHSA. Notwithstanding the preceding sentence, LACAHSA will have the right to participate in any such defense at LACAHSA's sole cost and expense, except that in the event Contractor fails to provide LACAHSA with a full and adequate defense, as determined by LACAHSA in LACAHSA's sole judgment, LACAHSA will be entitled to retain its own counsel, including, without limitation, LACAHSA Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by LACAHSA 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 LACAHSA without LACAHSA's prior written approval.
- 2.8.8** Contractor acknowledges and agrees that due to the unique nature of LACAHSA 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 LACAHSA, and therefore, that upon any such breach, LACAHSA 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 these provisions will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of LACAHSA.
- 2.8.9** Contractor acknowledges that violation of these provisions may subject Contractor and Contractor's staff, including but not limited to officers,

employees, agents, volunteers, interns, subcontractors, and individuals providing services hereunder to civil and/or criminal action and that LACAHSA may seek all possible legal redress.

## **2.9 PUBLIC RECORDS ACT**

**2.9.1** Any documents submitted by the Contractor, including but not limited to any documents submitted by Contractor in LACAHSA's contract selection process and documents subject to Paragraph 2.13 - Record Retention and Inspection-Audit Settlement of this Contract, are the exclusive property of LACAHSA. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". LACAHSA 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.

**2.9.2** In the event LACAHSA 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 LACAHSA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **2.10 PUBLICITY**

**2.10.1** Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law.

**2.10.2** However, in recognizing the Contractor's need to identify Contractor's services and related clients to sustain itself, LACAHSA will not inhibit the Contractor from publishing the Contractor's role under this Contract within the following conditions:

**2.10.2.1** Contractor must develop all publicity material in a professional manner; and

**2.10.2.2** During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of LACAHSA without the prior written consent of LACAHSA's Project Manager. LACAHSA will not unreasonably withhold written consent.

- 2.10.3** LACAHSA claims right, title, and interest in and to certain intellectual property including, but not limited to, the current and former LACAHSA Seals and any logos (hereafter collectively "LACAHSA Seals"). Except as expressly authorized herein, the Contractor shall not reproduce, copy, distribute, republish, download, display, post, transmit, or make any other use of any kind whatsoever of LACAHSA sSeals, in any format or by any means whatsoever. At no time shall the Contractor in any manner (i) modify LACAHSA Seals, or (ii) create derivative works of LACAHSA Seals.

## **2.11 PROPRIETARY RIGHTS**

- 2.11.1** All LACAHSA Information is deemed property of LACAHSA, and LACAHSA will retain exclusive rights, title, interest, and ownership thereto. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign and transfer to, and vest in LACAHSA all of the Contractor's right, title, interest, and ownership in and to such original materials, including any copyright, patent, and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 2.11.2** LACAHSA 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 LACAHSA, any LACAHSA Information it receives from, receives addressed to, or stores on behalf of LACAHSA.
- 2.11.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to LACAHSA's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 2.11.4** LACAHSA will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. LACAHSA agrees not to reproduce, distribute, or disclose to non-LACAHSA entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 2.11.5** Notwithstanding any other provision of this Contract, LACAHSA will not be obligated to the Contractor in any way under this section for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by this paragraph or for any disclosure which LACAHSA is required to make under any state or federal law or order of court.
- 2.11.6** Contractor grants to LACAHSA, agents, and employees, as necessary, a temporary, non-exclusive, paid-up license to use, execute,

reproduce, displace, and perform any of the Contractor's designated proprietary items for the performance of services during the term of this Contract. To the extent any Contractor proprietary work is incorporated into any deliverables, Contractor grants LACAHSA a non-exclusive, perpetual, irrevocable, fully paid-up license to use, reproduce and modify (if applicable) Contractor's proprietary items in the form delivered to LACAHSA as part of the deliverables, provided that the proprietary item is not used, copied, or distributed separately from the deliverables by LACAHSA.

## **2.12 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT**

- 2.12.1** Contractor must maintain accurate and complete financial records of Contractor's 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 Contractor's performance of this Contract. The Contractor agrees that LACAHSA, or LACAHSA's authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to LACAHSA during the term of this Contract and for a period of five (5) years thereafter unless LACAHSA's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles LACAHSA, provided that if any such material is located outside Los Angeles LACAHSA, then, at LACAHSA's option, the Contractor will pay LACAHSA for travel, per diem, and other costs incurred by LACAHSA to examine, audit, excerpt, copy, or transcribe such material at such other location.
- 2.12.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with LACAHSA 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, LACAHSA will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2.12.3** Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Contract upon which LACAHSA may terminate or suspend this Contract.
- 2.12.4** 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 LACAHSA conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that LACAHSA's dollar liability for any such work is less than payments made by LACAHSA to the Contractor, then the difference must be either: a)

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

### **3 SECTION THREE**

#### **3.1 INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

Contractor must implement appropriate and reasonable measures to secure and protect Contractor's systems and all LACAHSA Information against internal and external threats and risks and 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 paragraph will constitute a material, non-curable breach of Contract by the Contractor, entitling LACAHSA, 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.

#### **3.2 SECURITY AND PRIVACY PROGRAM**

**3.2.1** Contractor must maintain an information security and privacy program to evaluate risks of confidentiality, integrity, and availability and provide safeguards for LACAHSA Information. The Contractor will exercise the same degree of care in safeguarding and protecting LACAHSA 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 LACAHSA Information and to ensure compliance with all applicable laws and regulations and addressing new and emergency threats and risk. The Contractor must perform ongoing monitoring and audits of their operations to mitigate privacy and security threats.

**3.2.2** Contractor's information security and privacy program must:

**3.2.2.1** Protect the confidentiality, integrity, and availability of LACAHSA Information in the Contractor's possession or control against any threats or hazards, unauthorized or unlawful access, use, disclosure, alteration, destruction, loss, or damage.



- 3.2.2.2** Safeguard LACAHSA Information in compliance with any applicable laws and regulations.
- 3.2.2.3** Implement, maintain, and use appropriate privacy practices, policies, and protocols to preserve the confidentiality of LACAHSA Information.
- 3.2.2.4** Implement a response plan to address privacy and/or security Incidents, including but not limited to a suspected, attempted, successful, or imminent threat, or event with the potential to adversely impact LACAHSA, of unauthorized electronic and/or physical access, use, disclosure, breach, modification, interference, or destruction of information; or significant violation of LACAHSA policy ("Incidents").

### **3.3 EMPLOYEE TRAINING**

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:

- 3.3.1** Secure Authentication: The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- 3.3.2** Social Engineering Attacks: Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- 3.3.3** Handling of LACAHSA Information: The proper identification, storage, transfer, archiving, and destruction of LACAHSA Information.
- 3.3.4** Causes of Unintentional Information Exposure: Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- 3.3.5** Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- 3.3.6** Privacy: The Contractor's privacy policies and procedures as described in Paragraph 3.2, Security and Privacy Program.

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

### **3.4 USE, STORAGE, TRANSMIT, ACCESS CONTROL**

- 3.4.1** Contractor may use LACAHSA Information only as necessary to carry out its obligations under this Contract. Contractor must collect, maintain, or use LACAHSA 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 LACAHSA Information, including, but not limited to any state and federal law governing the protection of personal Information, any state and federal security breach notification laws, and the rules,

regulations and directives of the Federal Trade Commission, as amended from time to time.

- 3.4.2** All LACAHSA 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 LACAHSA Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by LACAHSA.
- 3.4.3** Contractor must not store LACAHSA Information in the cloud or in any other online storage provider without written authorization from LACAHSA. All mobile devices storing LACAHSA Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password or passcode on enrolled mobile devices. All workstations or 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 LACAHSA.
- 3.4.4** Contractor will encrypt LACAHSA 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 LACAHSA.
- 3.4.5** Contractor will implement formal procedures to control access to LACAHSA systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:
- 3.4.5.1** Network access to both internal and external networked services will be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
  - 3.4.5.2** 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;
  - 3.4.5.3** The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to LACAHSA Information is removed in a timely manner;
  - 3.4.5.4** Applications will include access control to limit user access to LACAHSA Information and application system functions;
  - 3.4.5.5** 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 the Contract; and

- 3.4.6** In the event any hardware, storage media, or removable media must be disposed of or sent off-site for servicing, the Contractor must ensure all LACAHSA Information, has been eradicated from such hardware and/or media using industry best practices and in accordance with the Contract.

### **3.5 SECURITY AND PRIVACY INCIDENT**

**3.5.1** In the event of a security and/or privacy Incident, the Contractor must:

1. Promptly notify LACAHSA of any Incidents involving LACAHSA Information, within twenty-four (24) hours of detection of the Incident. Notification must include: date and time of discovery; approximate date and time of the Incident; description of the type of LACAHSA Information involved; summary of the facts including measures taken to respond and remediate the Incident and any planned corrective actions; and name and contract information of the Contractors representative with relevant information.
2. Cooperate with LACAHSA to investigate the Incident and seek to identify the specific LACAHSA Information involved in the Incident upon LACAHSA's written request, without charge, unless the Incident was caused by the acts or omissions of LACAHSA. As information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide all information regarding the nature and consequences of the Incident that are reasonably requested by LACAHSA to allow LACAHSA to notify affected individuals, government agencies, and/or credit bureaus.
3. Assist and cooperate with forensic investigators, LACAHSA, law firms, and and/or law enforcement agencies at the direction of LACAHSA to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with LACAHSA on any additional disclosures that LACAHSA is required to make as a result of the Incident.
4. Allow LACAHSA or its third-party designee at LACAHSA'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 LACAHSA Information.
5. LACAHSA reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to LACAHSA.

**3.5.2** Notwithstanding any other provisions in this Contract, 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 LACAHSA Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information security or privacy controls or provisions.

### **3.6 RETURN OR DESTRUCTION**

- 3.6.1** Upon LACAHSA's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: return or destroy, at LACAHSA's option, all originals and copies of all documents, records, and materials Contractor has received containing LACAHSA's Information, and all documents, records, and materials prepared by Contractor or prepared under Contractor's direction. If return or destruction is not permissible under applicable law, Contractor will continue to protect such information in accordance with the terms of this Contract. If LACAHSA does not provide written notice to Contractor regarding LACAHSA's option to return or destroy documents, records, and materials, Contractor will contact LACAHSA within five (5) calendar days of expiration or termination of this Contract to confirm LACAHSA's option.
- 3.6.2** For all documents, records, and materials described in this section that LACAHSA requests to be returned, Contractor must provide a written attestation on company letterhead certifying that all documents, records, and materials have been delivered.
- 3.6.3** For all documents, records, and materials described in this section that LACAHSA requests to be destroyed, Contractor must cross-cut shred paper, film, or other hard copy media so that the information cannot be read or otherwise reconstructed; and purge, or destroy electronic media containing LACAHSA Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that LACAHSA Information cannot be retrieved. Contractor must provide an attestation on company letterhead, detailing the destruction method used and LACAHSA Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement must be sent to LACAHSA within ten (10) calendar days of termination or expiration of the Contract or at any time upon LACAHSA's request.

### **3.7 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

- 3.7.1** Contractor will: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with this Contract; (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.

**3.7.2** 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 LACAHSA 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 LACAHSA 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 all such backups must be encrypted in compliance with the encryption requirements in the Contract.

### **3.8 PRIVACY AND SECURITY AUDITS**

**3.8.1** Contractor will periodically conduct audits, assessments, testing of the system of controls, and testing of information security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews and as requested by LACAHSA. These 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 LACAHSA. LACAHSA will pay for LACAHSA requested audit unless the auditor finds that the Contractor has materially breached this Contract, in which case the Contractor must bear all costs of the audit; and if the audit reveals material non-compliance with this Contract, LACAHSA may exercise its termination rights underneath the Contract. Additionally, upon LACAHSA's request the Contractor must complete a questionnaire regarding Contractor's information security and/or program.

**3.8.2** 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. The Contractor must provide the audit results and any corrective action documentation to LACAHSA promptly upon its completion at LACAHSA's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any LACAHSA Information, the Contractor must promptly provide LACAHSA with copies of the same upon LACAHSA'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 LACAHSA pursuant to this Section will be provided at no additional charge to LACAHSA.

**3.8.3** When not prohibited by regulation, the Contractor will provide to LACAHSA 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.

## **4 SECTION FOUR**

### **4.1 INDEMNIFICATION**

Contractor must indemnify, defend and hold harmless LACAHSA, elected and appointed officers, employees, agents, representatives, and volunteers ("LACAHSA 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 LACAHSA Indemnitees. Any legal defense pursuant to the Contractor indemnification obligations under this paragraph will be conducted by the Contractor and performed by counsel selected by the Contractor and approved by LACAHSA. Notwithstanding the preceding sentence, LACAHSA will have the right to participate in any such defense at LACAHSA's sole cost and expense, except that in the event Contractor fails to provide LACAHSA with a full and adequate defense, as determined by LACAHSA in LACAHSA's sole judgment, LACAHSA will be entitled to retain LACAHSA's own counsel, including, without limitation, LACAHSA Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by LACAHSA 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 LACAHSA without LACAHSA's prior written approval.

### **4.2 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

**4.2.1** Without limiting Contractor's indemnification of LACAHSA, 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 Sections 5.2 and 5.3 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. LACAHSA 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.

#### **4.2.2 Evidence of Coverage and Notice to LACAHSA**

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

**4.2.2.2** Renewal Certificates must be provided to LACAHSA not less than 10 days prior to Contractor's policy expiration dates. LACAHSA reserves the right to obtain complete, certified copies of any required Contractor and/or

subcontractor insurance policies at any time.

- 4.2.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACAHSA required endorsement forms.
- 4.2.2.4** Neither LACAHSA's failure to obtain, nor LACAHSA'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.
- 4.2.2.5** Certificates and copies of any required endorsements must be sent to LACAHSA's Project Manager as identified in Exhibit C.
- 4.2.2.6** Contractor also must promptly report to LACAHSA any injury or property damage accident or incident, including any injury to a Contractor employee occurring on LACAHSA property, and any loss, disappearance, destruction, misuse, or theft of LACAHSA property, monies or securities entrusted to Contractor. Contractor also must promptly notify LACAHSA 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 LACAHSA.

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

LACAHSA Elected Officials, Officers, Agents, Employees, Representatives and Volunteers (collectively LACAHSA 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 LACAHSA. LACAHSA 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 LACAHSA. The full policy limits and scope of protection also must apply to LACAHSA and its Agents as an additional insured, even if they exceed LACAHSA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**4.2.4 Cancellation of or Changes in Insurance**

Contractor must provide LACAHSA with, or Contractor's insurance policies must contain a provision that LACAHSA 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 LACAHSA 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 LACAHSA, upon which LACAHSA may suspend or terminate this Contract.

**4.2.5 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 LACAHSA immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. LACAHSA, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, LACAHSA may purchase the Required Insurance, and without further notice to Contractor's, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**4.2.6 Insurer Financial Ratings**

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

**4.2.7 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 LACAHSA maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**4.2.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against LACAHSA 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.

**4.2.9 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies, or must provide LACAHSA 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 LACAHSA and Contractor as additional insureds



on the Subcontractor's General Liability policy. Contractor must obtain LACAHSA's prior review and approval of any Subcontractor request for modification of the Required Insurance.

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

Contractor's policies will not obligate LACAHSA to pay any portion of any Contractor deductible or SIR. LACAHSA retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects LACAHSA, 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.

#### **4.2.11 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.

#### **4.2.12 Application of Excess Liability Coverage**

Contractor 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.

#### **4.2.13 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.

#### **4.2.14 Alternative Risk Financing Programs**

LACAHSA 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. LACAHSA and its Agents must be designated as an Additional Covered Party under any approved program.

#### **4.2.15 LACAHSA Review and Approval of Insurance Requirements**

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

### **4.3 INSURANCE COVERAGE**

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

General Aggregate: \$2 million

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

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

**4.3.3     Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming LACAHSA as the Alternate Employer. The written notice must be provided to LACAHSA 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.

**4.3.4     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 Agreement's expiration, termination or cancellation.

**4.3.5     Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to 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 \$10 million.

**4.3.6     Cyber Liability Insurance**

Contractor must secure and maintain cyber liability insurance coverage with limits of \$1,000,000. per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of LACAHSA 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 LACAHSA as an additional insured to its cyber liability insurance policy and provide to LACAHSA certificates of insurance evidencing the foregoing upon LACAHSA'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 or media may be on the policy.

#### **4.4 LACAHSA'S QUALITY ASSURANCE PLAN**

LACAHSA will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which LACAHSA determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to LACAHSA's Board. The report will include improvements and/or corrective action measures taken by LACAHSA and Contractor. If improvement does not occur consistent with the corrective action measures, LACAHSA may terminate this Contract or impose other penalties as specified in this Agreement.

#### **4.5 LIQUIDATED DAMAGES**

**4.5.1** If, in the judgment of LACAHSA Chief Executive Officer, or designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Executive Officer, or 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 LACAHSA, will be forwarded to the Contractor by the Chief Executive Officer or designee, in a written notice describing the reasons for said action.

**4.5.2** If the Chief Executive Officer, or designee, determines that there are deficiencies in the performance of this Contract that the Chief Executive Officer, or designee, deems are correctable by the Contractor over a certain time span, the Chief Executive Officer, or 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 Chief Executive Officer, or 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 \$100 per day per infraction and that the Contractor will be liable to LACAHSA for liquidated damages in said amount. Said amount will be deducted from LACAHSA's payment to the Contractor; and/or (c) Upon giving five (5) calendar days notice to the Contractor for failure to correct the deficiencies, LACAHSA may correct any and all deficiencies and the total costs incurred by LACAHSA for completion of the work by an alternate source, whether it be LACAHSA forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from LACAHSA, as determined by LACAHSA.

**4.5.3** The action noted in Paragraph 4.5.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover LACAHSA cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**4.5.4** This subparagraph must not, in any manner, restrict or limit LACAHSA's right to damages for any breach of this Contract provided by law or as specified in Paragraph 4.5.2, and must not, in any manner, restrict or limit LACAHSA's right to terminate this Contract as agreed to herein.

## **4.6 TERMINATION FOR DEFAULT**

**4.6.1** LACAHSA may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of LACAHSA's Project Manager:

- 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 LACAHSA may authorize in writing) after receipt of written notice from LACAHSA specifying such failure.

**4.6.2** In the event that LACAHSA terminates this Contract in whole or in part as provided in Paragraph 4.6.1, LACAHSA may procure, upon such terms and in such manner as LACAHSA may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to LACAHSA for any and all excess costs incurred by LACAHSA, as determined by LACAHSA, 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 subparagraph.

- 4.6.3** Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Subparagraph 4.6.2 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 LACAHSA 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.
- 4.6.4** If, after LACAHSA has given notice of termination under the provisions of Paragraph 4.6, it is determined by LACAHSA that the Contractor was not in default under the provisions of Paragraph 4.6, or that the default was excusable under the provisions of subparagraph 4.6.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 4.10 - Termination for Convenience.
- 4.6.5** The rights and remedies of LACAHSA provided in Paragraph 4.6 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **4.7 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **4.7.1 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. LACAHSA only conducts business with responsible contractors.

Contractor is hereby notified that if LACAHSA acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, LACAHSA 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 LACAHSA contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with LACAHSA.

##### **4.7.2 Non-responsible Contractor**

LACAHSA Board 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 LACAHSA or a nonprofit corporation

created by LACAHSA, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with LACAHSA, any other public entity, or a nonprofit corporation created by LACAHSA, 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 LACAHSA or any other public entity.

#### **4.7.2.1 Subcontractors of Contractor**

These terms will also apply to subcontractors.

### **4.8 TERMINATION FOR IMPROPER CONSIDERATION**

**4.8.1** LACAHSA 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 LACAHSA officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, LACAHSA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**4.8.2** Contractor must immediately report any attempt by a LACAHSA officer or employee to solicit such improper consideration. The report must be made to LACAHSA.

**4.8.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **4.9 TERMINATION FOR INSOLVENCY**

**4.9.1** LACAHSA may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. Contractor will be deemed to be insolvent if Contractor has ceased to pay Contractor's debts for at least sixty (60) days in the ordinary course of business or cannot pay Contractor's 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.

- 4.9.2** The rights and remedies of LACAHSA provided in this paragraph will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **4.10 TERMINATION FOR CONVENIENCE**

- 4.10.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by LACAHSA, in LACAHSA's sole discretion, to be in LACAHSA's best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten calendar (10) days after the notice is sent.
- 4.10.2** After receipt of a notice of termination and except as otherwise directed by LACAHSA, the Contractor must:
- 4.10.2.1** Stop work under this Contract on the date and to the extent specified in such notice, and
  - 4.10.2.2** Complete performance of such part of the work as would not have been terminated by such notice.
- 4.10.3** 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 2.13, Record Retention and Inspection-Audit Settlement.

#### **4.11 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, LACAHSA will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of LACAHSA's future fiscal years unless and until LACAHSA's Board appropriates funds for this Contract in LACAHSA'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. LACAHSA will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **4.12 WARRANTY AGAINST CONTINGENT FEES**

- 4.12.1** 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.

- 4.12.2** For breach of this warranty, LACAHSA 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.

## **5 SECTION FIVE**

### **5.1 ADMINISTRATION OF CONTRACT – CONTRACTOR**

- 5.1.1** The Contractor Project Manager, as identified in Exhibit D - Contractor's Administration, will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with LACAHSA Project Manager on a regular basis.
- 5.1.2** Contractor will notify LACAHSA in writing of any change in the name or address of the Contractor Project Manager.

### **5.2 ADMINISTRATION OF CONTRACT – LACAHSA**

- 5.2.1** LACAHSA Project Manager, as identified in Exhibit C - LACAHSA's Administration, will be responsible for monitoring and evaluating Contractor's performance in the daily operation of the Contract and provide direction to Contractor in the areas relating to policy, procedures, and other matters within the purview of this Contract. All tasks, deliverables, or services performed under this Contract will be subject to the approval of LACAHSA Project Manager or designee.
- 5.2.2** LACAHSA'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 LACAHSA in any respect whatsoever.

### **5.3 NOTICES**

- 5.3.1** Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by courtesy email, personal delivery, or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid into the custody of the United States Postal Service. The notices and envelopes containing same to LACAHSA must also be addressed and emailed to LACAHSA Contract Manager listed in Exhibit C - LACAHSA's Administration.
- 5.3.2** In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.
- 5.3.3** All notices to LACAHSA, except for change notices, must be emailed to LACAHSA Contract Manager at the email address in Exhibit C – LACAHSA's Administration. Only LACAHSA's Contract Manager will have the authority to issue notices or demands required or permitted by LACAHSA under this Contract.



**5.4 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.

**5.5 NOTICE OF DISPUTES**

Contractor must bring to the attention of LACAHSA Project Manager any dispute between LACAHSA and the Contractor regarding the performance of services as stated in this Contract. If LACAHSA Project Manager is not able to resolve the dispute, the Chief Executive Officer, or designee will resolve it. The Chief Executive Officer or designee's determination will be final.

**5.6 APPROVAL OF CONTRACTOR'S STAFF**

Contractor must provide qualified personnel, including but not limited to appropriate training and certification if applicable, to perform tasks, deliverables, services, and other work as set forth in the Agreement. LACAHSA 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 Project Manager. For changes to Contractor's staff, Contractor must submit written notification and request to effect the change to LACAHSA Project Manager; LACAHSA Project Manager or designee may accept or reject Contractor's written notification and request.

**5.7 BACKGROUND AND SECURITY INVESTIGATIONS**

**5.7.1** In accordance with all laws, at any time prior to or during term of this Contract, LACAHSA may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of LACAHSA, a background investigation, as a condition of beginning and continuing to work under this Contract. LACAHSA will use its discretion in determining the method of background clearance to be used, up to and including a LACAHSA performed fingerprint security clearance or Contractor performed background clearance. The fees associated with obtaining the background information will be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

**5.7.2** LACAHSA may request that the Contractor's staff be immediately removed from working on LACAHSA Contract at any time during the term of this Contract. LACAHSA will not provide to the Contractor nor to the Contractor's staff any information obtained through LACAHSA conducted background clearance.

**5.7.3** LACAHSA may immediately, at the sole discretion of LACAHSA, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of LACAHSA whose background or conduct is incompatible with LACAHSA facility access.

- 5.7.4** Disqualification, if any, of the Contractor's staff, pursuant to Paragraph 5.7, will not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **5.8 COMPLIANCE WITH CIVIL RIGHTS LAWS**

Contractor hereby assures compliance 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 certified to LACAHSa:

- 5.8.1** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 5.8.2** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 5.8.3** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 5.8.4** 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.

## **5.9 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 5.9.1** 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.
- 5.9.2** Contractor must indemnify, defend, and hold harmless, LACAHSa, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or LACAHSa 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.

## **5.10 FAIR LABOR STANDARDS**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless LACAHSa 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 LACAHSA may be found jointly or solely liable.

## **5.11 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**5.11.1** 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.

**5.11.2** Contractor certifies to LACAHSA the following:

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

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

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

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

**5.11.3** 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.

**5.11.4** 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.

**5.11.5** 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.

**5.11.6** Contractor will allow LACAHSA representatives access to the Contractor's employment records during regular business hours to

verify compliance with the provisions of Paragraph 5.11 when so requested by LACAHSA.

**5.11.7** If LACAHSA finds that any provisions of Paragraph 5.11 have been violated, such violation will constitute a material breach of this Contract upon which LACAHSA may terminate or suspend this Contract. While LACAHSA 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 Practices 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 LACAHSA that the Contractor has violated the anti-discrimination provisions of this Contract.

**5.11.8** The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, LACAHSA 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.

## **5.12 FAIR CHANCE EMPLOYMENT 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, LACAHSA may, in its sole discretion, terminate the Contract.

# **6 SECTION SIX**

## **6.1 NON EXCLUSIVITY**

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

## **6.2 FORCE MAJEURE**

**6.2.1** 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 subparagraph as "force majeure events").

**6.2.2** 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.

**6.2.3** 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.

### **6.3 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.

### **6.4 WAIVER**

No waiver by LACAHSA of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of LACAHSA 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 Paragraph 6.4 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **6.5 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 LACAHSA of Los Angeles.

### **6.6 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.

LACAHSA and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 1.5 - Amendments and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

### **6.7 AUTHORIZATION WARRANTY**

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.

## **6.8 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 1.1 Entire Contract

Paragraph 1.2 Work

Paragraph 1.4.4 No Payment for Services Provided Following Expiration-Termination of Contract

Paragraph 1.5 Amendments

Paragraph 2.1 Assignment and Delegation/Mergers or Acquisitions

Paragraph 2.2 Compliance with Applicable Law

Paragraph 2.7 Prohibition from Participation in Future Solicitations

Paragraph 2.9 Confidentiality

Paragraph 2.12 Proprietary Rights

Paragraph 2.13 Record Retention and Inspection-Audit Settlement

Paragraph 3.1 Information Security and Privacy Requirements

Paragraph 3.4 Use, Storage, Transmit, Access Control

Paragraph 3.5 Security and Privacy Incident

Paragraph 3.6 Return or Destruction

Paragraph 4.1 Indemnification

Paragraph 4.2 General Insurance Requirements for all Insurance Coverage

Paragraph 4.3 Insurance Coverage

Paragraph 4.4 Termination for Default

Paragraph 4.7 Termination for Convenience

Paragraph 4.11 Liquidated Damages

Paragraph 5.3 Notices

Paragraph 5.10 Fair Labor Standards

Paragraph 6.2 Force Majeure

Paragraph 6.3 Validity

Paragraph 6.4 Waiver

Paragraph 6.5 Governing Law, Jurisdiction, and Venue


Paragraph 6.8 Survival

LACAHSA MARKETING SERVICES AGREEMENT  
HOA.105117939.1

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IN WITNESS WHEREOF, LACAHSA has caused this Contract to be executed by the Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.


LACAHSA

Signed by:  
  
By 1544F4AC01274EC  
Ryan Johnson  
LACAHSA  
Chief Executive Officer


Date: 1/29/2025

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

Signed by:  
  
By 6A928D77D68745B...  
Deputy Counsel

Contractor

Signed by:  
  
By E2D20447D01448E...  
Stephanie Graves  
Chief Executive Officer  
Lee Andrews Group

## **Statement of Work**

### **Exhibit A-Statement of Work Communications and Public Relations Project**

The Contractor shall commence services upon contract execution, with all services described in this Statement of Work to be completed by date identified in the Contract and below.

Subsequent to the contract execution, the Contractor shall meet LACAHSa to introduce staff and key stakeholders, confirm project goals and priorities and establish a more detailed project timeline including key milestones for the completion services identified below. Contractor will assign a sufficient number of staff to perform the required work.

Contractor will provide services in accordance with the Contract and as specified in this Statement of Work.

#### **1. SOW Outline**

##### **1. Branding/Website Effort (Jan-March):**

- a. Tasks: Research, Logo Development, Branding Guidelines, and Website Development.
- b. Deliverables: All branding assets, wireframes, website launch, and initial content.

##### **2. Ongoing Communications (Through June):**

- a. Tasks: Monthly Op-Eds, press releases, and social media management.
- b. Deliverables: 2-3 Op-Eds, weekly social media posts, and quarterly press releases.

##### **3. The Roadshow (Feb-April):**

- a. Tasks: Event coordination, media outreach, and community engagement strategies.
- b. Deliverables: Event itineraries, custom graphics, and outreach reports.

##### **4. State of the Agency (June):**

- a. Tasks: Final presentation, media relations, and promotional materials.
- b. Deliverables: Report, keynote deck, and press kits.

#### **Monthly Breakdown**

##### **January**

##### **• Branding/Website Development:**

- Research and development (Task 1): Conduct stakeholder interviews, compile a competitive analysis, and draft the creative brief.
- Deliverable: Finalized creative brief for LACAHSa by January 30.



## **2. February**

- **Branding/Website Development:**

- Logo development (Task 2): Present initial logo concepts and refine based on feedback.
- Website development (Task 4): Draft wireframes and website structure for approval.

- **Roadshow Support:**

- Begin planning promotional materials and logistics.
- Deliverables: Approved logo and initial Roadshow outreach materials.

## **3. March**

- **Branding/Website Development:**

- Finalize logo variations and branding guidelines (Tasks 3 and 6).
- Begin populating website content (Task 4).

- **Roadshow Support:**

- Finalize all Roadshow event coordination materials.
- Deliverables: Final branding assets and Roadshow materials for February-April.

#### 4. April

- **Ongoing Communications:**
  - Initiate Op-Eds, press releases, and social media (Task 8).
  - Continue supporting the Roadshow.
- Deliverables: Roadshow progress updates and monthly communications.

#### 5. May

- **Website Launch:**
  - Final testing and public launch of the LACAHSAs website (Task 4).
- **Ongoing Communications:**
  - Deliver Op-Eds, press releases, and social media content.
- Deliverables: Launched website and communications updates.

#### 6. June

- **State of the Agency (Task 8):**
  - Develop and deliver event-specific materials (brochures, keynote, media outreach).
- **Ongoing Communications:**
  - Conclude Op-Eds, press releases, and social media campaigns.
- Deliverables: State of the Agency materials and end-of-fiscal-year communications.

#### 7. SOW Tasks

**Task 1: Research and Development Objective:** Understand LACAHSAs mission, goals, and target audience while identifying opportunities for unique branding.

#### 8. Deliverables:

1. Conduct LACAHSAs interviews to gather insights into organizational objectives and target audiences.
2. Compile a competitive analysis of similar organizations, focusing on differentiation opportunities.
3. Develop a comprehensive creative brief outlining the brand’s vision, tone, messaging, and creative direction.
4. Present the creative brief for LACAHSAs review and approval by **January 30, 2025**.

**Timeline:** January 2025

**Task 2: Logo Development Objective:** Design a logo that reflects LACAHSAs mission and resonates with its target audience.

**9. Deliverables:**

1. Create 3-5 initial logo concepts based on the creative brief.
2. Present logo concepts to stakeholders and gather feedback.
3. Refine the selected logo based on stakeholder input.
4. Provide final logo variations (horizontal, vertical, icon-only) and color palette.
5. Deliver logo usage guidelines, including specifications for digital and print use.

**Timeline:** February 2025

**Task 3: Approval and Revision Objective:** Finalize branding assets with input from LACAHS stakeholders.

**10. Deliverables:**

1. Present branding guidelines, including logo usage, brand messaging, and visual style, for stakeholder review.
2. Gather and incorporate feedback to align with organizational goals.
3. Finalize and deliver all branding assets, including templates for presentations, letterheads, and social media.

**Timeline:** March-April 2025

**Task 4: Website Development Objective:** Create a user-friendly, branded website to serve as a public information hub.

**11. Deliverables:**

1. Develop website structure and wireframes for stakeholder approval.
2. Create a design aligned with branding guidelines.
3. Populate the site with initial content (e.g., mission statement, board information, meeting schedules).
4. Conduct user testing to identify improvements.
5. Launch the finalized website.

**Timeline:** May-June 2025

**Task 5: Additional Collateral Creation Objective:** Produce high-quality materials to support outreach and communication efforts.

**12. Deliverables:**

1. Design brochures, event invitations, and promotional materials.

2. Develop reusable social media templates and graphics.
3. Create an introductory social post showcasing LACAHSa's mission and goals.

**Timeline:** May-June 2025

**Task 6: Branding Guidelines Objective:** Establish comprehensive guidelines to ensure consistent brand application.

**13. Deliverables:**

1. Develop typography system, including primary and secondary typefaces.
2. Define a color palette with RGB, HEX, CMYK, and Pantone specifications.
3. Provide imagery style guidelines, including photography, iconography, and illustrations.
4. Outline tone and messaging guidelines, including key phrases and value propositions.

**Timeline:** April 2025

**Task 7: Final Asset Delivery and Training Objective:** Ensure LACAHSa staff and stakeholders can effectively use all branding assets.

**14. Deliverables:**

1. Deliver a comprehensive asset package, including all branding files in multiple formats (AI, EPS, PDF, PNG, SVG).
2. Provide a downloadable brand kit with logos, typography, and usage guides.
3. Conduct a training session or provide a recorded guide for consistent application of branding elements.

**Task 8: Events:** LACAHSa events supported by communication interfaces.

**15. Deliverables:**

1. The Roadshow (Feb-April)
  - a. Create Website Supported Event Coordination.
  - b. Design brochures, event invitations, and promotional materials.
  - c. Create Social Support Event initiatives.
  - d. Event coordination, media outreach, and community engagement strategies.
2. State of the Agency (June)
  - a. Create Website Supported Event Coordination.
  - b. Design brochures, event invitations, and promotional materials.
  - c. Create Social Support Event initiatives.
  - d. Event coordination, media outreach, and community engagement strategies.

LACAHSA MARKETING SERVICES AGREEMENT  
HOA.105117940.1

**Exhibit A**

**Timeline:** June 2025

## Pricing Schedule

### Exhibit B - Pricing Schedule

The maximum, not-to exceed, cost for this entire Contract shall be **\$130,000** for all tasks and deliverables described in Exhibit A of this Contract. Payment shall be in arrears in a manner and subject to the conditions as set forth in this Contract. LACAHSA reserves the right to review, edit or request changes prior to final deliverables. The fixed price deliverables are set forth below but are subject to the limitations set forth in this Contract. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost shall be borne by the Contractor.

**Fixed Price Deliverables:** The Contractor will submit invoices monthly. The invoices will contain a progress report outlining the work completed during this time. Contractor shall be paid after completing and invoicing each deliverable not to exceed the total amount for each respective deliverable and subject to final approval of LACAHSA.

**Expenses:** All of Contractor's expenses, including but not limited to office supplies/materials/equipment, telephone, travel, mileage, parking, charges, fees, and other expenses necessary to complete the services described in Exhibit A Statement of Work, of the Agreement, are included in the Contractor's fee below.

Month	Task Description	\$ FEE (LUMP SUM)
JANUARY	<b>Branding/Website Development:</b> - Research and development (Task 1): Conduct stakeholder interviews, compile a competitive analysis, and draft the creative brief. Deliverable: Finalized creative brief for LACAHSA by January 30.	\$5,000

LACAHSA MARKETING SERVICES AGREEMENT  
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Exhibit A

<b>FEBRUARY</b>	<b>Branding/Website Development:</b> Logo development (Task 2): Present initial logo concepts and refine based on feedback. Website development (Task 4): Draft wireframes and website structure for approval. <b>Roadshow Support:</b> Begin planning promotional materials and logistics. Deliverables: Approved logo and initial Roadshow outreach materials.	<b>\$17,000</b>
<b>MARCH</b>	<b>Branding/Website Development:</b> Finalize logo variations and branding guidelines (Tasks 3 and 6). Begin populating website content (Task 4). <b>Roadshow Support:</b> Finalize all Roadshow event coordination materials. Deliverables: Final branding assets and Roadshow materials for February-April.	<b>\$17,000</b>
<b>APRIL</b>	<b>Ongoing Communications:</b> Initiate Op-Eds, press releases, and social media (Task 8). Continue supporting the Roadshow. Deliverables: Roadshow progress updates and monthly communications.	<b>\$17,000</b>
<b>MAY</b>	<b>Website Launch:</b> Final testing and public launch of the LACAHSA website (Task 4). <b>Ongoing Communications:</b> Deliver Op-Eds, press releases, and social media content. Deliverables: Launched website and communications updates.	<b>\$17,000</b>

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(CONTRACT NUMBER)

Exhibit B

JUNE	<b>State of the Agency (Task 8):</b> Develop and deliver event-specific materials (brochures, keynote, media outreach). <b>Ongoing Communications:</b> Conclude Op-Eds, press releases, and social media campaigns. Deliverables: State of the Agency materials and end-of-fiscal-year communications.	\$17K
	<b>TOTAL</b>	<b>\$90,000</b>

**Other Direct Costs (ODCs)**

LACAHSA may authorize the Contractor to perform additional work described below. Prior to performing any ODCs, the Contractor must prepare and submit a written detailed description of the work with an estimate of labor, materials, number of hours and cost but shall not exceed the estimated costs below. In any case, no unscheduled work will commence without LACAHSA prior written authorization.

**16. Website Development (Coding):**

- a. Actual coding and technical development for the website beyond design and content population.
- b. **Estimated Cost:** \$13,000 (fixed).

**17. Event Logistics (Roadshow and State of the Agency):**

- a. Venue rentals, permits, and associated fees.
- b. Catering and refreshments for attendees.
- c. A/V equipment and technical support.
- d. Event staffing and security (if applicable).
- e. **Estimated Costs:** To be determined (TBD), subject to LACAHSA's approval based on vendor quotes, but not to exceed the maximum value contract value

**18. Collateral Production:**

- a. Printing of brochures, invitations, and promotional materials.
- b. Branded items or event giveaways.
- c. **Estimated Costs:** TBD, depending on quantity and specifications, subject to LACAHSA's prior approval, but not to exceed maximum contract value.

**19. Advertising and Media Spend:**

- a. Social media ad campaigns, boosting posts, and other paid promotions.
- b. Media placements or advertorials as part of ongoing communications.
- c. **Estimated Costs:** TBD, subject to LACAHSA's prior approval, but not to exceed maximum contract value.



LACAHSA MARKETING SERVICES AGREEMENT  
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Exhibit C

**LACAHSA'S ADMINISTRATION**

**LACAHSA'S PROJECT MANAGER:**

Name:	Ryan Johnson
Title:	Chief Executive Officer
Address:	500 West Temple Street
	90012
Telephone:	401-559-5705
E-mail Address:	Ryan.Johnson@lacasha.gov

**LACAHSA'S CONTRACT MANAGER:**

Name:	Ryan Johnson
Title:	Chief Executive Officer
Address:	500 West Temple Street
	90012
Telephone:	401-559-5705
E-mail Address:	Ryan.Johnson@lakahsa.gov

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**CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: The Lee Andrews Group, Inc.

**CONTRACTOR'S PROJECT MANAGER:**

Name: Steph Keane  
Title: Creative Director  
Address: 700 S. Flower Street, Suite 1275  
Los Angeles, CA 90017  
Telephone: 213.891.2965 Ext 127  
E-mail Address: skeane@leeandrewsgroup.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: Stephanie Graves  
Title: President & CEO  
Address: 700 S. Flower Street, Suite1275  
Los Angeles, CA 90017  
Telephone: 213.891.2965  
E-mail Address: sgraves@leeandrewsgroup.com

Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Address: Click or tap here to enter text.  
Click or tap here to enter text.  
Telephone: Click or tap here to enter text.  
E-mail Address: Click or tap here to enter text.

**NOTICES TO CONTRACTOR:**

Name: Katharine David-Park  
Title: EVP of Operations  
Address: 700 S. Flower Street, Suite 1275  
Los Angeles, CA 90017  
Telephone: 213.891.2965, Ext 109  
E-mail Address: Kdavid-park@leeandrewsgroup.com