



County of Los Angeles  
**Child Support Services Department**



**TERRIE HARDY**  
Director

**GENIE CHOUGH**  
Chief Deputy Director

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 2, 2025

31 September 2, 2025

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

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT  
WITH GREENCOURT LEGAL TECHNOLOGIES, LLC FOR  
GOVLINK SYSTEM AND SERVICES AND APPROVE AN APPROPRIATION  
ADJUSTMENT FISCAL YEAR (FY) 2025-2026  
(ALL SUPERVISORIAL DISTRICTS – 4-VOTES)**

**CIO RECOMMENDATION: APPROVE**

**SUBJECT**

The Los Angeles County Child Support Services Department (CSSD) is requesting the Board of Supervisors (Board) approval to execute a sole source contract with GreenCourt Legal Technologies, LLC (GreenCourt) for provisioning, hosting and support for GovLink, a proprietary software as a service (SaaS), document workflow and e-filing platform and approve an appropriation adjustment.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve a Fiscal Year 2025-26 appropriation adjustment in the Information Technology Infrastructure Fund (ITF) to reallocate \$281,000 from Services and Supplies to Other Financing Uses and increase CSSD's Services and Supplies appropriation and revenue for the total implementation and support cost of \$825,000 for such fiscal year.
2. Delegate authority to the Director of CSSD or her designee to execute and administer a sole source contract with GreenCourt in substantially similar form as

**EXECUTIVE OFFICES**

5770 South Eastern Ave, Commerce, CA 90040 • (323) 889-3400

*"Connecting with parents and caregivers to provide child support services."*

Attachment I, for an initial term from contract execution through June 30, 2027, and up to five (5) one-year extensions, with a maximum contract sum not to exceed \$5,295,000, to provide a SaaS workflow and e-filing system and services requested.

3. Delegate authority to the Director of CSSD or her designee to approve any required term extensions, time extension, modification, change orders, or amendments to the contract, and execute all required documents with GreenCourt, not to exceed individually or in the aggregate ten (10%) percent of the maximum contract sum, upon approval as to form by County Counsel. The Director shall notify the Board within ten business days of executing such an amendment.

**PURPOSE AND JUSTIFICATION OF RECOMMENDED ACTION:**

The CSSD's child support program is required by Title IV-D of the Social Security Act to establish and enforce parentage and support orders. California's judicial system necessitates court filings to obtain parentage and support orders. The CSSD files over 171,084 court documents a year, with 87,846 via a lengthy paper-filing process and 83,238 by e-filing. The Los Angeles Superior Court has informed CSSD that it will require all Title IV-D court filings to be e-filed starting October 5, 2025.

The CSSD currently utilizes the statewide California Child Support Enforcement (CSE) system, a central database and case management system operated and maintained by State Department of Child Support Services (DCSS) to e-file a limited number of legal documents (10 of 88 judicial council form sets can be e-filed). While the DCSS will be expanding the CSE's e-filing capacity for most legal documents, DCSS has provided no time frame for e-filing all required documents. CSSD therefore will be forced to use an Electronic Filing Service Provider (EFSP) such as GovLink to meet the court's 100% e-filing mandate. Additionally, even when CSE allows e-filing of all required documents, it will not provide the automated document workflow management capabilities provided by GreenCourt's GovLink solution.

Approval of the recommended actions, using a sole source contract, will enable CSSD to timely comply with the Los Angeles Superior Court's emergent and time-sensitive filing mandate. Services are needed to comply with applicable statutory and/or regulatory provisions. Furthermore, approval of the recommended actions will allow CSSD to take additional steps toward modernization that neither CSE nor any other EFSP provides. For example, in addition to e-filing, GreenCourt's GovLink solution can be tailored to CSSD's needs, contains document workflow management to streamline document creation, review and approval processes, flexible electronic editing and signature capabilities, and dashboards and reports to identify opportunities for process improvement, all of which will assist child support caseworkers and attorneys to accurately and effectively establish and enforce support.

### **CONTRACTING PROCESS**

On May 15, 2025, in accordance with Board Sole Source Policy 5.100, CSSD notified the Board of Supervisors of the intent to negotiate a sole source contract with GreenCourt to provide GovLink, a SaaS solution for a workflow process and e-filing. On June 23, 2025, CSSD began negotiations and has worked with the Office of County Counsel and outside counsel Drukker Law Inc.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended actions support the County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today, by implementing technological business solutions to enable County departments to meet their core purpose and create efficiencies. The GovLink solution would allow CSSD to meet the Court's mandate for 100% e-filing while providing an efficient workflow process for obtaining parentage and support orders.

### **FISCAL IMPACT/FINANCING**

The ITF, governed by the County's Information Technology Investment Board (ITIB), was established to fund Countywide or multi-departmental technology projects that improve the delivery of services to the public; generate operational improvements to one or more departments or programs; and improve interdepartmental or interagency collaboration.

On August 15, 2025, the County's ITIB approved the use of \$281,000 in one-time funding from the ITF, CSSD's Federal Financial Participation (FFP) match of \$544,000 to cover the remainder of the total first year implementation and maintenance cost of \$825,000.

Beginning Fiscal Year 2026-2027, requests for annual support services fees in the amount of \$745,000 per year will be submitted with CSSD's annual budget request. CSSD will use \$253,300 from State Welfare Recoupment funds and \$491,700 of the CSSD's federal match for the ongoing costs. There will be no impact to the County General Fund.

Approval of the enclosed recommended appropriation adjustment in the ITF will reallocate \$281,000 from Services and Supplies to Other Financing Uses and increase CSSD's Services and Supplies appropriation and revenue by the total first year implementation cost of \$825,000.

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

There are no legal requirements or prohibitions to this recommended action. However, the contract provides for termination by the County upon 30-day written notice, should termination be in the County's best interest. The Contract also contains a provision which limits the County's obligation if funding is not appropriated by the Board of

Supervisors, and contains other provisions required by law, the Board of Supervisors, and the CEO. Further, County Counsel has reviewed this Board letter and the sample contract has been approved, as to form, by County Counsel.

The CIO reviewed this request and recommends approval. The CIO Analysis is attached (Attachment II).

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

Approval of the contract will allow CSSD to obtain use of GovLink, which will allow CSSD to meet the court's mandate to electronically file all documents. It would also allow for electronic editing, signatures, workflows which would eliminate manual workarounds and more effectively obtain orders for constituents.

**CONCLUSION**

Upon the Board's Approval, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board letter to the Child Support Services Department, Elizabeth Pak, Head Attorney at [Elizabeth\\_Pak@cssd.lacounty.gov](mailto:Elizabeth_Pak@cssd.lacounty.gov).

Respectfully submitted,

Reviewed by,



TERRIE HARDY  
Director



PETER LOO  
Chief Information Officer

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

Attachments





**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**GREENCOURT LEGAL TECHNOLOGIES, LLC**

**FOR**

**GOVLINK SYSTEM AND SERVICES**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
GREENCOURT LEGAL TECHNOLOGIES, LLC  
FOR  
GOVLINK SYSTEM AND SERVICES**

This Contract ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the County of Los Angeles, hereinafter referred to as "County" on behalf of the Child Support Services Department, hereinafter referred to as "Department" or "CSSD" and GreenCourt Legal Technologies, LLC, hereinafter referred to as "Contractor". Contractor is located at 201 Newnan Street, Carrollton, Georgia 30117. County and Contractor are referred to here as "Parties," each a "Party."

**RECITALS**

WHEREAS, the County may contract with private businesses for the GovLink System and related services (as further defined below, collectively "GovLink," "GovLink System," or "System") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing the GovLink System; and

WHEREAS, the County does not have the solution or the technical staff with specific skills and expertise necessary to provide the GovLink System; and

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

WHEREAS, the County has recommended to the Board of Supervisors (as defined below), that the Contractor is prepared and desires to provide GovLink System to the County; and

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

# 1 APPLICABLE DOCUMENTS

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

## **Exhibits:**

Exhibit A	Statement of Work and Attachments Attachment 1: Contract Discrepancy Form Attachment 2: Task/Deliverable Acceptance Form Attachment 3: System Requirements Attachment 4: Change Order Request Form (For Optional Work)
Exhibit B	Pricing Schedule
Exhibit C	Contractor's Proposed Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Third-Party Products
Exhibit I	Charitable Contributions Certification
Exhibit J	Information Security and Privacy Requirements
Exhibit K	Support Services
Exhibit L	California DCSS Confidentiality and Information Privacy and Security Requirements

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



## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 Additional Software:** Additional software components, functionality, or features, to be provided by Contractor for the GovLink System as Optional Work, that are, at the time of Change Order execution, beyond the scope of Licensed Software components provided pursuant to the Statement of Work and all then-issued Change Orders for Optional Work.
- 2.1.2 Additional Professional Services:** Professional services to be provided by Contractor as Optional Work that are, at the time of Change Order execution, outside of the scope of Services set forth in the Statement of Work and all then-issued Change Orders for Optional Work.
- 2.1.3 Amendment:** As defined in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders).
- 2.1.4 Board of Supervisors or Board:** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.5 Business Day:** Monday through Friday, 7:00 am to 5:30 pm Pacific Time, excluding County holidays, unless otherwise specified.
- 2.1.6 Change Order:** As defined in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders).
- 2.1.7 Confidential Information:** As defined in Sub-paragraph 7.7 (Confidentiality and Security).
- 2.1.8 Contract:** As defined in the preamble to this Contract, which is the agreement executed between County and Contractor, and includes a Change Orders and Amendments entered into in accordance with this Contract.
- 2.1.9 Contractor:** As defined in the preamble to this Contract.
- 2.1.10 Contractor Project Director:** Person designated by the Contractor with authority for Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor Project Manager, and having such other duties as described in this Contract and/or the Statement of Work.

- 2.1.11 Contractor Project Manager:** The person designated by the Contractor Project Director to manage the Contract operations under this Contract, and having the other duties as described in this Contract and/or the Statement of Work.
- 2.1.12 Contractor Proprietary Technology:** As defined in Sub-section 9.1.4.3 (Proprietary Rights in the Contractor Proprietary Technology).
- 2.1.13 Contract term; term; term of the/this Contract:** As defined in Paragraph 4 (Term of Contract).
- 2.1.14 County:** As defined in the preamble to this Contract.
- 2.1.15 County Contract Project Monitor:** Person with responsibility to oversee the day-to-day management of compliance with the administrative terms and conditions of this Contract.
- 2.1.16 County Data:** As defined in Sub-section 9.1.4.1 (Ownership of County Data) of this Contract.
- 2.1.17 County Indemnitee:** As defined in Sub-paragraph 8.23 (Indemnification) of this Contract.
- 2.1.18 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Project Manager.
- 2.1.19 County Project Manager:** Person designated by County Project Director to manage the day-to-day administration of the Contractor under this Contract.
- 2.1.20 Court:** The Superior Court of the State of California.
- 2.1.21 CSE:** The State of California Department of Child Support Services' California Support Enforcement System.
- 2.1.22 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.23 Deficiency:** With respect to GovLink System, any portion thereof, or any other task, deliverable, goods, services, or other work, a failure of the GovLink System, any portion thereof, or any other task, deliverable, good, service or other work, to conform to its Specifications, or with respect to the GovLink System or any portion thereof, a failure that impairs the performance of the GovLink System when operated in accordance with the Contract.
- 2.1.24 Dispute Resolution Procedure:** As defined in Sub-paragraph 8.31 (Dispute Resolution Procedure) to this Contract.
- 2.1.25 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions

regarding the capabilities, operation, and use of the GovLink System, including, but not limited to, online help screens contained in the GovLink System, existing as of the effective date of this Contract and any revisions, supplements, or updates from time to time thereto.

- 2.1.26 Federal:** The federal government of the United States of America.
- 2.1.27 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.28 Fixed Hourly Rate:** Contractor's fully burdened hourly rate for providing Additional Professional Services, as is set forth in Exhibit B (Pricing Schedule).
- 2.1.29 Holdbacks:** As defined in Sub-paragraph 5.6 (Holdback Amount) of this Contract.
- 2.1.30 Intellectual Property Rights:** All intellectual property or other proprietary rights (including without limitation copyrights, patent rights, trade secret rights, rights of reproduction, trademark rights, rights of publicity, moral rights, and rights to secure registrations, renewals, reissues, and extensions thereof).
- 2.1.31 GovLink or GovLink System or System:** The GovLink System and Services provided by Contractor to County according to the terms of this Contract. The GovLink System includes but is not limited to all Licensed Software and all tasks, deliverables, milestones, goods, Services, and other work provided by Contractor to host the GovLink System according to the terms of this Contract, and all Documentation. The parties have agreed to implement GovLink in two Phases, and GovLink, as implemented with respect to each Phase may be referred to as "GovLink for such Phase," "GovLink System for such Phase," "System for such Phase," or words of similar import to mean GovLink as implemented for a Phase.
- 2.1.32 Key Deliverables:** As defined in Sub-paragraph 5.7 (Late Delivery Credits) of this Contract.
- 2.1.33 Late Delivery Credits:** As defined in Sub-paragraph 5.7 (Late Delivery Credits) of this Contract.
- 2.1.34 Licensed Software:** Individually each, and collectively all, of the computer programs provided by Contractor under this Contract (including but not limited to Contractor-owned software and third-party-owned software) for the System including as to each such program, the processes and routines used in the processing of data, the object code, Third-Party Products (if any), System Integrations and System Interfaces between the GovLink System and other County systems, and Revisions to all of the foregoing. Once Contractor is engaged to provide

in accordance with this Contract, Licensed Software additionally includes Additional Software provided as Optional Work.

- 2.1.35 Optional Work:** Additional Professional Services and Additional Software, which may be provided by Contractor to County upon County's request and approval in accordance with Sub-paragraph 8.1.3 (Change Orders).
- 2.1.36 Party; Parties:** As defined in the preamble to this Contract.
- 2.1.37 Personally Identifiable Information or PII:** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, PII shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") § 6801 et seq.), Protected Health Information, and Personal Information as that term is defined in California Civil Code section 1798.140(v) and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- 2.1.38 Phase; Phases:** Phases 1 and 2 are collectively referred to as Phases, either is referred to as a Phase.
- 2.1.39 Phase 1:** The first phase of implementation of GovLink as described in Exhibit A (Statement of Work and Attachments).
- 2.1.40 Phase 2:** The second phase of implementation of GovLink as described in Exhibit A (Statement of Work and Attachments).
- 2.1.41 Pool Dollars:** The maximum amount allocated under this Contract for the provision of Optional Work, including Additional Professional Services and Additional Software, approved by County in accordance with this Contract, which will require an Amendment in accordance with Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders) establishing the Pool Dollars.
- 2.1.42 Revisions:** All configurations, customizations, bug fixes, patches, updates, upgrades, and new versions to Licensed Software from time to time provided by Contractor under this Contract, including but not limited to those Revisions provided to: (a) correct an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) for the GovLink System to remain in compliance with the Specifications; and (c) for the GovLink System to remain in compliance with applicable Federal, State, and local laws, rules, and regulations and

Court rules and requirements; and (d) changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by Court rules or requirements.

- 2.1.43 Service Credits:** As defined in Exhibit K (Support Services) to this Contract.
- 2.1.44 Services:** All services provided by Contractor hereunder including but not limited to design, configuration, and other implementation services; project management services; training services; and Support Services.
- 2.1.45 Specifications:** All specifications, requirements, and standards specified in the Statement of Work; the Documentation for the GovLink System, to the extent not inconsistent with any of the foregoing; all specifications for the GovLink System provided or made available by Contractor under this Contract, but only to the extent: (i) not inconsistent with any of the foregoing; and (ii) acceptable to County in its sole discretion; and all written and/or electronic materials furnished or made available by or through Contractor regarding the GovLink System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other GovLink System criteria or any element of the GovLink System, but only to the extent not inconsistent with any of the foregoing.
- 2.1.46 State:** The State of California.
- 2.1.47 Statement of Work:** Exhibit A (Statement of Work and Attachments) to this Contract, which includes but is not limited to the directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.48 Subcontract:** An agreement by the Contractor to employ a Subcontractor to provide services to fulfill this Contract.
- 2.1.49 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.50 Support Fees:** The fees set forth in Exhibit B (Pricing Schedule) for Contractor's provision of Support Services.
- 2.1.51 Support Services:** As defined in Sub-paragraph 9.2 (Support Services) of this Contract.
- 2.1.52 System Acceptance:** As defined in Sub-paragraph 3.3 of this Contract.

- 2.1.53 System Integration:** Work developed by Contractor to allow the sharing of data and business processes or workflows between GovLinkSystem and other County systems and, where possible, allowing for near real-time processing of data or the elimination of duplicate data residing on the GovLink System and such other County systems.
- 2.1.54 System Interfaces:** A programmed connection developed by, or licensed to, County or Contractor to allow for the sharing of data between the two systems in accordance with the specified timeframe, be it batch or real-time.
- 2.1.55 Third-Party Vendors:** As defined in Sub-paragraph 9.1.1.2 (Third-Party Vendors) of this Contract.
- 2.1.56 Third-Party Product:** AS defined in Sub-paragraph 9.1.5 (Third-Party Product).
- 2.1.57 Total Contract Sum:** As defined in Sub-paragraph 5.1.

### 3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, milestones, goods, Services, and other work as set forth in this Contract.
- 3.2** If the Contractor provides any tasks, deliverables, milestones, goods, Services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.
- 3.3** All tasks, deliverables, milestones, goods, Services, and other work are subject to County's acceptance in writing under and as described in Exhibit A (Statement of Work and Attachments). With respect to each of Phase 1 and Phase 2, "System Acceptance" of the GovLink System for such Phase occurs on County's acceptance in writing under and as described in Exhibit A (Statement of Work and Attachments) of all deliverables under Task 8.3 (System Acceptance) of Exhibit A (Statement of Work and Attachments) for such Phase, including but not limited to deliverables under other tasks of the Statement of Work, County's acceptance of which are required in order for Contractor to proceed to Task 8.3 of the Statement of Work for such Phase. Without limiting the foregoing, in the event County engages Contractor to provide Optional Work under and in accordance with this Contract prior to System Acceptance for a Phase, and the Change Order for such Optional Work requires such Optional Work to be completed as part of initial implementation of the System for such Phase, then County's acceptance of such Optional Work shall be a requirement for Contractor to achieve System Acceptance for such Phase.

- a. If the County Project Director makes a good faith determination at any time that the GovLink System for a Phase (as a whole, or any component thereof) or any deliverable, has not successfully completed test under Task 5 (Testing Tasks and Deliverables) of the Statement of Work for such Phase or the GovLink System for such Phase has not achieved System Acceptance for such Phase (collectively referred to for purposes of this Sub-paragraph 3.3 as “Designated Test”), the County Project Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the applicable portions of the GovLink System and/or deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the GovLink System for such Phase and/or deliverable as will permit the GovLink System for such Phase and/or deliverable to be ready for retesting. Contractor shall notify the County Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. If, after the applicable Designated Test has been completed for a second time, the County Project Director makes a good faith determination that the GovLink System for such Phase and/or deliverable again fails to pass the applicable Designated Test, the County’s Project Director shall promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the GovLink System for such Phase and/or deliverable failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the GovLink System for such Phase and/or deliverable as will permit the GovLink System for such Phase and/or deliverable to be ready for retesting.
- b. Such procedure shall continue, subject to County’s rights under Sub-paragraph 5.7 (Late Delivery Credits), until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test, or (ii) that County has concluded that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County shall have the right to make a determination, which shall be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Sub-paragraph 8.43 (Termination for Default) on the basis of such non-curable default.

- c. Such a termination by County may be as determined by County in its sole judgment: (i) a termination with respect to one or more of the components of the GovLink System; (ii) a termination of any part of Exhibit A (Statement of Work and Attachments) relating to the GovLink System component or deliverable that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to County of the System as a whole, the entire Contract. In the event of a termination under this Sub-paragraph 3.3, County shall have the right to receive reimbursement of all payments made to Contractor by County under this Contract for the GovLink System component(s), deliverable(s), and/or System as to which the termination applies, or, if the entire Contract is terminated, all amounts paid by County to Contractor under this Contract. The foregoing is without prejudice to any other rights that may accrue to County or Contractor under the terms of this Contract or by law. For the avoidance of doubt and without limiting Sub-paragraph 8.49 (Waiver), no prior acceptance by County of any GovLink System component or deliverable shall constitute a waiver or estoppel by County of the rights and remedies set forth in this Sub-paragraph 3.3.

- 3.4** If the parties enter into an Amendment in accordance with this Contract to establish Pool Dollars, the County may initiate Optional Work by providing written notice of the desired work to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to County Project Director's written approval of: (a) Contractor's schedule for meeting the Optional Work request; (b) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (Pricing Schedule); (c) if not in Exhibit B (Pricing Schedule), any other relevant pricing agreed to by the County; and (d) Pool Dollars being available for such Optional Work. In accordance with the terms of this Contract, for any Optional Work request issued by the County, following agreement on terms, a Change Order shall be prepared and executed as specified in Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders), which shall include but not be limited to tasks and deliverables included in such Optional Work, associated pricing, Pool Dollars to be utilized for such Optional Work and Pool Dollars remaining after application of the Pool Dollars for such Optional Work, along with Holdbacks if such Optional Work is required to be completed by Contractor as part of System Acceptance.

## **4 TERM OF CONTRACT**

- 4.1** The term of this Contract will commence on the date on which this Contract is approved by County's Board of Supervisors and executed by the Director of CSSD



and Contractor and continue through June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract (as used in this Paragraph 4, the "Initial Term").

- 4.2** The County will have the sole option to extend this Contract term for up to five (5) additional one (1) year periods (as used in this Paragraph 4, each an "Extension Term"). Each such extension option may be exercised at the sole discretion of the Department. As used herein, the Initial Term and each exercised Extension Term are collectively referred to as the "term," "term of this Contract" or "Contract term."

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

## **5 CONTRACT SUM**

### **5.1 Total Contract Sum**

The "Total Contract Sum" under this Contract will be the maximum monetary amount payable by County to Contractor for supplying all tasks, deliverables, milestones, goods, Services, and other work provided by Contractor in accordance with this Contract during the term of the Contract, including but not limited to available Pool Dollars (if added pursuant to an Amendment as provided in this Contract), allocated as set forth on Exhibit B (Pricing Schedule). There is no guarantee that the entire Total Contract Sum amount will be paid to Contractor under this Contract.

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

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

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

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

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

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

### **5.5 Invoices and Payments**

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, milestones, goods, Services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule), and the Contractor will be paid only for the tasks, deliverables, milestones, goods, Services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule) and must apply applicable Holdbacks, Late Delivery Credits, and/or Service Credits.
- 5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, milestones, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** All invoices under this Contract must be electronically submitted to the County's Project Manager to the email address set forth in Exhibit D (County's Administration).

## **5.5.6 County Approval of Invoices; Invoice Discrepancy**

- 5.5.6.1** All invoices submitted by the Contractor for payment must have the written approval of the County Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.6.2** The County Project Manager will review each invoice for any discrepancies and will, within thirty (30) days of receipt thereof, notify Contractor in writing of any discrepancies found upon such review and submit a list of disputed charges. Contractor shall review the disputed charges and send a written explanation detailing the basis for the charges within thirty (30) days of receipt of County's notice of discrepancies and disputed charges. If the County Project Manager does not receive a written explanation for the charges within such thirty (30) day period, Contractor shall be deemed to have waived its right to justify the original invoice amount, and County, in its sole discretion, shall determine the amount due, if any, to Contractor and pay such amount in satisfaction of the disputed invoice.
- 5.5.6.3** The making of any payment or payments by County, or the receipt thereof by Contractor, shall in no way affect the responsibility of Contractor to furnish the GovLink System and Services in accordance with this Contract, and shall not imply acceptance by County of such items or the waiver of any warranties or requirements of this Contract.

## **5.5.7 Local Small Business Enterprises – Prompt Payment Program**

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

## **5.6 Holdback Amount**

- 5.6.1** The amount shown on Exhibit B (Pricing Schedule) for all tasks, deliverables, milestones, goods, Services, and other work associated with System Acceptance for both Phases 1 and 2 constitutes thirty-two percent (32%) of all tasks, deliverables, milestones, goods, Services, and other work associated with the full implementation of the GovLink System (the "Holdback Amounts;" each a "Holdback Amount"). The Holdback Amount applicable to each Phase may be invoiced by Contractor upon System Acceptance for such Phase pursuant to Sub-

paragraph 3.3, subject to adjustment for any amounts arising under this Contract owed to the County by the Contractor.

- 5.6.2** A deliverable shall be deemed approved for purposes of this paragraph on the earliest date that all the tasks, deliverables, milestones, goods, Services, and other work required for completion of the deliverable are completed, tested for acceptability, and accepted by County. The determination of whether each deliverable has been so completed and so accepted shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such deliverable has been completed and is given all the necessary information, data, and documentation shall be subject to verify such completion.

## **5.7 Late Delivery Credits**

- 5.7.1** Contractor agrees that delayed performance by Contractor could cause damages to County, which are uncertain and would be impracticable or extremely difficult to ascertain in advance, as delayed performance will jeopardize County's compliance with State mandated deadlines and may result in fees, fines, and penalties, as well as other damages. Contractor further agrees that, in conformity with California Civil Code Section 1671, Contractor shall be liable to County for liquidated damages in the form of credits, as specified in this Sub-paragraph 5.7 ("Late Delivery Credits"), as a fair and reasonable estimate of such damages, except to the extent that such delay is caused by County for which Contractor has delivered a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays). County shall provide notice to Contractor of any amount of such Late Delivery Credits when assessed, which the parties agree is not and shall not be construed as penalties. County will deduct all such Late Delivery Credits from County's payment that is due, and Contractor may thereafter pursue the Dispute Resolution Procedure.
- 5.7.2** For each and every occasion upon which a deliverable or milestone marked on Exhibit A (Statement of Work and Attachments) as "Key" (hereinafter "Key Deliverable") has not been completed by Contractor within fifteen (15) days after the date scheduled for completion thereof as set forth in such Exhibit A (Statement of Work and Attachments) (hereinafter for each Key Deliverable "Due Date"), other than to the extent as a result of delays caused by acts or omissions of County or force majeure events under Sub-paragraph 8.20 (Force Majeure), in each case, for which Contractor has delivered a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays), and unless otherwise approved in writing by the County Project Director or designee in his/her discretion, County shall be entitled to receive credit against any or all amounts due to Contractor under this Contract or otherwise in

the total amount of Five Hundred Dollars (\$500) per Key Deliverable for each day after the Due Date that the Key Deliverable is not completed as a fair and reasonable estimate of the harm caused by the delay. All the foregoing credits shall apply separately, and cumulatively, to each Key Deliverable. A determination whether County shall assess Late Delivery Credits due to it pursuant to this Sub-paragraph 5.7 shall be made by the County Project Director in his/her sole discretion.

- 5.7.3** A Key Deliverable shall be deemed completed for purposes of this Sub-paragraph 5.7 on the earliest date that all of the tasks, deliverables, milestones, goods, Services and other work required for the completion of such Key Deliverable are completed and delivered to County, provided that all of such tasks, deliverables, milestones, goods, Services and other work required for the completion of such Key Deliverable are thereafter accepted by County without prior rejection by County or significant delay in County's approval thereof, which delay is the result of Contractor's failure to deliver such tasks, deliverables, milestones, goods, Services and other work in accordance with the terms hereof. For purposes of this Sub-paragraph 5.7, the determination of whether a Key Deliverable has been so completed and is so approved, and of the date upon which such Key Deliverable was completed, shall be made by the County Project Director as soon as practicable after County is informed by Contractor that such Key Deliverable has been completed and is given all the necessary information, data, and documentation to verify such completion.

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

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

and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

### **5.9 Out-of-Pocket Expenses**

Contractor shall not be entitled for reimbursement of any expenditures for Contractor's staff transportation, meals, and lodging except to the extent expressly agreed in an executed amendment in accordance with this Contract.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

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

### **6.2 County Project Director**

The role of the County Project Director may include:

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

### **6.3 County Project Manager**

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

- 6.3.1** Meeting with the Contractor Project Manager on a regular basis; and
- 6.3.2** Inspecting all tasks, deliverables, milestones, goods, Services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.
- 6.3.3** Ensure that the technical, business, and operational standards and requirements of the Contract are met and overseeing the day-to-day administration of the Contractor.
- 6.3.4** Except as expressly stated in this Contract regarding Change Orders, County Project Manager is not authorized to make any changes in any

of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.4 County Contract Project Monitor**

- 6.4.1** The County's Contract Project Monitor will be responsible for maintaining fully executed copies of the Contract and all Board Orders, Change Orders, and Amendments thereto on behalf of the County, and for day-to-day management of compliance with the administrative terms and conditions of the Contract on behalf of the County, such as receiving copies of insurance certificates under the Contract and receiving notices under the Contract.

### **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

#### **7.1 Contractor Administration**

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

#### **7.2 Contractor Project Director**

- 7.2.1** The Contractor Project Director must be a full-time employee of the Contractor who will be responsible for Contractor's overall performance of the tasks, deliverables, milestones, goods, Services, and other work under the Contract and ensure Contractor's compliance with the Contract.
- 7.2.2** The Contractor Project Director must be available to meet and confer as needed with County Project Director and County Project Manager to review project progress and discuss project issues.

#### **7.3 Contractor Project Manager**

- 7.3.1** The Contractor Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change in the name or address of the Contractor Project Manager.
- 7.3.2** The Contractor Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County Project Manager on a regular basis to review project progress and discuss project coordination, as well as Contract compliance issues.

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

- 7.4.1** County has the absolute right to approve or disapprove all the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

**7.4.2** Contractor shall use best efforts to assure continuity during the term of the Contract of Contract personnel performing key functions under this Contract, together with Contractor Project Director and Contractor Project Manager (in this Sub-paragraph 7.4, the "Contractor Key Personnel"). Notwithstanding the foregoing, County's Project Director may require removal of any Contractor Key Personnel.

**7.4.3** In the event Contractor should desire to remove any Contractor Key Personnel from performing work under this Contract, Contractor shall provide County with notice at least fourteen (14) days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with County on a mutually agreeable transition plan to ensure project continuity.

**7.4.4** Contractor shall promptly (and in any event no later than fourteen (14) days of providing County notice under Sub-paragraph 7.4.3) fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.

**7.4.5** All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County or members of the public (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

## **7.5 Contractor's Staff Identification**

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge, visible at all times. Contractor bears all expense of the badging.

**7.5.1** Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

**7.5.2** Contractor must notify the County within one business day when staff is terminated from working under this Contract. Contractor must retrieve and return an employee's County ID badge to the County on the next



business day after the employee has terminated employment with the Contractor.

- 7.5.3** If County requests the removal of Contractor's staff, Contractor must retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

## **7.6 Background and Security Investigations**

- 7.6.1** In addition to the requirements set forth in Exhibit J (Information Security and Privacy Requirements), each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo, and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- 7.6.2** County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.6.3** Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.6 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.7 Confidentiality and Security**

### **7.7.1 General Confidentiality Obligation**

In addition to the requirements set forth in Exhibit J (Information Security and Privacy Requirements), Contractor must maintain the confidentiality of all County records and information, including but not limited to Personally Identifiable Information; information relating to County's

clients, constituents, users, partners, or personnel; County department and case information; and any other County Data, obtained, accessed, and/or produced under the provisions of this Contract (collectively, "Confidential Information") in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. Without limiting the foregoing, parentage and support information used in the administration of the Title IV-D Program shall be considered Confidential Information and shall not be disclosed for any purpose not directly connected with the administration of the child support program. (Family Code 17212). All documents provided to the Contractor by County are Confidential Information. No information concerning parties or persons named in such documents will be released except as necessary in the performance of Contractor's duties under this Contract.

#### **7.7.2 Nature of Confidential Information**

Contractor agrees that all of County's Confidential Information will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary". Notwithstanding the foregoing or Sub-paragraph 7.7.1, Confidential Information does not include information that: (a) is or becomes known to the public without fault or breach of the either party; (b) a party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to that party; and/or (c) is independently developed by a party without use of the other party's Confidential Information.

#### **7.7.3 Required Actions Regarding County's Confidential Information**

**7.7.3.1** The Contractor shall restrict access to the County's Confidential Information only to its officers, employees, agents, and Subcontractors who need the County's Confidential Information to perform official duties under the Contract. The Contractor shall inform all its officers, employees, Subcontractors, and other agents providing work hereunder of the confidentiality and security provisions of this Contract. Contractor is responsible for compliance with this Sub-paragraph 7.7 of its officers, employees, Subcontractors, and other agents to which Contractor has disclosed Confidential Information.

**7.7.3.2** The Contractor shall: (a) not use the County's Confidential Information for any purpose whatsoever other than carrying

out the express terms of the Contract; (b) promptly transmit to the County a written notification regarding all requests for disclosure of any of County's Confidential Information made by any third party other than Contractor's officers, employees, agents, or Subcontractors with respect to which the Contractor shall have complied with Sub-paragraph 7.7.3.1; (c) not disclose, except as otherwise specifically permitted by the Contract, any of County's Confidential Information to any person or organization other than the County without the County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Contract, at County's election, return, destroy, or maintain all of County's Confidential Information in accordance with this Contract.

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

**7.7.4 Intentionally Omitted**

**7.7.5 Non-Exclusive Equitable Remedy**

The Contractor acknowledges that due to the unique nature of the Confidential Information there may be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to the County, and therefore, that upon any such breach or any threat thereof, the County may be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity.

## **7.7.6 Personally Identifiable Information**

In connection with this Contract and performance of work, Contractor may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, constituents, and clients and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable State and Federal laws, rules, and regulations for the sole purpose of performing work under this Contract.

### **7.7.6.1 Treatment of Personally Identifiable Information**

Without limiting any other warranty or obligations specified in this Contract, and in particular the confidentiality and security provisions of this Sub-paragraph 7.7, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any PII in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any PII to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process PII only in compliance with this Contract and all applicable State and Federal laws, rules, and regulations.

### **7.7.6.2 Retention of Personally Identifiable Information**

Contractor will not retain any PII for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such PII to perform its duties under this Contract, Contractor will promptly return or destroy or erase at County's option for all originals and copies of such PII in accordance with this Sub-paragraph 7.7 (Confidentiality and Security).

## **7.7.7 Information Security and Privacy Requirements**

Without limiting this Sub-paragraph 7.7, Contractor, its officers, employees, Subcontractors, agents, and the System, as applicable, will, always, during the term of this Contract, comply with Exhibit J (Information Security and Privacy Requirements) and Exhibit L (California DCSS Confidentiality and Information Privacy and Security Requirements), as well as applicable confidentiality and privacy laws, rules, regulations, ordinances, guidelines, directives, and policies mandated by the State and Federal governments. Notwithstanding

Section I (Order of Precedence) of Exhibit L California DCSS Confidentiality and Information Privacy and Security Requirements), the parties agree if there is a conflict between a provision of Exhibit L and this Contract or Exhibit J (Information Security and Privacy Requirements), the provision that is more protective of the County or the County Data will prevail.

#### **7.7.8 Specific Indemnity**

The Contractor shall indemnify, defend, and hold harmless the County Indemnitees, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, Subcontractors, or other agents, to comply with this Sub-paragraph 7.7 (Confidentiality and Security), as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 7.7 (Confidentiality and Security) shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### **7.7.9 Material Breach**

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

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments, Board Orders, and Change Orders**

#### **8.1.1 Amendments**

For any change which affects the scope of work, term, Total Contract Sum, payments, or any term or condition included under this Contract,

a negotiated written amendment to this Contract ("Amendment") shall be required to be authorized in advance by County's Board of Supervisors and executed in writing by authorized representative(s) of both the County and the Contractor.

Notwithstanding the forgoing, the Director of CSSD or designee is specifically authorized to execute Amendments on behalf of the County without additional preauthorization by the County's Board of Supervisors as follows: (a) the Amendment does not materially affect the scope of work, amount of payments, or any term or condition included in this Contract; (b) provide written consent to an assignment or delegation under Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions); (c) implement a reduction pursuant to Sub-paragraph 8.4 (Budget Reductions); and/or (d) has otherwise been delegated to the Director of CSSD by the County's Board of Supervisors.

#### **8.1.2 Board Orders**

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an amendment to the Contract must be prepared and executed by the Contractor and by the Director of CSSD or designee.

#### **8.1.3 Change Orders**

For any change which requires Contractor to incur any additional costs or expenses using Pool Dollars (if added pursuant to an Amendment as provided in this Contract), a written change order ("Change Order") for Optional Work shall be prepared and executed by each of (a) the County's Project Manager, and (b) Contractor's authorized representative(s). County is specifically authorized to execute Change Order for expenditure of Pool Dollars for acquisition of Optional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the Director of CSSD or designee.

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

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

to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written amendment to the Contract in accordance with Sub-paragraph 8.1, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within ten (10) business days after the Contract effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 8.5.1.2** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.1.3** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.1.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6** When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7** Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County Indemnitees, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure



by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Sub-paragraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

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

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

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

## **8.8.2 Written Employee Jury Service Policy**

**8.8.2.1** Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees (as defined below in this Sub-paragraph 8.8) will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

**8.8.2.3** If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the

Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

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

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

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

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

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

## **8.11 Consideration of Hiring GAIN-START Participants**

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

### **8.12.3 Non-responsible Contractor**

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

#### **8.12.4 Contractor Hearing Board**

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

**8.12.4.2** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

**8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.4.4** If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately

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

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

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

#### **8.12.5 Subcontractors of County Contractors**

These terms will also apply to subcontractors of County contractors.

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

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

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

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

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

#### **8.15 County's Quality Assurance Plan**

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

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

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

**8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by

County, for such repairs must be repaid by the Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all staff 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 staff for the period prescribed by law.

**8.17.2** The Contractor must indemnify, defend, and hold harmless, the County Indemnitees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.17 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

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

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in



appropriate places on the amendments prepared pursuant to Sub-paragraph 8.1 (Amendments, Board Orders, and Changed Orders) and received via communications facilities (facsimile, email, or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to amendments to this Contract.

#### **8.19 Fair Labor Standards**

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County Indemnitees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.19 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

#### **8.20 Force Majeure**

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

**8.20.2** Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the

required performance schedule. As used in this subparagraph, the term “Subcontractor” and “Subcontractors” mean Subcontractors at any tier.

- 8.20.3** In the event Contractor’s failure to perform arises out of a force majeure event, Contractor will provide a notice of delay in accordance with Sub-paragraph 8.30 (Notice of Delays), and Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

- 8.22.1** This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Sub-paragraph 7.7 (Confidentiality and Security).

## **8.23 Indemnification**

**8.23.1 General Indemnification:** The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (collectively, "County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.23 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

**8.23.2 Intellectual Property Indemnification.** Contractor shall indemnify, hold harmless, and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third-party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the GovLink System or other Contractor Proprietary Technology (collectively in this Sub-paragraph 8.23.2, the "Indemnified Items;" with such claims, demands, damages, liabilities, losses, costs, and expenses being collectively referred to in this Sub-paragraph 8.23.2 as "Infringement Claims").

**8.23.2.1** Any legal defense pursuant to the Contractor indemnification obligations under this Sub-paragraph 8.23.2 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole

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

**8.23.2.2** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. If any Indemnified Item hereunder becomes the subject of an Infringement Claim under this Sub-paragraph 8.23.2, or in County's opinion is likely to become the subject of such an Infringement Claim, then, in addition to defending the Infringement Claim and paying any damages and attorneys' fees as required above in this Sub-paragraph 8.23.2, Contractor shall, at its option and in its sole discretion and at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the Indemnified Items or affected component(s) thereof, or part(s) thereof, pursuant to this Contract; or (ii) replace or modify the Indemnified Items or component(s) thereof with another software, service, item, or component(s) thereof of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the Indemnified Items and all components thereof become non-infringing, non-misappropriating, and non-disclosing (hereinafter collectively for the purpose of this Sub-paragraph 8.23.2, "Remedial Act(s)").

**8.23.2.3** If Contractor fails to complete the Remedial Acts described in Sub-paragraph 8.23.2.2 above within forty-five (45) days of notice of the Infringement Claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default, in which case, in addition to other remedies available to County, Contractor shall reimburse County for all fees paid by County to Contractor under the Contract for the GovLink System as apportioned by County in its sole discretion, and/or (ii) take such remedial acts as it determines to be commercially

reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to in this Sub-paragraph 8.23.2.3 as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

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

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all 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 Sub-paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types, and limits (in Sub-paragraphs 8.24 and 8.25, the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor from liabilities which may arise from or relate to this Contract.

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

**8.24.2.1** Certificate(s) of insurance coverage (in Sub-paragraphs 8.24 and 8.25, "Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

**8.24.2.3** Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on

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

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

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

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

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively in Subparagraphs 8.24 and 8.25, "County and its Agents") must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic

additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Changes in Insurance**

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

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

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

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

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

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

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

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

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

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.

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

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

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

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required



Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

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

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

### **8.25 Insurance Coverage**

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

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

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

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

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Professional Liability-Errors and Omissions**

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

#### **8.25.4.2 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 \$4 million, which may be satisfied through a cyber liability insurance which includes coverage for technology errors and omissions.

#### **8.25.4.3 Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of not less than \$4 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Data no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and

provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

**8.26.1** If, in the judgment of the County Project Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Project Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment, or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Project Director, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the County Project Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Project Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the County Project Director, or his/her 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 County Project Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the fees due; 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 the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.26.3** The action noted in Sub-paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This sub-paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or Sub-paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

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

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

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

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

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor will allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Sub-paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal, or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The Parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 Non-Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Dispute Resolution Procedure**

- 8.31.1** It is the intent of the Parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each Party's organization that is most knowledgeable about the disputed issue. The Parties understand and agree that the procedures outlined in this Sub-paragraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this sub-paragraph, a "dispute" shall mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.
- 8.31.2** Contractor and County agree to act with urgency to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Sub-paragraph 8.31 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 8.31.3** Contractor and County agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which County determines should be delayed as a result of such dispute.
- 8.31.4** Subject to the provisions of Sub-paragraph 5.5 (Invoices and Payments), if Contractor fails to continue without delay its performance hereunder which County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by County, or County may deduct all such additional costs from any amounts due to Contractor from County.
- 8.31.5** If County fails to continue without delay to perform its responsibilities under this Contract which County determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor

or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

- 8.31.6** In the event of any dispute between the Parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.7** If the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the Parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.8** If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's president or equivalent and the Director of CSSD. These persons shall have ten (10) days to attempt to resolve the dispute.
- 8.31.9** If at these levels, there is not a resolution of the dispute acceptable to both Parties, then each Party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.10** All disputes utilizing this Dispute Resolution Procedure shall be documented in writing by each Party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Sub-paragraph 8.31, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.11** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or both Party's right to seek injunctive relief to enforce the provisions of Sub-paragraph 7.7 (Confidentiality and Security) shall not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and shall not be deemed to impair any claims that County may have against Contractor or County's rights to assert such claims after any such termination, or such injunctive relief has been obtained.

**8.31.12** Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

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

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

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

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

**8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt, overnight delivery with a reputable overnight delivery carrier, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Notices and demands sent hereunder shall be deemed delivered immediately upon hand delivery, one (1) Day of deposit for overnight delivery with a reputable overnight delivery carrier, and within four (4) Days of deposit in the U.S. Mail if sent first-class registered or certified mail. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The County's Contract Project Monitor will have the authority to issue all notices or demands required or permitted by the County under this Contract.

**8.35 Prohibition Against Inducement or Persuasion**

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



## **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

## **8.37 Publicity**

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

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

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

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

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

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

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

Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)

**8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

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

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

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

**8.40.2.2** A draft copy of the proposed Subcontract; and

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

**8.40.3** The Contractor must indemnify, defend, and hold the County Indemnitees harmless in accordance with this Contract, with respect to

the activities of each Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding the County's approval of the Contractor's proposed Subcontract.
- 8.40.5** The County's consent to Subcontract will not waive the County's right to prior and continuing approval of all personnel, including Subcontractor employees, providing work under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6** The County Project Director is authorized to act for and on behalf of the County with respect to approval of any Subcontract and Subcontractor employees. After approval of the Subcontract by the County, Contractor must forward a fully executed Subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to Subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to the County Contract Project Monitor at the address herein in Exhibit D (County's Administration).

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

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

#### **8.42 Termination for Convenience**

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be affected by notice of termination to the Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than thirty (30) days after the notice is sent.

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

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

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

**8.42.3** 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 Sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract and has failed to cure such breach 30 Days following delivery by County to Contractor of written notice specifying such failure:  
or

**8.43.1.2** Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, good, service, or other work required either under this Contract; or

**8.43.1.3** 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) Business Days (or such longer period as the County may authorize in writing) after delivery by County to Contractor of written notice from the County specifying such failure.

**8.43.2** If the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services like those so terminated. The Contractor will be liable to the County for all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.43.3** Except with respect to defaults of any Subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of Sub-paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 (Termination for Convenience).
- 8.43.5** The rights and remedies of the County provided in this Sub-paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

**8.44.2** The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

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

**8.45.1.1** Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

**8.45.1.2** The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code.

**8.45.1.3** The appointment of a Receiver or Trustee for the Contractor; or

**8.45.1.4** The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in this Sub-paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this

Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's budget for each such future fiscal year. If funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

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

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

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

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

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

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

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



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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

## **8.53 Time Off for Voting**

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

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

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

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

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

## **8.55 Effect of Termination**

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

**8.55.1.1** Contractor will continue the performance of this Contract to the extent not terminated.

**8.55.1.2** Contractor will cease to perform the portion of the work being terminated on the date and to the extent specified in such notice and provide to County all completed work and work in progress, in a media reasonably requested by County.

- 8.55.1.3** County will pay to Contractor all sums due and payable to Contractor for work properly performed and accepted in accordance with this Contract through the effective date of such expiration or termination (prorated as appropriate).
  - 8.55.1.4** Contractor will refund to County any prepaid but unused fees.
  - 8.55.1.5** Contractor shall promptly return to County all of the County's Confidential Information that relates to the portion of the Contract or work terminated by County, including all County Data, in a media reasonably requested by County or at County's election destroy all copies of such Confidential Information in accordance with this Contract.
- 8.55.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.55.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to County hereunder or an equivalent system, and that a failure to satisfy such obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor shall fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition as provided herein. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract (in this sub-paragraph, "Transition Period"), Contractor shall assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in an amendment entered into in accordance with this Contract. Additionally, upon the expiration or termination of this Contract, County may require Contractor to provide services to assist County to transition GovLink System operations from Contractor to County or County's designated third party (in this sub-paragraph, "Transition Services"). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services, using any applicable rates set forth on Exhibit B (Pricing Schedule). The duty of Contractor to provide such Transition Services shall be conditioned on County continuing to comply with its obligations under the Contract, including payment of all applicable fees.

Contractor shall have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by County, other than a failure by County to timely pay the amounts due and payable hereunder. County shall have the right to seek specific performance of this Sub-paragraph 8.55.3 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Additionally, if County terminates the Contract for any breach by Contractor, County shall be entitled to seek reimbursement from Contractor for all costs incurred by County in connection with Contractor's provision of Transition Services, including but not limited to all fees paid to Contractor for such Transition Services. Compliance with this Sub-paragraph 8.55.3 by either Party shall not constitute a waiver or estoppel with regard to any rights or remedies available to the Parties.

#### **8.56 Compliance with 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 sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

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

A proposer, or a contractor or its subsidiary or subcontractor (in this Sub-paragraph 8.58, "Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from

participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision will survive the expiration, or other termination of this Contract.

#### **8.59 Injury and Illness Prevention Program**

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

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

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

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Proprietary Considerations**

##### **9.1.1 License Grants and Limitations**

**9.1.1.1 Access License.** Contractor grants to County an unlimited (except as limited by this Contract), non-exclusive, non-transferable (except as permitted by this Contract) license, without the right to sublicense (except as permitted under Sub-paragraph 9.1.1.2 (Third-Party Vendors) below), to remotely access and use the GovLink System in accordance with the terms of this Contract for the length of the term of this Contract.

**9.1.1.2 Third-Party Vendors.** Contractor acknowledges and agrees that County may use certain third-party vendors for purposes of performing some of County's internal business processes ("Third-Party Vendors"). County may allow its Third-Party Vendors to access and use the GovLink System subject to the terms and conditions of this Contract solely for County's internal business processing services, subject to the following conditions: (i) County agrees to be fully responsible for all use of the GovLink System by its Third-Party Vendors; (ii) County will ensure compliance by Third-Party Vendors with the terms and conditions of this Contract, including without limitation,

the applicable provisions of Sub-paragraph 7.7 (Confidentiality and Security) of this Contract; and (iii) upon termination of its relationship with such Third-Party Vendors or of this Contract, County will ensure that all access to the GovLink System by such Third-Party Vendors ceases immediately.

**9.1.1.3 Limitations.** Unless otherwise expressly authorized in this Contract, County will not will not: (i) modify, adapt, alter, translate, or create derivative works from the GovLink System; (ii) merge the GovLink System (or any part thereof) with any other software, products or services (other than Contractor-provided interfaces or interfaces developed based upon Specifications provided by Contractor); (iii) sublicense, resell, re-distribute, lease, rent, loan, disclose or otherwise transfer the GovLink System (or any part thereof) or any other associated products and services to any third party (other than as permitted under Sub-paragraph 9.1.1.2 (Third-Party Vendors) above); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the GovLink System (or any part thereof); (v) otherwise use or copy the GovLink System (or any part thereof) except as expressly allowed under this Contract or (vi) alter, distort, or remove any confidential, proprietary, copyright, trademark, trade secret, or patent legends from any copy of the GovLink System (or any part thereof).

**9.1.2 Documentation.** At no additional charge to County, Contractor will provide or make available to County all Documentation relating to the GovLink System. If the Documentation for the GovLink System is revised or supplemented at any time (which Contractor will regularly update Documentation to reflection material revisions), Contractor will promptly provide or make available to County a copy of such revised or supplemental Documentation, at no additional cost to County. County may, at any time, reproduce copies of all Documentation and other materials provided or made available by Contractor, distribute such copies to County and Third-Party Vendor personnel, or County designees and users of the GovLink System, and incorporate such copies into its own technical and user manuals, provided that such reproduction relates to County's and users' use of the GovLink System as permitted in this Contract, and all copyright and trademark notices, if any, are reproduced thereon. Contractor will provide or make available to County all Documentation in electronic form.

### **9.1.3 Revisions**

- 9.1.3.1** During the term of this Contract, all Revisions will be provided to County as part of Contractor's Support Services under Sub-paragraph 9.2 (Support Services) at no additional charge beyond the fees set forth in Exhibit B (Pricing Schedule), regardless of whether Contractor charges other customers for such Revisions.
- 9.1.3.2** Contractor may from time to time make material Revisions to the GovLink System. In the event of such Revisions, (a) the Revision of the GovLink System will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all of the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such material changes, written notice and a demonstration of such material changes (for any minor changes or security updates a shorter notice period may be required). If such advanced demonstration reveals material adverse effects on functionality or operation of the GovLink System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the GovLink System and continue to receive Support Services as required hereunder for the remainder of the term of this Contract. County shall be entitled to withhold payment demonstrated correction of the issues identified. During the term of this Contract, as part of Support Services, County shall receive access to all new Revisions of the GovLink System that Contractor makes available to its other licensees without additional charge as provided in this Sub-paragraph 9.1.3 (Revisions) within thirty (30) days after their general availability. Notwithstanding the foregoing, Contractor represents, warrants, covenants, and agrees that throughout the term of this Contract, Contractor shall only provide Support Services for the current version of GovLink System and the most recent prior one (1) version.
- 9.1.3.3** Without limiting the foregoing provisions of this Sub-paragraph 9.1.3, if during the term (a) the Licensed Software is displaced in Contractor's product line by another product, or (b) a renamed product containing substantially similar functionality to the Licensed Software is distributed by Contractor (even if the renamed product contains additional

features, functionality, or other capabilities) (in this Sub-paragraph 9.1.3, "Displaced/Renamed Product"), County shall receive the Displaced/Renamed Product as a Revision.

#### **9.1.4 Proprietary Rights**

**9.1.4.1 Ownership of County Data.** All of the County's Confidential Information, including without limitation Personally Identifiable Information, information relating to County's constituents, users, partners, or personnel; County department case information; any other sensitive records or information; and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract; and all of the output from the GovLink System generated by County's use of the GovLink System, including without limitation, reports, graphs, charts, modified County Data, etc., but expressly excluding any form templates of such reports, graphs or charts that by themselves that do not include County Data (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County.

**9.1.4.2 Ownership of Deliverables and Intellectual Property Rights Created Under this Contract.** The County shall be the sole owner of all right, title and interest, including copyright, in and to all System design, project and System plans, diagrams, reports, and other deliverables (excluding the GovLink System itself) (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract or otherwise delivered pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all the Contractor's right, title, and interest 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. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

**9.1.4.3 Proprietary Rights in the Contractor Proprietary Technology.** As between the Parties, and subject to the

terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all Intellectual Property Rights in the GovLink System or other deliverables in existence as of the effective date of this Contract or developed outside of the scope of this Contract (collectively, "Contractor Proprietary Technology"). County acquires no rights to Contractor Proprietary Technology except for the license interests granted under this Contract, which include but are not limited to license rights in the GovLink System granted herein, as well as a perpetual license in all Contractor Proprietary Technology to the extent incorporated into the materials and necessary to County's use and enjoyment of the materials.

- 1) All Contractor Proprietary Technology shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material according to Sub-paragraph 8.36 (Public Records Act).
- 2) The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 3) Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.1.4.3, number 2, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.1.4.3, number 1, or for any disclosure which the County is required to make under any state or Federal law or order of court.

**9.1.5 Third-Party Product.** The Contractor shall not use any software or other content licensed, leased, or otherwise obtained by Contractor from a third-party ("Third-Party Product") in the GovLink System without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third-Party Product to County on connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a license for County and County's agents and assigns, to use the Third-Party Product that is consistent



with the license rights granted hereunder with respect to the GovLink System. For the avoidance of doubt, Contractor shall maintain, support, and host, at no additional charge to County, all Third-Party Product to the same extent as the other components of the GovLink System.

## **9.2 Support Services**

**9.2.1** During the term of this Contract, Contractor shall provide to County the maintenance services, hosting services, and operational support for the GovLink System as set forth in this Contract, including Exhibit K (Support Services) and Exhibit J (Information Security and Privacy Requirements) (collectively, "Support Services"), at no additional charge beyond the Support Fees. Contractor's obligation to perform Support Services, shall commence upon Go-Live of the Phase 1 System (as defined in Exhibit A (Statement of Work and Attachments)), and County's payment for work performed under Tasks 1 through 8 of Exhibit A (Statement of Work and Attachments), as specified in Exhibit B (Pricing Schedule) in accordance with this Contract, will complete County's obligation to pay for Support Services through and including June 30, 2026. Thereafter, County's obligation to pay for Support Services will be as specified in Exhibit B (Pricing Schedule). Without limiting the foregoing, there shall be no additional charge to County for on-site maintenance and support services to remedy a breach of warranty, to correct a failure of the System to conform to the Specifications, or to fulfill Contractor's obligations pursuant to this Subparagraph 9.2 (Support Services).

## **9.3 Unique Representations and Warranties**

**9.3.1** The GovLink System (and all portions thereof) shall conform to the Specifications and requirements set forth in this Contract without material Deficiencies during the term of this Contract.

**9.3.2** Contractor shall institute quality controls, including suitable testing procedures if any, to ensure that the GovLink System and other tasks, deliverables, milestones, goods, Services, and other work comply with the Specifications and the other requirements of this Contract. Upon the County's reasonable request, the County shall have the right to review Contractor's quality controls to verify and/or improve the quality of the GovLink System and other tasks, deliverables, milestones, goods, Services, and other work. Contractor represents and warrants there is no existing pattern or repetition of customer complaints regarding the GovLink System or other tasks, deliverables, milestones, goods, Services, or other work, including functionality or performance issues, and Contractor's engineers have not currently identified any repeating adverse impact on the GovLink System, including functionality or

performance, for which the root cause is believed to be a flaw or defect in the GovLink System.

- 9.3.3** Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the GovLink System or any component thereof through any code, device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, any disabling or malicious code or malware, which has the potential or capability of compromising the security or confidentiality of the Confidential Information or of causing any unplanned interruption of the accessibility of the GovLink System or any component thereof by County or any user or which could alter, destroy, or inhibit the use of the GovLink System, any component thereof, or the data contained therein (collectively in this Sub-paragraph 9.3, "Disabling Devices").
- 9.3.4** Contractor shall implement practices and procedures consistent with guidance defined in International Organization for Standardization security standard 27002, Section 10.4.1, as in effect from time to time, to prevent Disabling Devices from being incorporated or introduced into any component of the GovLink System by Contractor or any third party and to detect Disabling Devices in the event preventive measures fail.
- 9.3.5** Contractor shall not reproduce, distribute or disclose to any person or entity any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding information security or maintenance in County's computer systems, or to any safeguard, countermeasure or contingency plan, policy or procedure for data security contemplated or implemented by County, other than to the applicable affected vendor(s), law enforcement and/or computer security coordinating organizations, in each case, with County's prior written consent which will not be unreasonably withheld.
- 9.3.6** The GovLink System shall not contain defamatory or indecent matter, and County's use of the GovLink System in accordance with this Contract will not infringe the intellectual property rights of any third party.
- 9.3.7** To the extent permissible under the applicable third-party agreements, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.
- 9.3.8** During term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the GovLink System (or any part thereof) in accordance with this Contract. This Contract and

the GovLink System licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the GovLink System without interruption. As of the date furnished, no statement contained in writing in the response to the request for proposals for the GovLink System contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

- 9.3.9** County's remedies under the Contract for the breach of the warranties set forth in this Contract will include, but not be limited to, the repair or replacement by Contractor, at Contractor's own expense, of the non-conforming GovLink System or applicable tasks, deliverables, milestones, goods, Services, or other work, the specific remedies set forth in the Statement of Work or Exhibit K (Support Services), and other corrective measures afforded to County by Contractor under the Statement of Work, Exhibit K (Support Services), and this Contract.

#### **9.4 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete Exhibit I (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

#### **9.5 Data Destruction**

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10)

business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

## **9.6 Local Small Business Enterprise (LSBE) Preference Program**

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

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

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

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

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

**9.6.4.2** In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

**9.6.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

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

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

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

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

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

**9.7.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

**9.7.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

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

- 9.8.1** This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).
- 9.8.2** Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain, or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.8.3** Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.8.4** If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor will:
- 9.8.4.1** Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
  - 9.8.4.2** In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  - 9.8.4.3** Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

## **10 SURVIVAL**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Sub-paragraph 5.7 (Late Delivery Credits)

Sub-paragraph 7.7 (Confidentiality and Security)

Sub-paragraph 8.1 (Amendments, Board Orders, and Change Orders)

Sub-paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Sub-paragraph 8.6.2

Sub-paragraph 8.16 (Damage to County Facilities, Buildings or Grounds)

Sub-paragraph 8.17.2

Sub-paragraph 8.18 (Counterparts and Electronic Signatures and Representations)

Sub-paragraph 8.19 (Fair Labor Standards)

Sub-paragraph 8.20 (Force Majeure)

Sub-paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.23 (Indemnification)

Sub-paragraph 8.24 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.25 (Insurance Coverage)

Sub-paragraph 8.26 (Liquidated Damages)

Sub-paragraph 8.31 (Dispute Resolution Procedure)

Sub-paragraph 8.34 (Notices)

Sub-paragraph 8.36 (Public Records Act)

Sub-paragraph 8.37 (Publicity)

Sub-paragraph 8.38 (Record Retention and Inspection-Audit Settlement)

Sub-paragraph 8.40.3

Sub-paragraph 8.42 (Termination for Convenience)

Sub-paragraph 8.43 (Termination for Default)

Sub-paragraph 8.48 (Validity)

Sub-paragraph 8.49 (Wavier)

Sub-paragraph 8.55 (Effect of Termination)

Sub-paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Sub-paragraph 9.1 (Proprietary Considerations)

Sub-paragraph 9.5 (Data Destruction)

Paragraph 10 (Survival)



IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of CSSD, the day and year first above written.

**CONTRACTOR**

**GREENCOURT LEGAL TECHNOLOGIES, LLC**

By

\_\_\_\_\_  
Andy Johnson, Chief Executive Officer

**COUNTY OF LOS ANGELES**

Child Support Services Department

By

\_\_\_\_\_  
Terrie Hardy, Director

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By

\_\_\_\_\_  
Senior Deputy County Counsel

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## ***STATEMENT OF WORK AND ATTACHMENTS***

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# **1 STATEMENT OF WORK AND ATTACHMENTS**

## **1.1 Introduction**

This Exhibit A (Statement of Work and Attachments) (the “Statement of Work,” “SOW,” or “Exhibit A”) is attached to the Contract by and between the County of Los Angeles (County) and GreenCourt Legal Technologies, LLC (Contractor) dated as of \_\_\_\_\_, 2025 (together with its exhibits and attachments, Contract). It sets forth the scope of work on behalf of County’s Child Support Services Department (CSSD) for GovLink, a comprehensive web-based, Contractor hosted, court document preparation, workflow and e-filing system in a cloud-based, software as a service (SaaS), with associated GovLink implementation and support Services (as further defined in the Contract, Services). Capitalized terms used in this Statement of Work without definition have the meanings given to such terms in the Contract.

The Contractor’s court document preparation, workflow and e-filing system will provide functionalities for all aspects of the e-filing process, including but not limited to document creation, editing, and signature, workflow processing, e-filing, to subsequent document return and e-filing status, and reports and data for automation. GovLink will allow for additional flexibility, tracking, and efficiencies not available using the Department of Child Support Services’ California Support Enforcement (CSE) system. The Los Angeles Superior Court has indicated that CSSD will be required to electronically file all court documents.

## **1.2 CSSD Overview**

CSSD is charged with establishing parentage and support orders in accordance with Title IV-D of the Social Security Act of 1975. CSSD employs over 1400 staff and managers over 244,000 cases by providing services that include: case opening, locating parents, establishing parentage, and establishing and enforcing child and medical support orders. The establishment and enforcement of orders relies heavily on the ability to e-file documents with the courts.

## **1.3 Scope Summary**

The purpose of this Statement of Work, and all its attachments, is to implement a new SaaS court document preparation, workflow, and e-filing solution to enable CSSD to efficiently provide support services mandated by Title IV-D of the Social Security Act, which will fully meet or exceed all the requirements, as stated in this SOW, the System Requirements referenced in Attachment 3 of this Exhibit A and as may be augmented during implementation (as further defined in the Contract, collectively referred to as Specifications), and otherwise in the Contract.

# **2 QUALITY ASSURANCE PLAN**

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

## **2.1 Status Meetings**

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

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

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Contract Project Monitor within five (5) Business Days.

## **2.3 County Observations**

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

# **3 ADMINISTRATION**

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

## **COUNTY**

### **3.1 County Project Director**

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

### **3.2 County Project Manager**

The County Project Manager will report directly to the County Project Director. The County Project Manager will serve as the primary point-of-contact between the County Project Director and the Contractor. The County Project Manager is responsible for the overall day-to-day management and coordination to confirm that all deliverables and other requirements are completed successfully and that all Contract dates are met, including but not limited to, conducting project status

meetings with Contractor and coordination with internal County stakeholder(s), and other aspects of System implementation and management.

### **3.3 Designated County Staff**

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

## **CONTRACTOR**

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

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

### **3.4 Contractor Project Director**

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

### **3.5 Contractor Project Manager**

Shall be a full-time employee of the Contractor and shall be assigned to the GovLink project. The Contractor Project Manager shall report directly to the Contractor's Project Director. The Contractor Project Manager shall serve as the primary point-of-contact between the County Project Manager and the Contractor. The Contractor Project Manager is responsible for the overall day-to-day management and coordination to ensure that all deliverables and other requirements are completed successfully and that all Contract dates are met. The Contractor Project Manager shall have full authority to act on behalf of the Contractor on all matters relating to the daily operation of the Contract. The Contractor Project Manager shall be able to effectively communicate in English, both orally and in writing. The County must have access to the Contractor Project Manager, as set forth in Paragraph 4 (Hours/Days of Work). The Contractor Project Manager must be employed by the Contractor and have more than five (5) years of related experience on similar projects (size, scope, and complexity).

## **4 HOURS/DAYS OF WORK**

County regular business hours are 7:00 a.m. to 5:30 p.m., Pacific Time, Monday through Friday. The County currently observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Cesar Chavez Day, Memorial Day,



Juneteenth Day, Independence Day, Labor Day, Indigenous People's Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas. Such days of the week during such hours specified, excluding County holidays as applicable for each calendar year, are referred to herein as "Business Days."

## **5 SPECIFIC WORK REQUIREMENTS**

Without limiting the more detailed descriptions set forth in the subsequent sections of this SOW, and otherwise, in the Contract, Contractor's work hereunder shall include the following:

- Contractor shall provide all Licensed Software, including but not limited to Contractor and third-party software licenses, and System Interfaces, and perform all Services, and other work to set up, configure, develop, integrate, and transfer knowledge to County on how to configure the new System to support and operate within the County to the full benefit of CSSD. Contractor shall provide the County with a software license for the use of the System and any additional components that meet the requirements described in the Specifications.
- Contractor shall perform, complete, and deliver all tasks, deliverables, goods, Services, and other work as set forth below or in any referenced document, in full compliance with this SOW in the United States. Also defined in this SOW are those tasks that involve participation of Contractor and County. Except to the extent expressly specified as an obligation of County, Contractor shall perform all tasks and provide all deliverables set forth herein.
- The System will be implemented in Phase 1 and Phase 2 as specified in this SOW.

### **5.1 Tasks/Deliverables**

Throughout the Contract term, under the direction of the County Project Manager, the Contractor shall apply requisite technical and management skills and techniques to assure satisfactory, timely completion of project tasks and deliverables, and establish a project control and reporting system which shall provide routine and realistic assessments of progress against requirements of this SOW.

Contractor shall provide access to GovLink to all employees requested by CSSD and for all other deliverables Contractor will provide one (1) electronic copy (in Microsoft Office 2013 or higher: PowerPoint, Word, Excel, Visio, and Project) of all final versions of deliverables, as applicable. The County's right to approve all deliverables and other work, as set forth in this Contract, shall not be limited in any way by the County's approval of any prior deliverable. Contractor shall provide a Task/Deliverable Acceptance Form with submission of each deliverable under this Statement of Work. Refer to Task/Deliverable Acceptance Form, Attachment 2 of this Exhibit A.

Once the Project Plan and Schedule is approved by County Project Manager, unless otherwise authorized in writing by County Project Manager, deliverables

must be approved by County Project Manager according to the timeframe set forth in the Project Plan and Schedule. In general, County requires ten (10) Business Days to review each deliverable, with a corresponding ten (10) Business Days resolution period for Contractor to correct any Deficiencies regarding the deliverable. However, Contractor acknowledges and agrees that some deliverables may require a more extensive review and resolution. Contractor shall identify such deliverables in the Project Plan and Schedule and schedule deliverable extended review/resolution periods. County reserves the right to increase the review period prior to its final approval of the proposed Project Plan and Schedule.

Each deliverable described in Paragraph 5 (Specific Work Requirements) shall be deemed accepted upon County Project Manager's formal approval of the Task/Deliverable Acceptance Form submitted upon completion of each Deliverable, unless stated otherwise. Refer to Task/Deliverable Acceptance Form, Attachment 2 of this Exhibit A.

Contractor shall perform, complete, and deliver all tasks, deliverables, goods, Services, and other work as set forth below.

- Task 1 – Project Management (ongoing)
- Task 2 – System Design, Development, and Configuration
- Task 3 – Security
- Task 4 – Systems Integration
- Task 5 – Testing
- Task 6 – System Implementation
- Task 7 – Knowledge Transfer and Training
- Task 8 – Production Support and Transition

## **5.2 Task 1: Project Management**

The Project Management task includes the Services and deliverables to be provided by Contractor during the life of the project through System Acceptance for Phase 2. Contractor shall follow project management methodologies consistent with the County's standards and guidelines.

Contractor shall provide ongoing project management including weekly project plan updates, weekly status reports, and weekly status meetings. Contractor shall prepare a baseline risk management plan and update the plan regularly (bi-weekly) over the course of the project.

Contractor shall provide project management tools, processes, and techniques to guide the project, measure and monitor progress, identify, and mitigate risks, facilitate completion of tasks, ensure quality, and accommodate and manage changes in scope.

Contractor shall provide the following project management activities:

- Development and management of a project plan
- Project document management
- Resource management (County and Contractor staffing)
- Schedule management
- Communications management (Status Reporting/Stakeholder Agency/Department communications)
- Quality assurance
- Risk and issue management and escalation
- Scope and requirements management, including requirements traceability.
- Cost management
- Change request management.
- Performance management (Project and System)

Contractor shall provide the following Task 1 Project Management tasks and deliverables:

**Task 1. Project Management Tasks and Deliverables**

Task #	Task Name	Description	Deliverables
1.1	<b>Project Kickoff</b>	For Phase 1 and updated for Phase 2, Contractor shall, at a minimum, develop a Project Kickoff Presentation to deliver and present to County in a formal kickoff meeting to initiate the project, and shall prepare and submit Project Kickoff Meeting Minutes.	For Phase 1 and updated for Phase 2, <b>Project Kickoff Presentation</b> shall include information to provide the stakeholder agencies / departments an understanding of the process, roles, and responsibilities: <ul style="list-style-type: none"><li>• Understanding of the roles of various project stakeholders including the sponsor, Contract and County project management team, Contractor project team, business staff, information technology</li></ul>

			<p>staff, and any other key project team members</p> <ul style="list-style-type: none"> <li>• Identification of key stakeholders to be contacted to review and validate information relative to all steps of the project.</li> <li>• Understanding the process to provide input to the strategic and tactical reports on a regular basis.</li> <li>• Understanding of project performance measurements and critical success factors</li> </ul> <p>For Phase 1 and Phase 2, any decisions or agreements from the kickoff meeting will be documented by Contractor in <b>Project Kickoff Meeting Minutes</b> and submitted to the County for review and acceptance.</p>
1.2	<b>Project Management Planning</b>	For Phase I and updated for Phase 2, Contractor shall plan the activities to be carried out in the project, the assignment of resources to those activities, and their timing. Working with the County Project Manager, Contractor shall set up roles, responsibilities, record-keeping systems, lines of communication, and	<p>For Phase I and updated for Phase 2, <b>Project Plan and Schedule</b> shall minimally include the following components:</p> <ul style="list-style-type: none"> <li>• Project Objectives</li> <li>• Project Scope Definition</li> <li>• Project Schedule / Work Breakdown Structure</li> <li>• Project Resources <ul style="list-style-type: none"> <li>○ Contractor's project team (e.g., organization, names, role definition and</li> </ul> </li> </ul>

		<p>procedures for managing the project, assuring quality, managing technical configuration, and controlling project changes.</p>	<p>organization reporting lines)</p> <ul style="list-style-type: none"> <li>○ Project roles and responsibilities</li> <li>• Resource Management Plan (Staffing Plan)</li> <li>• Quality Management Plan</li> <li>• Risk Management Plan and Risk Register describing the approach to ensure that risks/issues are reported, tracked, and resolved</li> <li>• Release Management Plan</li> <li>• Communication Plan</li> <li>• Risk Assessment Baseline</li> <li>• Business Continuity/Disaster Recovery Plan addressing (a) areas of the System most susceptible to failure or disaster that may result in downtime, (b) recovery processes and steps taken in the event of a downtime event; and (c) recommendations for the County on how to mitigate the risk of a downtime event comprehensively and effectively.</li> <li>• Quality Control Plan addressing (a) the County's management</li> </ul>
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			<p>of the requirements, including identification of inconsistencies between the requirements, and the project's plans and work products; (b) a method to record all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between the identification and completed correction action, shall be provided to the County upon request; (c) the County's System Requirements, Attachment 3 of this Exhibit A, that will be used for requirements management, and will map where in the new System a given requirement is realized or implemented; (d) the County's configuration management activities that include baseline control. Approved changes to baseline software and/or documentation shall be made properly and consistently in all products, and no unauthorized changes are to be made; and (e) the quality of work products developed and delivered by Contractor's</p>
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			Subcontractors, if applicable.
1.3	<b>Project Status Reporting</b>	<p>Through System Acceptance for Phase 2, Contractor shall establish a project control and reporting system to provide routine and realistic assessments of the project progress through the completion of the project against approved milestones and Project Plan and Schedule.</p> <p>Contractor shall advise the County of progress in meeting goals and schedules contained in the work plans. This shall be initiated one (1) week after Contract effective date and applied weekly thereafter and shall consist of weekly progress meetings attended by Contractor and the County. These may include walkthroughs of selected deliverables as requested by the County.</p>	<p>Through System Acceptance for Phase 2, weekly written <b>Status Report</b>, provided by Contractor to the County one (1) business day before each weekly meeting, and containing items to be discussed at the meeting, including:</p> <ul style="list-style-type: none"> <li>• Tasks completed for the period.</li> <li>• Tasks planned but not completed for the period.</li> <li>• Tasks planned for the next period.</li> <li>• Upcoming County resource needs (90-day forecast)</li> <li>• Issues</li> <li>• Risks</li> <li>• Decision Requests</li> </ul> <p>Through System Acceptance for Phase 2, Contractor shall attend weekly <b>Progress Meetings</b> and shall prepare and submit <b>Meeting Minutes</b> of each such meeting.</p>
1.4	<b>Project Close-out</b>	Contractor shall provide Contract close-out plan and manage project close-out activities in	<b>Contract Close-out Plan</b> describing Contractor's approach to completing the required activities necessary to close the Contract, minimally

		accordance with the plan.	including performing formal Contract closure.
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### 5.3 Task 2: System Design, Development, and Configuration

Contractor shall use a proven implementation methodology based on industry standards and best practices for each Phase.

Contractor shall conduct workshops with the County for Phase 1 and as needed for Phase 2 during project initiation and planning to determine production deployment approach for rolling out the System for each Phase.

Contractor shall work with the County to determine recommendations for managing organizational change required for the System for each Phase to meet the project objectives. Such recommendations shall be developed considering business impact on CSSD.

Contractor shall manage requirements for each Phase as defined within the Requirements Traceability Plan. During the workshops, Contractor shall review the System Requirements, Attachment 3 of this Exhibit A, and work with County to confirm, update, and finalize the list of requirements to be provided by the System for each Phase; inputs to this review shall include System Requirements, Attachment 3 of this Exhibit A, and capabilities of the base product. Contractor shall ensure that all confirmed functional and technical requirements are provided by the System and document how such requirements are realized in an updated and augmented version of System Requirements, Attachment 3 of this Exhibit A. Contractor shall update the matrix as the project proceeds. The System Requirements, Attachment 3 of this Exhibit A, as augmented during this process will automatically be a part of the Specifications.

In addition, Contractor shall configure the System for each Phase and provide any specified customizations to meet the requirements included in the Specifications for such Phase and the specifications contained in the System Design and Development Plan. Contractor shall apply all configuration and customization updates and system changes for each Phase per the approved Configuration Management Plan.

Contractor shall document all System configuration values and System changes for each Phase. Contractor shall update such documentation for all changes.



Contractor shall provide the following System Design, Development, and Configuration tasks and deliverables:

**Task 2. System Design, Development, and Configuration Tasks and Deliverables**

Task #	Task Name	Description	Deliverables
2.1	<b>System Implementation Planning</b>	For Phase 1 and updated for Phase 2, Contractor shall describe its preliminary System Implementation Plan (e.g., implementation and/or development methodology and plan) for System analysis, design, build, and deployment. Clearly identify the timing of each stage and key milestones, including the rationale for Contractor's proposed timeline and any assumptions. The plan shall align the stages, milestones, and deliverables in the Project Plan and Schedule with this SOW.	For Phase 1 and updated for Phase 2, the <b>System Implementation Plan</b> shall include (at a minimum): <ul style="list-style-type: none"> <li>A. Description of the implementation methodology and plan for delivering the System, including: <ul style="list-style-type: none"> <li>i. Installations and/or setup</li> <li>ii. System analysis and design</li> <li>iii. System configuration</li> <li>iv. System build (e.g., data import/migration, System Interfaces)</li> <li>v. Testing (e.g., unit testing, system, User Acceptance Testing (UAT))</li> <li>vi. Training</li> <li>vii. Production deployment</li> <li>viii. Production Go-Live support.</li> <li>ix. Post-production Go-Live support</li> </ul> </li> </ul>

			<p>B. Identification of stages and key milestones, including any assumptions. Aligns the stages, milestones, and deliverables in the Project Plan and Schedule with the SOW</p> <p>C. Description of dependencies on the project activities and any external constraints or dependencies</p> <p>D. Organizational change management recommendations</p>
2.2	<b>System Design</b>	For Phase 1 and updated for Phase 2, Contractor shall provide a System Design and Development Plan	<p>For Phase 1 and updated for Phase 2, the <b>System Design and Development Plan</b> deliverable shall include (at a minimum):</p> <p>A. Use cases, business process flows or a similar mechanism describing how the System will be used in the context of each County business process.</p> <p>B. System security and privacy controls</p> <p>C. Key business processes and/or policy changes required to conform with System capabilities.</p> <p>D. Summary level descriptions of System changes needed to</p>

			meet County requirements
<b>2.3</b>	<b>System Requirements</b>	For Phase 1 and updated for Phase 2, Contractor shall validate, update, and manage the functional and technical requirements to ensure traceability throughout the life of the project.	<p>For Phase 1 and updated for Phase 2, the <b>Requirements Traceability Plan</b> shall (at a minimum), address the following areas:</p> <ul style="list-style-type: none"> <li>• Establish a baseline for existing requirements.</li> <li>• Manage versions of requirements</li> <li>• Establish and maintain the County's System Requirements, Attachment 3 of this Exhibit A that will be used for requirements management, and map where in the System a requirement is implemented.</li> <li>• Document all changes to the System Requirements, Attachment 3 of this Exhibit A, resulting from workshops conducted with the County.</li> <li>• Requirements change control process.</li> <li>• Methodology for managing requirements in an iterative development lifecycle.</li> </ul> <p>For each requirement, the updated <b>System Requirements, Attachment 3 of Exhibit A</b>, shall include:</p>

			<ul style="list-style-type: none"> <li>• Reference to System Requirements, Attachment 3 of this Exhibit A</li> <li>• The specific System component (e.g., screen, report, workflow, data field) where the requirement is met.</li> <li>• The test scenario where the requirement is tested.</li> <li>• The training module where instruction is provided for the requirement (if applicable)</li> </ul>
2.4	<b>Configuration Management</b>	For Phase 1 and updated for Phase 2, Contractor shall set up and configure the System to meet the Specifications and document the System configuration.	<p>For Phase 1 and updated for Phase 2, the <b>Application Configuration Report</b> shall document all configurations and include history of configuration changes, including references to System provided change logs, if available. In addition, the deliverable shall include detailed specification for all system changes and customizations.</p> <p>The <b>Configuration Management Plan</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Contractor provided platform-specific hardware, if applicable, and software System components, including any third-party software</li> </ul>

			<p>and hardware System components</p> <ul style="list-style-type: none"> <li>• Descriptions including architecture or configuration updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems, other changes to existing code, and any software and hardware configuration changes.</li> </ul>
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#### 5.4 Task 3: Security

Contractor shall provide the following Security tasks and deliverables:

##### Task 3. Security Tasks and Deliverables

Task #	Task Name	Description	Deliverables
3.1	<b>System Security Management</b>	For Phase 1 and updated for Phase 2, Contractor shall provide a System Security Plan that describes the security approach for the System in accordance with the Contract, including but not limited to Exhibit J (Information Security and Privacy Requirements), and CSSD, LA County, Los Angeles Superior Court and DCSS specific policies. In addition, because of the	<p>For Phase 1 and updated for Phase 2, the <b>System Security Plan</b> shall address (at a minimum) the following:</p> <ul style="list-style-type: none"> <li>• General information about System environment, interconnections / information sharing, applicable laws or regulations, information sensitivity, responsible parties, general System description.</li> <li>• Security controls pertaining to risk assessment and management, user rules or behavior, implementation phase,</li> </ul>

		expected interactivity with other entities, a comprehensive plan shall explain how the System will respect and coordinate, when necessary, with the security constraints of other entities.	<p>operation, and maintenance phase.</p> <ul style="list-style-type: none"> <li>Operational controls pertaining to personnel security, physical and environmental protection, input-output controls, contingency plans, maintenance, integrity, documentation, training, incident response.</li> <li>Technical controls pertaining to user identification and authentication, logical access controls, audit trails.</li> </ul>
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## 5.5 Task 4: Systems Integration

Upon request, Contractor shall provide an overview of integration capabilities available with the System.

Contractor shall work with the County to identify an inventory of future integrations, that will be covered using Optional Work. For each future integration, Contractor shall provide APIs or other methods for the System to create the needed System Interface to provide data to or receive content from the integrated application. As appropriate, Contractor shall provide work necessary so that the System is able to provide the required integration functionality, including working directly with the interfacing application to design, develop, and test System Interfaces. Contractor shall support County in testing of all System Interfaces.

Contractor shall provide the following Systems Integration tasks and deliverables:

### Task 4. Systems Integration Tasks and Deliverables

Task #	Task Name	Description	Deliverables
4.1	<b>Systems Integration Management</b>	For Phase 1 and updated for Phase 2, upon request, Contractor shall	For Phase 1 and updated for Phase 2, the <b>Systems Integration Plan</b> shall

		<p>provide a Systems Integration Plan that describes the integration approach for the System. In addition, because of the future expected interactivity with other entities, a preliminary plan shall explain how the System will respect and coordinate, when necessary, the constraints with other entities.</p>	<p>address (at a minimum), the following areas:</p> <ul style="list-style-type: none"> <li>• General information about the system environment, interconnections / information sharing, information sensitivity, responsible parties, general system description.</li> <li>• Business processes and workflows between systems.</li> <li>• Capabilities of validation, transformation and routing of information and data.</li> <li>• Adherence and integrity of security requirements across systems.</li> <li>• System Interface and protocol management (APIs, Webservices, etc.), enterprise adaptors, semantic mapping, file transfers, data federation and replication, message and event generation and brokering.</li> </ul>
<b>4.2</b>	<b>System Integration Development</b>	<p>For Phase 1, Contractor will develop System Interfaces with Court systems and perform other work for System Integration as needed to complete</p>	<p>For Phase 1, Contractor will develop and implement <b>System Interfaces and other System Integration work</b> as specified in Task 4.2.</p> <p>For Phase 2, upon request during the term of the</p>

		<p>and deliver eFiling functionality and features in the System (see Attachment 3 to the SOW).</p> <p>For Phase 2, Contractor will work with CSSD to configure GovLink to automate work (including but not limited to document images and case notes into CSE) and providing CSSD with requested reports, to the extent not prohibited by the Department of Child Support Services (DCSS).</p>	<p>Contract, Contractor will provide <b>agreed upon automation and reports.</b></p>
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## 5.6 Task 5: Testing

Contractor shall prepare test plans and conduct testing needed to ensure that all System components for each Phase are complete, integrated, error free, and meet Specifications.

Contractor shall develop test plans and perform tests to ensure that the production System for each Phase meets all response-time requirements when deployed to all users and used during peak workloads. Contractor shall tune, and otherwise, update the production System to resolve noted issues. Contractor shall repeat stress-test cycles until all issues are resolved.

The County shall conduct User Acceptance Testing (UAT) for each Phase as specified in the Test Plan. Contractor shall support UAT for each Phase.

Testing and development shall have their own environment(s), separate from staging and production environment(s). Testing or development shall not be performed in the production environment. Contractor shall prepare environments, including configuration and loading of test data, required to support all testing as specified in the Test Plan.



Contractor shall record all tests conducted, defects discovered, defects resolved, and retests. Contractor shall provide regular status reporting of all testing.

In addition, Contractor shall use a single Problem Resolution Tracking tool that Contractor and County shall use collaboratively for the tracking of System defects. The Problem Resolution Tracking tool shall, at a minimum, include:

- All defects in the System identified during any testing phase or in production shall be recorded, prioritized, tracked, and resolved in a timely manner. Each shall be assigned a “Defect Level” based on the following definitions:
  - Critical – Results in a complete system outage and/or is detrimental to most of the development and/or testing efforts. There is no workaround.
  - Serious – System functionality is degraded with severe adverse impact to the user and there is not an effective workaround.
  - Moderate – System functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
  - Minor – No immediate adverse impact to the user.
- Contractor shall allow the County full access to the Problem Resolution Tracking tool.
- The processes and management of the Problem Resolution Tracking tool shall be addressed as part of the Quality Control Plan.

Contractor shall comply with the “Defect Level” approach as described above, including the requirements that the County shall designate the level of severity to all defects.

Contractor shall provide the following Testing tasks and deliverables:

#### **Task 5. Testing Tasks and Deliverables**

<b>Task #</b>	<b>Task Name</b>	<b>Description</b>	<b>Deliverables</b>
<b>5.1</b>	<b>Test Planning</b>	For Phase 1 and updated for Phase 2, Contractor shall prepare test plans and conduct testing needed to ensure that all System components are complete, integrated, error	For Phase 1 and updated for Phase 2, Contractor shall provide a comprehensive <b>Test Plan</b> . The Test Plan shall include the procedures for documenting the completion of each test phase, test scripts, test conditions, test cases, and test reports. Detailed Test Plans shall be created for the following:

		free, and meet Specifications.	<ul style="list-style-type: none"> <li>• Unit/module testing approach</li> <li>• Systems integration testing approach</li> <li>• County UAT approach with support from Contractor</li> <li>• Performance and stress testing approach</li> <li>• Security testing approach</li> <li>• Test data creation approach, including data refresh processes</li> <li>• Defect remediation release strategy</li> <li>• Defect reporting and tracking</li> </ul>
<b>5.2</b>	<b>Test Scenarios and Test Cases</b>	For Phase 1 and updated for Phase 2, Contractor shall describe the scenarios required to fully test all requirements of the System.	<p>For Phase 1 and updated for Phase 2, for each test scenario, the <b>Test Scenarios and Test Cases</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Traceability to requirements and business processes</li> <li>• Dependencies and data preconditions</li> <li>• Test instructions</li> <li>• Expected results</li> </ul>
<b>5.3</b>	<b>Unit/Module Testing</b>	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of unit/module testing.	<p>For Phase 1 and updated for Phase 2, for each test scenario during the unit/module testing, the <b>Unit/Module Testing Results</b> shall include (at a minimum):</p>

			<ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• Person executing the scenario</li> <li>• Test results (pass/fail)</li> <li>• Defects discovered</li> <li>• Retest dates and results</li> </ul>
<b>5.4</b>	<b>Systems Integration Testing</b>	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the systems integration testing.	<p>For Phase 1 and updated for Phase 2, for each test scenario during the Systems Integration Testing, the <b>Systems Integration Testing Results</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• Person executing the scenario</li> <li>• Test results (pass/fail)</li> <li>• Defects discovered</li> <li>• Retest dates and results</li> </ul>
<b>5.5</b>	<b>UAT</b>	For Phase 1 and updated for Phase 2, Contractor shall support the County in UAT testing and record all associated results and remediation steps.	<p>For Phase 1 and updated for Phase 2, for each test scenario during UAT, the <b>UAT Results and Remediation Processes</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• County person performing executed test scenario</li> <li>• County determined test result status (pass/fail)</li> </ul>

			<ul style="list-style-type: none"> <li>• Defects discovered and proposed resolution from Contractor</li> <li>• County retest dates and results</li> </ul>
<b>5.6</b>	<b>Performance and Stress Testing</b>	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the performance and stress testing.	<p>For Phase 1 and updated for Phase 2, for each test scenario during the Performance and Stress Testing, the <b>Performance and Stress Testing Results</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• Person executing the scenario</li> <li>• Test results (pass/fail)</li> <li>• Defects discovered</li> <li>• Retest dates and results</li> </ul>
<b>5.7</b>	<b>Security Testing</b>	For Phase 1 and updated for Phase 2, Contractor shall conduct and record the results and remediation steps of the security testing.	<p>For Phase 1 and updated for Phase 2, for each test scenario during the Security Testing, the <b>Security Testing Results</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date scenario was executed</li> <li>• Person executing the scenario</li> <li>• Test results (pass/fail)</li> <li>• Defects discovered</li> <li>• Retest dates and results</li> </ul>

## 5.7 Task 6: System Implementation

Contractor shall use a proven implementation methodology based on industry standards and best practices.

Contractor shall assist the County with release preparation in the pre-production environment.

Contractor shall provide the following System Implementation tasks and deliverables:

### Task 6. System Implementation Tasks and Deliverables

Task #	Task Name	Description	Deliverables
6.1	Implementation Planning	For Phase 1 and updated for Phase 2, in preparation for the pre-production release, the Contractor shall establish a pre-production plan.	For Phase 1 and updated for Phase 2, the <b>System Implementation Plan</b> shall be updated to clearly identify the timing of each stage and key milestones, including the rationale for Contractor's timeline and any assumptions. The Plan shall align the stages, milestones, and deliverables in the Project Plan and Schedule with the SOW.
6.2	Pre-Production Release	For each Phase, when functionality is ready to be delivered to the County for UAT, it shall be delivered in the form of a pre-production release. Since the County will perform UAT and approve all releases into production, a pre-production release is equivalent to a production release and requires the rigor	For each Phase, each <b>Pre-Production Release</b> shall include the following: <ul style="list-style-type: none"><li>• Release-specific hardware and software System components.</li><li>• Release description including architecture or design updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems,</li></ul>

		associated with a production release.	<p>other changes to existing code, and any software and hardware configuration changes.</p> <ul style="list-style-type: none"> <li>• Release contents including a description of release structure and contents and instructions for assembling and/or configuring the components of the release.</li> <li>• Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environment without outside assistance.</li> <li>• Database documentation conforming to industry standards.</li> <li>• Detailed configuration for any third-party hardware and software.</li> </ul> <p>For Phase 1 and updated for Phase 2, Contractor shall provide updated</p>
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			documentation when System upgrades to software or any Contractor supplied equipment occurs though the life of the Contract.
6.3	<b>Production Release Planning</b>	For Phase 1 and updated for Phase 2, upon successful completion of pre-production testing, Contractor shall, in coordination with the County, create a Production Release Plan that shall consist of an updated Pre-Production Release notification to assist the County in successfully releasing the System in the production environment.	<p>For Phase 1 and updated for Phase 2, the <b>Production Release Plan</b> shall include (at a minimum) the following components:</p> <ul style="list-style-type: none"> <li>• Updated configuration information required from that stated in the Configuration Management Plan satisfying the County's production configuration management requirements.</li> <li>• Updated System architecture from that stated in the Configuration Management Plan.</li> <li>• Updated detailed design from that included in the System Design and Development Plan, including detailed System, technical, and user documentation.</li> <li>• Deployment schedule.</li> </ul> <p>In addition, the plan shall include detailed step-by-step activities (both</p>

			Contractor and County activities) and the timeline for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered.
<b>6.4</b>	<b>Production Release</b>	For Phase 1 and updated for Phase 2, upon successful completion of UAT, the County will schedule a release to be moved to the production environment (Go-Live).	<p>For Phase 1 and updated for Phase 2, each <b>Production Release</b> shall include the following:</p> <ul style="list-style-type: none"> <li>• Release-specific hardware and software System components.</li> <li>• Release description including architecture or design updates, new functionality introduced, defects fixed, modifications to System Interfaces with other systems, other changes to existing code, and any software and hardware configuration changes.</li> <li>• Release contents including a description of the release structure and contents and instructions for assembling and/or configuring the</li> </ul>



			<p>components of the release.</p> <ul style="list-style-type: none"> <li>• Detailed hardware and software configuration information including any software and hardware dependencies and instructions at a level of detail that will enable System administration staff to rebuild and configure the hardware environments without outside assistance.</li> <li>• Database documentation conforming to industry standards.</li> <li>• Detailed configuration information for any third-party hardware and software.</li> </ul> <p>Contractor shall provide updated documentation when System upgrades to software or any Contractor supplied equipment occurs through the life of the Contract.</p>
<b>6.5</b>	<b>Production Cutover Planning</b>	For Phase 1 and updated for Phase 2, Contractor shall provide multiple cutover cycles, if specified in the System	For Phase 1 and updated for Phase 2, the <b>Production Cutover Plan</b> shall include detailed step-by-step activities (both Contractor and County activities) and the timeline

		Implementation Plan, including at minimum one (1) tabletop rehearsal to confirm the process and to establish the cutover timeline.	for the cutover process. The plan shall define the milestones where readiness to proceed is assessed, go/no-go criteria, and fallback positions to be taken if no-go conditions are encountered. The plan needs to include a strategy for back filed items that make day-to-day operations with the stakeholder agencies/departments a success.
6.6	<b>Production Cutover</b>	For Phase 1 and updated for Phase 2, Contractor shall complete multiple cutover cycles, as specified in the Production Cutover Plan.	For Phase 1 and updated for Phase 2, the <b>Production Cutover Report</b> shall provide the results of the cutover cycles, including steps taken, milestones, fallback positions taken, decisions made, and the associated timeline.

## 5.8 Task 7: Knowledge Transfer and Training

Contractor shall provide:

- Initial live in person or virtual training sessions and curriculum for all requested CSSD staff prior to GovLink's go-live date for Phase 1. Contractor will also provide refresher training as needed for Phase 2 and as staff changes and as GovLink evolves. Upon request of CSSD, Contractor shall provide train the trainer model training and materials.
- Contractor shall coordinate with the County to adhere to County training standards, guidelines, and best practices. Contractor shall provide a training course outline for review and acceptance at least ten (10) calendar days prior to the initial scheduled training and thirty (30) calendar days prior to any additional scheduled training. The training course outline shall minimally include course presentation material and training exercises.

- On demand training videos. Online and telephonic assistance to answer user questions regarding the use of GovLink.

Contractor shall populate on-line help content consistent with documentation provided under this Task. Contractor shall provide the capability for the County to update the on-line help content. Also, Contractor shall work with the County to incorporate content describing the corresponding business process for each help menu item.

Contractor shall provide documentation specific to County's implementation of the System.

Contractor shall provide the following Knowledge Transfer and Training tasks and deliverables:

#### **Task 7. Knowledge Transfer and Training Tasks and Deliverables**

<b>Task #</b>	<b>Task Name</b>	<b>Description</b>	<b>Deliverables</b>
<b>7.1</b>	<b>Knowledge Transfer and Training Planning</b>	<p>For Phase 1 and as needed for Phase 2, Contractor shall provide training for the following roles. Training shall be specific to each listed role:</p> <ul style="list-style-type: none"> <li>• General User - Clerical staff, Child Support Specialists, Attorneys, Supervisors</li> <li>• Managers (including reporting functionality)</li> <li>• Technical Administrators</li> </ul>	<p>For Phase 1 and updated as needed for Phase 2, Contractor shall develop (in cooperation with the County) a <b>Knowledge Transfer and Training Plan</b> to describe the approach for bringing managers, end users, and technical personnel to a familiar level of understanding with how the new System works. The Plan shall address the following topics:</p> <ul style="list-style-type: none"> <li>• Resources necessary to complete the training effort along with the tools and documentation that will be necessary to support proposed effort.</li> </ul>

			<ul style="list-style-type: none"> <li>• Specific courses and course materials.</li> <li>• Lists of materials, user profiles, access procedures, work samples, and other items needed for each training session, including items that County is to furnish.</li> <li>• Training calendar indicating the specific attendees for all user training sessions. The calendar shall also include any planned phases or iterations in the delivery of training.</li> </ul> <p>Contractor shall provide a report about the progress of training activities.</p>
<b>7.2</b>	<b>Provide Training Curriculum</b>	For Phase 1 and as needed for Phase 2, Contractor shall provide training curriculum of sufficient depth and clarity to provide breakdown of course material.	<p>For Phase 1 and updated as needed for Phase 2, for each course identified in the Training Plan, the <b>Training Curriculum</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Course presentation materials (trainer version)</li> <li>• Course presentation materials</li> <li>• Student training exercises</li> </ul>

			<ul style="list-style-type: none"> <li>• Training data specification for training exercises (if applicable), including training data initialization procedures</li> </ul> <p>Upon request of CSSD, Contractor shall provide train the trainer model training and materials.</p>
7.3	<b>Provide User Manual Documentation</b>	For Phase 1 and updated as needed for Phase 2, Contractor shall provide user manuals of sufficient depth and clarity to enable users to utilize all relevant System features during their work duties, both during the implementation and after the production cutover.	<p>For Phase 1 and updated as needed for Phase 2, the <b>User Manual</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• System administration and operations manual</li> <li>• On-line help administration manual</li> <li>• Ad hoc report writing manual</li> <li>• Run book that contains network configurations, reboot procedures, monthly/daily maintenance along with trouble shooting guidelines</li> </ul>
7.4	<b>Provide Technical Documentation</b>	For Phase 1 and updated as needed for Phase 2, Contractor shall provide technical documentation of sufficient depth and clarity to enable County technical team to understand the underlying structure and	<p>For Phase 1 and updated as needed for Phase 2, the <b>Technical Documentation</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• System architecture overview</li> <li>• Data dictionaries</li> </ul>

		function of System components, to troubleshoot the application software and System Interfaces (including platform, network, and security interfaces), to support users (help desk), to perform all system administration and operation duties, and to plan for potential future integration with other applications.	<ul style="list-style-type: none"> <li>• Entity relationship diagrams</li> <li>• System Interface configurations (if applicable)</li> </ul>
<b>7.5</b>	<b>Conduct Knowledge Transfer</b>	For Phase 1 and updated as needed for Phase 2, Contractor shall conduct knowledge transfer with County technical team.	For Phase 1 and updated as needed for Phase 2, the <b>Knowledge Transfer Results</b> shall summarize the knowledge transfer efforts, its outcomes, and confirm its completion.
<b>7.6</b>	<b>Conduct Training</b>	For Phase 1 and updated as needed for Phase 2, Contractor shall train all requested staff prior to the system Go-Live for each Phase.	For Phase 1 and updated as needed for Phase 2, the <b>Training Execution Results</b> shall summarize the training efforts, its outcomes, and confirm its completion.

## 5.9 Task 8: Production Support and Transition

Contractor shall provide Support Services for the System from Production Cutover for the Phase 1 System (Task 6.6) through the term of the Contract. Contractor shall provide Support Services in accordance with Exhibit K.

Contractor shall support the County to apply Support Services activities to any components restricted for access to County staff.

Contractor shall provide the following Production Support and Transition tasks and deliverables:

## Task 8. Production Support and Transition Tasks and Deliverables

Task #	Task Name	Description	Deliverables
8.1	<b>Software Transition Planning</b>	Contractor shall provide a comprehensive Production Support and Transition Plan.	<p>For Phase 1 and updated as needed for Phase 2, the <b>Software Transition Plan</b> shall describe how the Contractor intends to support the System.</p> <p>Contractor shall provide the County with a list of personnel, contact information, and identify who will be performing System production support based on their area of expertise.</p>
8.2	<b>Maintenance Activity Reporting</b>	Upon completion of any maintenance call, Contractor shall furnish a maintenance activity report to the County within 24 hours.	<p>For Phase 1 and updated as needed for Phase 2, the <b>Maintenance Activity Report</b> shall include (at a minimum):</p> <ul style="list-style-type: none"> <li>• Date and time notified</li> <li>• If software, the module, or component name of the affected software code</li> <li>• Time spent for repair</li> <li>• List of parts replaced and/or actions taken</li> <li>• Description of malfunction or defect</li> </ul>
8.3	<b>System Acceptance</b>	There shall be one (1) System Acceptance event for the System for Phase 1 and one (2) System Acceptance event for the System for Phase 2. This acceptance will mark the end of	For Phase 1 and for Phase 2, once all System Acceptance conditions have been met, Contractor shall provide the County for approval, a <b>System Acceptance document</b> that shall include a final System Requirements, Attachment 3 to this Exhibit A, identifying all

		<p>successful production and support and the beginning of Support Services for each Phase.</p> <p>Conditions for System Acceptance for each Phase shall include:</p> <ul style="list-style-type: none"> <li>• The resolution of all documented Contractor-responsible defects as stipulated through the approved defect and issue tracking process.</li> <li>• The System successfully performs in the production environment for a period of thirty (30) consecutive Business Days following the date on which Go-Live of the System for such Phase has occurred without any Critical or Serious Defects.</li> <li>• Knowledge transfer and training for end users has been</li> </ul>	<p>requirements allocated to current, in-production system. Sign-off of this document by the County will constitute the System Acceptance and trigger the beginning of Support Services.</p>
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		<p>provided as required for such Phase.</p> <p>The successful completion of all other work breakdown structure elements, tasks, and deliverables as specified in the Contractor Project Plan and Schedule for each Phase as approved by the County.</p>	
8.4	<b>Support Services</b>	<p>Upon Go-Live for a Phase, the System for such Phase will enter Support Services.</p>	<p>For Phase 1 and updated as needed for Phase 2, the <b>Support Services Plan</b> shall address Contractor's provision of Support Services in accordance with Exhibit K (Support Services) and shall address the following areas:</p> <ul style="list-style-type: none"> <li>• Support model</li> <li>• Triage procedures</li> <li>• Tools</li> <li>• Identification of roles and responsibilities of support personnel</li> <li>• Release management</li> <li>• Upgrades and other Revisions</li> <li>• Maintenance</li> <li>• Ongoing operations</li> <li>• Deliverables</li> <li>• System security</li> <li>• Defect/issue management</li> </ul>

			County's payment for work performed under Tasks 1 through 8 of Exhibit A (Statement of Work and Attachments), as specified in Exhibit B (Pricing Schedule) in accordance with this Contract, will complete County's obligation to pay for Support Services through and including June 30, 2026. Thereafter, County's obligation to pay for Support Services will be as specified in Exhibit B (Pricing Schedule).
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## 6 OPTIONAL WORK

County may submit to Contractor written requests for Additional Professional Services or Additional Software using Pool Dollars (if added to the Contract pursuant to an Amendment in accordance with the Contract) for services or software components, functions, or features not included in Tasks 1-8 of this Statement of Work or in any then-issued Change Order. In response to County's request, Contractor shall submit to County for approval a Change Order Request Form, Attachment 4 of this Exhibit A, describing the Additional Professional Services and/or Additional Software and a not-to-exceed maximum fixed price to provide such Additional Professional Services, calculated based on the Fixed Hourly Rate set forth in the Pricing Schedule, Exhibit B of the Contract, and for the Additional Software. County and Contractor shall agree on the Change Order developed using the Change Order Request Form, Attachment 4 of this Exhibit A, which shall at a minimum include the tasks and deliverables to be performed, System testing, standard of services and warranty provisions, as applicable, and the maximum fixed price for such Additional Professional Services and/or Additional Software. Any enhancements and/or modifications to Specifications resulting from Additional Professional Services and/or Additional Software shall be incorporated into, and become part of, the Specifications and System Documentation. Any products of Additional Professional Services and/or Software, once completed, shall become part of the System, and shall not increase the fees for Support Services allocated for the term of the Contract unless specified in the applicable Change Order.

Upon County's request for Optional Work, Contractor shall provide to the County, within ten (10) Business Days of County's request for such Optional Work, a Change Order Request Form and a written quotation of a maximum fixed price calculated based on the Optional Work Fixed Hourly Rate, as applicable. Contractor's quotation shall be valid for at least ninety (90) days from submission. Contractor's rates for Optional Work shall be

subject to the applicable pricing terms set forth in the Pricing Schedule, Exhibit B of the Contract for the term of the Contract. Contractor's Fixed Hourly Rate for Professional Services, as the Effective Date, shall not increase during the term of the Contract.

## CONTRACT DISCREPANCY REPORT

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative
\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

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 Signature of Contractor Representative

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 Date

**COUNTY ACTIONS:**

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date

Contractor Representative's Signature and Date \_\_\_\_\_

## TASK/DELIVERABLE ACCEPTANCE FORM

TASK/DELIVERABLE ACCEPTANCE FORM (To Be Completed by Contractor)	
<b>CONTRACTOR NAME AND ADDRESS</b> <i>&lt;Insert Contractor Name and Address&gt;</i>	<b>TRANSMITTAL DATE</b> <i>&lt;Insert Date&gt;</i>
<b>COUNTY OF LOS ANGELES CHILD SUPPORT SERVICES DEPARTMENT GOVLINK SYSTEM AND SERVICES</b>	<b>CONTRACT NUMBER</b> <i>&lt;Insert Contract Number&gt;</i>
<b>FROM: Contractor Project Manager</b> <i>&lt;Insert Contractor Project Manager Name&gt;</i>	<b>TO: County Project Manager</b> <i>&lt;Insert County Project Manager Name&gt;</i>
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Form, it has satisfied all conditions precedent in the Contract, including satisfaction of the completion criteria applicable to such tasks and deliverable and County's approval of the work performed in connection with the achievement of such task. Contractor further represents and warrants that work performed in respect of such tasks and deliverables has been completed in accordance with Exhibit A (Statement of Work and Attachments). Attached hereto is a copy of all supporting documentation required pursuant to this Exhibit A (Statement of Work and Attachments), including any additional documentation reasonably requested by County. County's approval and signature constitutes an acceptance of the tasks and deliverables listed below.</p>	
<b>TASK DESCRIPTION</b> <small>(Including task numbers as set forth in Exhibit A (Statement of Work and Attachments))</small>  <i>&lt;Insert Task Description&gt;</i>	<b>DELIVERABLE(S)</b> <small>(Including deliverable numbers as set forth in the Exhibit A (Statement of Work and Attachments))</small>  <i>&lt;Insert Deliverables&gt;</i>
<b>COMMENTS:</b> <i>&lt;Insert Comments&gt;</i>	
<b>Signature:</b> <i>&lt;Insert Digital Signature&gt;</i>	<b>Title: Contractor Project Manager</b>
<b>Phone Number:</b> <i>&lt;Insert Phone Number&gt;</i>	<b>Email:</b> <i>&lt;Insert Phone Number&gt;</i>

COUNTY APPROVAL (To be completed by County)		
<b>County Project Manager:</b> <i>&lt;Insert County Project Manager Name&gt;</i>	<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Not Approved</b>
<b>Signature:</b> <i>&lt;Insert Digital Signature&gt;</i>	<b>Date:</b> <i>&lt;Insert Date Signed&gt;</i>	

**Attachment 3**  
**System Requirements**

NOTE: System Requirements may be supplemented or otherwise revised during the performance of work under Exhibit A (Statement of Work and Attachments). The version of Attachment 3 (System Requirements) under Exhibit A (Statement of Work and Attachments) as completed by Contractor and approved by County will automatically replace this Attachment 3 (System Requirements).

Features	Description	Phase
Systems Integrations	<p>Connect GovLink to an external system or systems for data exchange using .xls, API, or other County preferred methods:</p> <ul style="list-style-type: none"> <li>• Import data from external systems to GovLink.</li> <li>• Export data from GovLink to external systems.</li> </ul>	<p>Phase 1 – System Integration functionality and features as needed to provide eFiling functionality and features.</p> <p>Phase 2 – All other System Integration functionality and features</p>
eFiling	<p>eFile through Los Angeles County's Superior Court system:</p> <ul style="list-style-type: none"> <li>• eFile all legal actions allowed by the court according to CSSD's specifications including forms, formsets, individual filings, and/or bundles.</li> <li>• Follow court specifications to deliver electronic filing envelopes to the court for review.</li> <li>• Stay in sync with the court by automatically updating GovLink daily with the most up-to-date document types, case categories, and other required standards from the court's case management system.</li> <li>• File new and existing cases with the court via GovLink.</li> <li>• Through the e-Filing process, receive real-time court-accepted and stamped documents, and assign to designated staff or group.</li> <li>• Through the e-Filing process, receive real-time court-rejected documents with the court's reasons for rejection, and assign to designated staff or group.</li> <li>• Rework rejections within GovLink and resubmit the filing to the court without starting over.</li> </ul>	Phase 1

Features	Description	Phase
Dashboard	<p>GovLink's main stage, designed to promote focused work and quick action. View workload, progress, and performance in customizable dashboards</p> <ul style="list-style-type: none"> <li>Each user will have a personalized dashboard. The Dashboard segments information based on the status of each filing envelope. From the Dashboard, users can file into an existing case, edit rejected forms, prepare an envelope to establish a new case, access reports and notifications, and search for cases.</li> <li>Filter by user, work group, or office, date, formset.</li> <li>Start a new case or file into an existing case.</li> <li>Filter by status: submitted, accepted, and rejected.</li> <li>Access reports, notifications, user management, support, settings, or search.</li> </ul>	Phase 1
Document Creation and Management	<ul style="list-style-type: none"> <li>Manage documents created by the system of record, users, or with templates designed according to CSSD's specifications:</li> <li>Upload an unlimited documents downloaded from the system of record or any other sources.</li> <li>Upload documents from local or network storage.</li> <li>Download documents to local or network storage.</li> <li>Generate documents without barcodes based on templates and auto-populate with case and party data. Edit, annotate, and delete .DOC and .DOCX files.</li> <li>Annotate .PDF files.</li> <li>Split files into multiple documents.</li> <li>Combine pages into a single document.</li> <li>Redact text from any document.</li> <li>Rotate specified pages within .doc(x), and .pdf documents.</li> </ul>	<p>Phase 1 – All Document Creation and Management functionality and features except templates are limited to 10.</p> <p>Phase 2 – Up to 40 additional templates.</p>



Features	Description	Phase
	<ul style="list-style-type: none"> <li>• Delete documents or pages in documents as needed.</li> <li>• Insert templates.</li> <li>• Store supporting documents as part of the case.,</li> <li>• Users apply digital signatures to documents in a manner that complies with applicable laws and court rules.</li> <li>• Users apply digital stamps to documents.</li> <li>• Digital signature and digital stamp date and time are tracked in the audit log and history of the filing.</li> <li>• Store documents for time period specified by CSSD.</li> </ul>	
Workflow	<ul style="list-style-type: none"> <li>• Automatically route cases and documents to individuals for creation, editing, review, and application of digital signatures according to CSSD business process.</li> <li>• Assign document responsibility to another individual or a group (work queue management).</li> <li>• Separate information based on office location and CSSD-specified work groups.</li> <li>• Delegate electronic signature privileges based on the type of document and/or role of the user.</li> <li>• Capture notes for interpersonal communication.</li> <li>• Log actions (e.g., reviewed, signed, approved, filed, etc.) for formal documentation.</li> <li>• Delegate eFiling permissions.</li> <li>• Assign workflow status to individual filings.</li> <li>• Retain editability for uploaded .doc(x) files for delivery to the court for review.</li> <li>• Restrict a case from view except for specified users.</li> <li>• Restrict a case from the view of a particular individual.</li> </ul>	<p>Phase 1 - All Workflow functionality and features except in lieu of Phase 2 Workflow functionality and features as specified below, Contractor will implement disclaimers regarding conflict of interest on log-in screen, following log in via support pop up, and on filing. Additionally, if CSSD provides a list of restricted cases by CSE number, Contractor will create and deliver a periodic</p>

Features	Description	Phase
		<p>report on an agreed upon schedule that will show user access to restricted cases.</p> <p>Phase 2 –</p> <ul style="list-style-type: none"> <li>• Restrict a case from view except for specified users.</li> <li>• Restrict a case from the view of a particular individual.</li> </ul>
Notifications	<p>Configure email and in-app alerts to be notified of critical activities to enhance timeframe compliance and auditing:</p> <ul style="list-style-type: none"> <li>• User personalized/specific in-application notices.</li> <li>• Configure notifications for major case-level and in-office activity (e.g., submitted, accepted, or rejected).</li> <li>• Receive notifications via in-application alerts and/or email (case following/tracking).</li> </ul>	Phase 1
Reporting	<p>View workload, progress, and performance in customizable reports, and view, sort, and filter information about the trail of activities:</p> <ul style="list-style-type: none"> <li>• Each user will have a personalized dashboard. The Dashboard segments information based on the status of each filing envelope. From the Dashboard, users can file into an existing case, prepare an envelope to establish a new case, access reports and notifications, and search for cases.</li> <li>• Leverage preconfigured reports to assess workload balance, case type distribution, and</li> </ul>	Phase 1

Features	Description	Phase
	<p>other key metrics by date range and division or other available data.</p> <ul style="list-style-type: none"> <li>• Analyze performance at the county, office, and individual user levels.</li> <li>• Assess workload balance, case type distribution, and key metrics by date range and filing status.</li> <li>• Assess court acceptances and rejections with reasons.</li> <li>• Audit log report captures granular activities including signature dates and times, stamp dates and times, review and approvals, filing dates and times, etc.</li> </ul>	
User Identity and Permissions	<p>Determines who can view, edit, delete, or eFile. Administratively controlled process for creating internal user accounts where each account is assigned to a named individual:</p> <ul style="list-style-type: none"> <li>• Authorized administrators can assign granular permissions to each user or GovLink's support team can provide this support.</li> <li>• Delegate electronic signature permission on a per-user basis.</li> <li>• Delegate eFiling permission on a per-user basis.</li> <li>• User management via self-service portal and/or GovLink support team.</li> </ul>	Phase 1
Customer Experience	<p>As further described in Exhibit K (Support Services), support users to ensure that technical assistance and issue resolution are provided.</p> <ul style="list-style-type: none"> <li>• The Customer Concierge Team will provide user support from 7:00 AM to 5:30 PM Pacific Time, Monday through Friday, except on designated holidays via online live chat, telephone, or email, with overtime availability as specified in Exhibit K (Support Services).</li> <li>• Comprehensive, flexible training before going live, including train the trainer if requested by CSSD.</li> <li>• Additional live training sessions to accommodate new staff and retrain existing staff.</li> </ul>	Phase 1 and Phase 2

Features	Description	Phase
	<ul style="list-style-type: none"> <li>Comprehensive suite of educational materials and self-help resources.               <ol style="list-style-type: none"> <li>Written step-by-step guides tailored to each functional area.</li> <li>Custom videos demonstrating key processes.</li> <li>Customer-specific support website housing all documentation.</li> <li>Continuous updates to materials in sync with product enhancements.</li> <li>Role-specific documentation for different user types.</li> <li>Customized materials to reflect the County's specific configuration</li> </ol> </li> </ul>	
Project Delivery	<p>As further described in Exhibit A (Statement of Work and Attachments), follows in developing and delivering GovLink ensures it is secure, scalable, user-friendly, and compliant with legal and regulatory standards:</p> <ul style="list-style-type: none"> <li>Discovery Session(s) produce a set of decisions about how GovLink will be configured. These decisions include user access, permissions, workflow, document generation and management, and integrations.</li> <li>Development includes iterative unit, integration, and regression testing.</li> <li>User acceptance testing.</li> <li>Comprehensive training is available pre- and post-launch for groups and individuals.</li> </ul>	Phase 1 and Phase 2
Ongoing Support and Maintenance	<p>As further described in Exhibit K (Support Services), GreenCourt will handle all work to ensure 24/7/365 availability and security.</p> <ul style="list-style-type: none"> <li>Live customer service (telephone, online chat, and email) Monday through Friday, 7:00 AM to 5:30 PM PT, with overtime availability as specified in Exhibit K (Support Services).</li> <li>Refresher training is available as staff change</li> </ul>	Commencing on Deployment of Phase 1 System

Features	Description	Phase
	<p>and as GovLink evolves.</p> <ul style="list-style-type: none"> <li>• 24/7 available library of How-To, Q&amp;A, and videos to immediately assist users.</li> <li>• Security and business continuity plans and activities</li> <li>• Performance reviews.</li> <li>• Routine maintenance.</li> <li>• Agreed adjustments to workflow.</li> <li>• Regular Maintenance and Updates—Continuously improving GovLink by fixing bugs, optimizing performance, and rolling out new features.</li> <li>• Conformance with Court Rules and the Court's EFM—GreenCourt will make changes to GovLink when the court changes rules that affect legal documents and filings within the timeframe required by the court. Changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by the Court or the law.</li> <li>• Continuous Monitoring—Real-time monitoring to detect and resolve issues before they impact CSSD.</li> <li>• Security and Compliance—Regular audit of security measures, data encryption, and compliance with regulations. Utilize Microsoft Azure's comprehensive cloud services that support scalable data storage, efficient document retrieval, and robust security measures.</li> <li>• Performance Optimization—Optimize server response times, queries, and overall system performance.</li> <li>• Issue Tracking—Support tickets are prioritized from lowest to highest based on urgency and the number of customers affected.</li> <li>• Enhancement Requests—GreenCourt and CSSD categorize and prioritize requests based on CSSD's needs, importance, and</li> </ul>	

Features	Description	Phase
	<p>development requirements.</p> <ul style="list-style-type: none"><li>• User Feedback and Iterative Improvements – Collect user feedback and use it to refine GovLink.</li><li>• Proactive Customer Support—Provide multiple support channels (live chat, email, telephone, and How-To Guides and Videos).</li></ul>	

## CHANGE ORDER REQUEST FORM (FOR OPTIONAL WORK)

CHANGE ORDER REQUEST FORM (To Be Completed by Contractor)	
<b>CONTRACTOR NAME AND ADDRESS</b> <i>&lt;Insert Contractor Name and Address&gt;</i>	<b>TRANSMITTAL DATE</b> <i>&lt;Insert Date&gt;</i>
<b>COUNTY OF LOS ANGELES CHILD SUPPORT SERVICES DIVISION GOVLINK SYSTEM AND SERVICES</b>	<b>CONTRACT NUMBER</b> <i>&lt;Insert Contract Number&gt;</i>
<b>FROM: Contractor Project Manager</b> <i>&lt;Insert Contractor Project Manager Name&gt;</i>	<b>TO: County Project Manager</b> <i>&lt;Insert County Project Manager Name&gt;</i>
OPTIONAL WORK	
<b>CHANGE ORDER NUMBER</b> <i>&lt;Insert Change Order Number&gt;</i>	<b>WORK TITLE</b> <i>&lt;Insert Work Title&gt;</i>
<b>REQUEST DATE</b> <i>&lt;Insert Request Date&gt;</i>	<b>COMPLETION DATE</b> <i>&lt;Insert Completion Date&gt;</i>
<b>MAXIMUM FIXED PRICE</b> <i>&lt;Insert Maximum Fixed Price&gt;</i>	<b>REMAINING POOL DOLLARS AMOUNT</b> <i>&lt;Insert Remaining Pool Dollars Amount&gt;</i>
<b>WORK DESCRIPTION</b> <i>&lt;Insert Work Description and Attach Documents as Needed&gt;</i>	<b>DELIVERABLE(S)</b> <i>&lt;Insert Deliverables and Attach Documents as Needed&gt;</i>
<b>ADDITIONAL SPECIFICATIONS:</b> <i>&lt;Insert Specifications Descriptions and Attach Documents as Needed&gt;</i>	
<b>COMMENTS:</b> <i>&lt;Insert Comments&gt;</i>	
<b>Signature:</b> <i>&lt;Insert Digital Signature&gt;</i>	<b>Title: Contractor Project Manager</b>
<b>Phone Number:</b> <i>&lt;Insert Phone Number&gt;</i>	<b>Email:</b> <i>&lt;Insert Phone Number&gt;</i>

COUNTY APPROVAL (To be completed by County)		
<b>County Project Manager:</b> <i>&lt;Insert County Project Manager Name&gt;</i>	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
<b>Signature:</b> <i>&lt;Insert Digital Signature&gt;</i>	<b>Date:</b> <i>&lt;Insert Date Signed&gt;</i>	

## ***PRICING SCHEDULE***

### **IMPLEMENTATION SERVICES**

<b>Payment Milestone</b>	<b>Associated Tasks and Deliverables</b>	<b>Payment Amount</b>
1. Phase 1 Project Kickoff	Task 1 Project Management for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Project Kickoff Meeting</li> <li>• Phase1 Project Plan and Schedule</li> <li>• Phase 1 Status Reports, Progress Meetings, and Meeting Minutes</li> </ul>	\$128,764.00
2. Phase 1 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 System Implementation Plan</li> <li>• Phase 1 System Design</li> <li>• Phase 1 System Requirements</li> </ul> Task 3 Security for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Configuration Management</li> <li>• Phase 1 System Security Plan</li> </ul>	\$161,250.00



Payment Milestone	Associated Tasks and Deliverables	Payment Amount
3. Phase 1 System Integration	Task 4 Systems Integration for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 1 System Integration Plan</li> <li>Phase 1 System Interfaces and other System Integration work</li> </ul>	\$82,500.00
4. Phase 1 Testing	Task 5 Testing for Phase 1 and associated deliverables: Phase 1 Test Plan <ul style="list-style-type: none"> <li>Phase 1 Test Scenarios and Test Cases</li> <li>Phase 1 Unit/Module Testing Results</li> <li>Phase 1 Systems Integration Testing Results</li> <li>Phase 1 UAT Results and Remediation Processes</li> <li>Phase 1 Performance and Stress Testing Results</li> <li>Phase 1 Security Testing Results</li> </ul>	\$58,750.00
5. Phase 1 Deployment	Task 6 System Implementation for Phase	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 System Implementation Plan</li> <li>• Phase 1 Pre-Production Release</li> <li>• Phase 1 Production Release Plan</li> <li>• Phase 1 Production Cutover Plan</li> <li>• Phase 1 Production Cutover Report</li> </ul>	
6. Phase 1 Training	Task 7 Knowledge Transfer and Training for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Knowledge Transfer and Training Plan</li> <li>• Phase 1 Training Curriculum</li> <li>• Phase 1 User Manual</li> <li>• Phase 1 Technical Documentation</li> <li>• Phase 1 Knowledge Transfer Results</li> <li>• Phase 1 Training Execution Results</li> </ul>	\$57,486.00
7. Phase 1 System Acceptance	Task 8 Production Support and Transition for Phase 1	\$100,000.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Software Transition Plan</li> <li>• Phase 1 Maintenance Activity Report</li> <li>• Phase 1 System Acceptance document</li> <li>• Phase 1 Support Services Plan</li> </ul>	
8. Phase 2 Project Kickoff	Task 1 Project Management for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 2 Project Kickoff Meeting</li> <li>• Phase2 Project Plan and Schedule</li> <li>• Phase 2 Status Reports, Progress Meetings, and Meeting Minutes</li> </ul>	\$0.00
9. Phase 2 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 2 System Implementation Plan</li> <li>• Phase 2 System Design</li> <li>• Phase 2 System Requirements</li> </ul>	\$30,000.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	Task 3 Security for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 Configuration Management</li> <li>Phase 2 System Security Plan</li> </ul>	
10. Phase 2 System Integration	Task 4 Systems Integration for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 System Integration Plan</li> <li>Phase 2 System Interfaces and other System Integration work</li> </ul>	\$41,250.00
11. Phase 2 Testing	Task 5 Testing for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 Test Plan</li> <li>Phase 2 Test Scenarios and Test Cases</li> <li>Phase 2 Unit/Module Testing Results</li> <li>Phase 2 Systems Integration Testing Results</li> <li>Phase 2 UAT Results and Remediation Processes</li> </ul>	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	<ul style="list-style-type: none"> <li>Phase 2 Performance and Stress Testing Results</li> <li>Phase 2 Security Testing Results</li> </ul>	
12. Phase 2 Deployment	Task 6 System Implementation for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 System Implementation Plan</li> <li>Phase 2 Pre-Production Release</li> <li>Phase 2 Production Release Plan</li> <li>Phase 2 Production Cutover Plan</li> <li>Phase 2 Production Cutover Report</li> </ul>	\$0.00
13. Phase 2 Training	Task 7 Knowledge Transfer and Training for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 Knowledge Transfer and Training Plan</li> <li>Phase 2 Training Curriculum</li> <li>Phase 2 User Manual</li> <li>Phase 2 Technical Documentation</li> </ul>	\$0.00

Payment Milestone	Associated Tasks and Deliverables	Payment Amount
	<ul style="list-style-type: none"> <li>Phase 2 Knowledge Transfer Results</li> <li>Phase 2 Training Execution Results</li> </ul>	
14. Phase 2 System Acceptance	Task 8 Production Support and Transition for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 2 Software Transition Plan</li> <li>Phase 2 Maintenance Activity Report</li> <li>Phase 2 System Acceptance document</li> <li>Phase 2 Support Services Plan</li> </ul>	\$165,000.00
<b>SUBTOTAL IMPLEMENTATION SERVICES</b>		<b>\$825,000.00</b>

**SUPPORT SERVICES**

Contract Year	Payment Amount
Initial Term (July 1, 2026-June 30, 2027)	\$745,000.00
Option Year 1 (July 1, 2027-June 30, 2028)	\$745,000.00
Option Year 2 (July 1, 2028-June 30, 2029)	\$745,000.00
Option Year 3 (July 1, 2029-June 30, 2030)	\$745,000.00
Option Year 4 (July 1, 2030-June 30, 2031)	\$745,000.00
Option Year 5 (July 1, 2031-June 30, 2032)	\$745,000.00
<b>SUBTOTAL SUPPORT SERVICES</b>	<b>\$4,470,000.00</b>

Support Services fees are payable in quarterly installments, invoiced by Contractor in accordance with the Contract in advance at the beginning of the applicable quarter and payable by the County in accordance with the Contract.

<b>TOTAL CONTRACT SUM</b>	<b>\$5,295,000.00</b>
<b>FIXED HOURLY RATE FOR OPTIONAL WORK</b>	<b>\$200.00/hour</b>

## ***CONTRACTOR'S PROPOSED SCHEDULE***

Project schedule uses a start date of September 2, 2025, and will be adjusted accordingly by the parties under Exhibit A (Statement of Work and Attachments) to reflect the Effective Date of the Contract. This schedule is high-level and will be further refined by the parties under Exhibit A (Statement of Work and Attachments). Some of the time-lines referenced will run concurrently.

<b>Payment Milestone</b>	<b>Associated Tasks and Deliverables</b>	<b>Number of Days/Date</b>
1. Phase 1 Project Kickoff	Task 1 Project Management for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Project Kickoff Meeting</li> <li>• Phase1 Project Plan and Schedule</li> <li>• Phase 1 Status Reports, Progress Meetings, and Meeting Minutes (On-going through System Acceptance)</li> </ul>	3 Days
2. Phase 1 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 System Implementation Plan</li> <li>• Phase 1 System Design</li> <li>• Phase 1 System Requirements</li> </ul> Task 3 Security for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Configuration Management</li> </ul>	5 Days Discovery  15 Days Configuration and Development

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	<ul style="list-style-type: none"> <li>Phase 1 System Security Plan</li> </ul>	
3. Phase 1 System Integration	Task 4 Systems Integration for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 1 System Integration Plan</li> <li>Phase 1 System Interfaces and other System Integration work</li> </ul>	12 Days
4. Phase 1 Testing	Task 5 Testing for Phase 1 and associated deliverables: Phase 1 Test Plan <ul style="list-style-type: none"> <li>Phase 1 Test Scenarios and Test Cases</li> <li>Phase 1 Unit/Module Testing Results</li> <li>Phase 1 Systems Integration Testing Results</li> <li>Phase 1 UAT Results and Remediation Processes</li> <li>Phase 1 Performance and Stress Testing Results</li> <li>Phase 1 Security Testing Results</li> </ul>	6 Days



Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
5. Phase 1 Deployment	Task 6 System Implementation for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 1 System Implementation Plan</li> <li>Phase 1 Pre-Production Release</li> <li>Phase 1 Production Release Plan</li> <li>Phase 1 Production Cutover Plan</li> <li>Phase 1 Production Cutover Report</li> </ul>	2 Days  Must occur by October 5, 2025
6. Phase 1 Training	Task 7 Knowledge Transfer and Training for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>Phase 1 Knowledge Transfer and Training Plan</li> <li>Phase 1 Training Curriculum</li> <li>Phase 1 User Manual</li> <li>Phase 1 Technical Documentation</li> <li>Phase 1 Knowledge Transfer Results</li> <li>Phase 1 Training Execution Results</li> </ul>	10 Days

<b>Payment Milestone</b>	<b>Associated Tasks and Deliverables</b>	<b>Number of Days/Date</b>
7. Phase 1 System Acceptance	Task 8 Production Support and Transition for Phase 1 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 1 Software Transition Plan</li> <li>• Phase 1 Maintenance Activity Report</li> <li>• Phase 1 System Acceptance document</li> <li>• Phase 1 Support Services Plan</li> </ul>	30 Business Days
8. Phase 2 Project Kickoff	Task 1 Project Management for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 2 Project Kickoff Meeting</li> <li>• Phase2 Project Plan and Schedule</li> <li>• Phase 2 Status Reports, Progress Meetings, and Meeting Minutes (On-going through System Acceptance)</li> </ul>	5 Days
9. Phase 2 Discovery, Configuration, and Development	Task 2 System Design, Development, and Configuration for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 2 System Implementation Plan</li> <li>• Phase 2 System Design</li> </ul>	5 Days Discovery  30 Days Configuration and Development

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	<ul style="list-style-type: none"> <li>Phase 2 System Requirements</li> </ul> <p>Task 3 Security for Phase 2 and associated deliverables:</p> <ul style="list-style-type: none"> <li>Phase 2 Configuration Management</li> <li>Phase 2 System Security Plan</li> </ul>	
10. Phase 2 System Integration	<p>Task 4 Systems Integration for Phase 2 and associated deliverables:</p> <ul style="list-style-type: none"> <li>Phase 2 System Integration Plan</li> <li>Phase 2 System Interfaces and other System Integration work</li> </ul>	15 Days
11. Phase 2 Testing	<p>Task 5 Testing for Phase 2 and associated deliverables:</p> <ul style="list-style-type: none"> <li>Phase 2 Test Plan</li> <li>Phase 2 Test Scenarios and Test Cases</li> <li>Phase 2 Unit/Module Testing Results</li> <li>Phase 2 Systems Integration Testing Results</li> <li>Phase 2 UAT Results and Remediation Processes</li> </ul>	15 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	<ul style="list-style-type: none"> <li>Phase 2 Performance and Stress Testing Results</li> <li>Phase 2 Security Testing Results</li> </ul>	
12. Phase 2 Deployment	<p>Task 6 System Implementation for Phase 2 and associated deliverables:</p> <ul style="list-style-type: none"> <li>Phase 2 System Implementation Plan</li> <li>Phase 2 Pre-Production Release</li> <li>Phase 2 Production Release Plan</li> <li>Phase 2 Production Cutover Plan</li> <li>Phase 2 Production Cutover Report</li> </ul>	<p>5 Days</p> <p>Must occur by December 31, 2025</p>
13. Phase 2 Training	<p>Task 7 Knowledge Transfer and Training for Phase 2 and associated deliverables:</p> <ul style="list-style-type: none"> <li>Phase 2 Knowledge Transfer and Training Plan</li> <li>Phase 2 Training Curriculum</li> <li>Phase 2 User Manual</li> <li>Phase 2 Technical Documentation</li> </ul>	5 Days

Payment Milestone	Associated Tasks and Deliverables	Number of Days/Date
	<ul style="list-style-type: none"> <li>• Phase 2 Knowledge Transfer Results</li> <li>• Phase 2 Training Execution Results</li> </ul>	
14. Phase 2 System Acceptance	Task 8 Production Support and Transition for Phase 2 and associated deliverables: <ul style="list-style-type: none"> <li>• Phase 2 Software Transition Plan</li> <li>• Phase 2 Maintenance Activity Report</li> <li>• Phase 2 System Acceptance document</li> <li>• Phase 2 Support Services Plan</li> </ul>	30 Business Days

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Elizabeth Pak  
Title: Head Attorney  
Address: 5770 S. Eastern Ave.  
Commerce, CA 90047  
Telephone: (323) 889-2880  
E-Mail Address: Elizabeth\_Pak@cssd.lacounty.gov

### COUNTY PROJECT MANAGER:

Name: Laurie Groina  
Title: Supervising Attorney  
Address: Child Support Services, 111 Hill St. Rm. 623  
Los Angeles, CA 90012  
Telephone: (213) 639-2722  
E-Mail Address: laurie\_groina@cssd.lacounty.gov

### COUNTY CONTRACT PROJECT MONITOR:

Name: LaKisha Johnson-Martinez  
Title: Administrative Assistant III  
Address: Child Support Services, Contracts and Procurement Division  
5770 Eastern Avenue, 4<sup>th</sup> Floor, Commerce, CA 90040  
Telephone: (323) 889-3397  
E-Mail Address: EDL-contractmonitoring@cssd.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** GreenCourt Legal Technologies, LLC**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Kati Odom Bell  
Title: Executive Vice President  
Address: 201 Newnan Street, Carrollton, Georgia 30117  
Telephone: 770-834-3453  
E-Mail Address: kodombell@greencourt.com

**CONTRACTOR'S PROJECT MANAGER:**

Name: Bee Elston  
Title: Project Manager  
Address: 201 Newnan Street, Carrollton, Georgia 30117  
Telephone: 770-834-3453  
E-Mail Address: belston@greencourt.com

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

Name: Andy Johnson  
Title: Chief Executive Officer  
Address: 201 Newnan Street, Carrollton, Georgia 30117  
Telephone: 770-851-4565  
E-Mail Address: ajohnson@greencourt.com

**Notices to Contractor shall be sent to the following:**

Name: Jay Bland  
Title: Chief Growth Officer  
Address: 201 Newnan Street, Carrollton, Georgia 30117  
Telephone: 770-823-8708\_  
E-Mail Address: Jbland@greencourt.com

**EXHIBIT F**  
**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT**  
**ASSIGNMENT AGREEMENT**



**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

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

CONTRACTOR NAME GreenCourt Legal Technologies, LLC Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor, on behalf of itself and Contractor's Staff, agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor, on behalf of itself and Contractor's Staff, agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

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

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

**COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor, on behalf of itself and Contractor's Staff, agree that County's Confidential Information (defined in the above-referenced contract), including without limitation Personally Identifiable Information (defined in the above-referenced contract), information relating to County's constituents, users, partners, or personnel; County department case information; any other sensitive records or information; and other data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Contract; and all of the output from the GovLink System (defined in the above-referenced contract) generated by County's use of the GovLink System, including without limitation, reports, graphs, charts, modified County Data, etc., but expressly excluding any form templates of such reports, graphs or charts that by themselves that do not include County Data (collectively, "County Data") provided or made accessible by County to Contractor, is and shall remain the property of County. Additionally, Contractor on behalf of itself and Contractor's Staff, agree that all system design, project and system plans, diagrams, reports, and other deliverables (excluding the GovLink System itself) (hereafter "materials") which are originated or created through the Contractor's and Contractor's Staff work pursuant to the above-referenced contract or otherwise delivered pursuant to the above referenced contract and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor, on behalf of itself and Contractor's Staff, hereby assign and transfer to the County in perpetuity for all purposes all right, title, and interest in and to all such County Data and materials, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the County Data and materials described above.

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

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: Andy Johnson

POSITION: Chief Executive Officer

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

Any fire station. Any hospital. Any time.

1.877.222.9723



BabySafeLA.org

No shame | No blame | No names



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

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

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

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

No shame | No blame | No names



### ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

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

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



No shame | No blame | No names





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

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

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

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

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

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

### What information needs to be provided?

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

### What happens to the baby?

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

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

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

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

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

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

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.

## ***THIRD-PARTY PRODUCTS***

GreenCourt's GovLink solution leverages third-party products to enhance functionality, efficiency, and user experience. Key technologies include:

- SyncFusion for templates, signatures, and edits.
- Sendgrid for notifications.
- Chatlio for access to concierges (customer support).
- WordPress for access to the support page.
- Microsoft office tools for document management.

GreenCourt's third-party products ensure GovLink provides the services needed and expected.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

GreenCourt Legal Technologies LLC

Company Name

201 Newnan Street, Carrollton, Georgia 30117

Address

46-5027679

Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- ☒ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

Andy Johnson, Chief Executive Officer

Name and Title of Signer (please print)



# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

## 1. DEFINITIONS

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

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

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies,

standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

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

The Contractor's Information Security Program shall:

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

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

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

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;

- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

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

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

### 5. SHARING COUNTY INFORMATION AND DATA

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

### 6. CONFIDENTIALITY

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

- Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or

an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. CONTRACTOR STAFF

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

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

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

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

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

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

## 8. SUBCONTRACTORS AND THIRD PARTIES

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

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

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape,

and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

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

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

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

company or individual who performed the destruction. Such statement will be sent to the designated County Project Director within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

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

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

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

## **12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY**

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

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

## **13. ACCESS CONTROL**

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



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

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

#### **14. SECURITY AND PRIVACY INCIDENTS**

In the event of a security or privacy Incident, the Contractor shall:

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

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Acting Chief Information Security Officer:**

James Thurmond

Acting Chief Information Security Officer

320 W Temple, 7<sup>th</sup> Floor

Los Angeles, CA 90012

(213) 253-5660

**Chief Privacy Officer:**

Lillian Russell

Chief Privacy Officer

320 W Temple, 7<sup>th</sup> Floor

Los Angeles, CA 90012

(213) 351-5363

**Departmental Information Security Officer:**

Phillip Carnahan  
5770 S. Eastern Ave. 4th Floor  
Commerce, CA 90040  
(323)929-1935  
Phillip\_Carnahan@cssd.lacounty.gov

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

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

**15. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies

are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

## 16. AUDIT AND INSPECTION

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

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

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

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

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the

Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

## **17. CYBER LIABILITY INSURANCE**

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

The Contractor shall secure and maintain cyber liability insurance coverage with limits of not less than \$4 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **18. PRIVACY AND SECURITY INDEMNIFICATION**

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

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

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have

the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in this Contract, including payment of the license fees by to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of this Contract to enable the County to use the full benefits of the SaaS and achieve the purposes stated herein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, The Contractor shall immediately and within twenty-four (24) hours implement the Contractor's Business Continuity Plan, consistent with Section 12 OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor shall include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

If the SaaS is interrupted, the County Information may be accessed and retrieved within two (2) hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements, and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of this Contract, the Contractor shall promptly notify the County of any available updates, enhancements, or newer versions of the SaaS and within thirty (30) Days update or provide the new version to the County. The Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice, and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it shall store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e., The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor shall have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings shall be shared with County's Chief Information Security Officer within ten (10) business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Services Provided by a Subcontractor:** Prior to the use of any Subcontractor for the SaaS under this Contract, the Contractor shall notify County of the proposed subcontractor(s) and the purposes for which they may be engaged at least thirty (30) Days prior to engaging the Subcontractor and obtain written consent of the County Project Director.
- g. **Information Import Requirements at Termination:** Within one (1) Day of notification of termination of this Contract, the Contractor shall provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- h. **Termination Assistance Services:** During the ninety (90) Day period prior to, and/or following the expiration or termination of this Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
  - i. Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
  - ii. Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
  - iii. Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
  - iv. Such other activities upon which the Parties may reasonably agree.

#### **ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS**

Notwithstanding any other provisions in this Contract, the Contractor shall ensure the following provisions and security controls are established for any and all Systems or Hardware provided under this contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under this Contract. The Contractor must be able to provide such management records to the County at inception of the contract and upon request.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under this contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under this Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of this Contract, the Contractor must document their access control plan for Systems or Hardware covered under this Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within ninety (90) Days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within ninety (90) Days, the Contractor must provide a Risk assessment to the County's Chief Information Security Officer (CISO).
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO). The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of this Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under this Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's Chief Information Security Officer (CISO).
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.



## SUPPORT SERVICES

### 1. GENERAL

This Exhibit K (Support Services) is attached to and forms a part of that certain Contract for the GovLink System and Services, dated as of the Effective Date (together with all exhibits, attachments, and schedules thereto, all as amended from time to time, the "Contract"), between the County of Los Angeles ("County") and GreenCourt Legal Technologies, LLC ("Contractor"). Capitalized terms used herein without definition have the meanings given to such terms in the Contract.

This Exhibit K sets forth Contractor's service level commitment regarding hosting services, maintenance services, and support services, including correction of Deficiencies, warranties, and County's remedies for Contractor's failure to meet the service levels specified herein (as further defined in the Contract collectively, "Support Services"), in each case, regarding the System.

### 2. SCOPE OF SERVICES

#### 2.1 Description

Contractor shall provide service levels and warranties relating to Support Services for the System as specified in the Contract and this Exhibit, as more fully described below. Support Services shall include but are not limited to all work necessary to maintain and support the System so that it performs in accordance with the Specifications, including but not limited to correction of Deficiencies based on service levels and warranties, and provision of all Hosted Environments and other work necessary to host the System such that it performs in accordance with the Specifications. Support Services commence as specified in the Contract.

#### 2.2 Definitions

As used herein the following terms have the following meanings:

**"Available"** means the System shall be available for access and use by the County in accordance with the Specifications.

**"Business Hours"** shall mean 7:00 a.m. to 5:30 p.m. Pacific Time (PT) Monday through Friday except for County approved holidays.

**"Critical Deficiency"** shall mean a Deficiency of Priority Level 1, as further described in Section 3.2.1 (Problem Correction Priorities).

**"Compatible"; "Compatibility"** means, with respect to the Licensed Software, that (a) the applicable components of the Licensed Software are capable of

supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with Specified Hardware and Specified Operating Software; (b) the applicable components of Third-Party Products contained in the System are capable of supporting, operating and otherwise performing all functions of such Third-Party Products components set forth in the Specifications and this Contract, when used in conjunction with other components of the Licensed Software; (c) the applicable components of Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with the Third-Party Products; and (d) the applicable components of the Licensed Software are capable of supporting, operating and otherwise performing all functions of such Licensed Software components set forth in the Specifications and this Contract, when used in conjunction with one another and with the Hosted Environment.

**“Help Desk Support”** shall have the meaning specified in Section 6.1 (Scope of Support).

**“Hosted Environment”** shall mean hardware, hosted network, and hosted operating software to be supplied by Contractor as a part of its obligation to perform hosting services. The Hosted Environment includes the Hosted Environment for use by County in production and any other environments described in this Contract, if any, including Exhibit A (Statement of Work and Attachments).

**“Days of Operation”** shall mean 365/366 days per year, 24 hours per day, excluding “Scheduled Downtime”.

**“Disaster”** shall mean a catastrophic event that results in significant or potentially significant Downtime or disruption of the Hosted Environment for Production Use and requires Contractor to invoke the Disaster Recovery/Business Continuity Plan.

**“Disaster Recovery”** shall mean and refer to Contractor’s obligations described in Section 5.3 (Backup and Disaster Recovery).

**“Business Continuity/Disaster Recovery Plan”** shall have the meaning specified in Exhibit A (Statement of Work and Attachments).

**“Downtime”** shall mean the period when the System or any System component is unavailable, including Unscheduled Downtime and Scheduled Downtime.

**“Licensed Software”** shall have the same meaning as defined in the base Contract.

**“Low Deficiency”** shall mean a Deficiency of Priority Level 4, as further described in Section 3.2.1 (Problem Correction Priorities).

**“Major Deficiency”** shall mean a Deficiency of Priority Level 1 or Priority Level 2, as further described in Section 3.2.1 (Problem Correction Priorities).

**“Moderate Deficiency”** shall mean a Deficiency of Priority Level 3, as further described in Section 3.2.1 (Problem Correction Priorities).

**“Off-Business Hours”** shall mean all hours that are not Business Hours or Scheduled Downtime.

**“Priority Level”** shall mean the applicable Deficiency severity level for correcting Deficiencies, as described in Section 3.2 (Resolution of Deficiencies).

**“Response Time”** shall mean the time elapsed for all data fields on a page to load such that they are available for use.

**“Response Time Baseline”** shall mean the County specified baseline for Response Time, as further described in Section 7.2 (System Performance Requirements).

**“Response Time Deficiency”** shall mean the System is not responding within the prescribed Response Time Baseline, as further described in Section 7.3 (Response Time Monitoring).

**“Scheduled Downtime”** shall mean that the System cannot be accessed due to scheduled maintenance on the System, including but not limited to preventive maintenance, Revisions, scheduled reboots and restarts, as further described in Section 4.5 (Scheduled Downtime).

**“Service Credits”** shall mean credits or any other form of discount to be applied to the applicable Support Services Fees that may be assessed by County pursuant to Section 8.1 (General).

**“Severe Deficiency”** shall mean a Deficiency of Priority Level 2, as further described in Section 3.2.1 (Problem Correction Priorities).

**“Specified Hardware”** and **“Specified Operating Software”** shall mean the minimum requirements for hardware and operating software as specified pursuant to the Statement of Work, that shall be Compatible with the Licensed Software, and are required for County to enjoy and exercise fully its rights to the System as a whole.

**“System Availability”** as defined in Section 7.2 (System Performance Requirements).

**“System Availability Deficiency”** shall mean the System not meeting any of the System Availability requirements as specified in this Exhibit K.

**“System Performance”** shall mean the performance of the System with respect to Response Time, System Availability and Disaster Recovery.

**“System Performance Deficiency”** shall mean System not meeting any of the System Performance Requirements as specified in Section 7.2 (System Performance Requirements).

**“System Performance Requirements”** shall mean the requirements for System Performance, including Section 7.2 (System Performance Requirements).

**“Total Monthly Time”** shall mean all minutes in the Days of Operation for a calendar month, excluding Scheduled Downtime.

**“Unscheduled Downtime”** shall have the meaning specified in Section 8.1 (General).

### **3. CORRECTION OF DEFICIENCIES**

#### **3.1 Identification of Deficiencies**

The Deficiencies may be identified either because of Contractor’s use of its own monitoring tools or discovered by County. Upon discovery of a Deficiency by County, County will report the Deficiency to Contractor’s Help Desk Support for resolution in accordance with this Exhibit K.

The Priority Level of a Deficiency shall be assigned as described in, and according to the Priority Level definition set forth in, Section 3.2.1 (Problem Correction Priorities). Based on Contractor’s proposed resolution and/or workaround(s) for the Deficiency, County may reevaluate and escalate or downgrade the Priority Level of the Deficiency pursuant to Section 3.2.3 (Priority Level Adjustment).

#### **3.2 Resolution of Deficiencies**

##### **3.2.1 Problem Correction Priorities**

County shall assign the Priority Level to each Deficiency reported by County to Contractor’s Help Desk Support. Contractor shall assign Priority Levels to Deficiencies discovered by its own monitoring tools. Following report of a Deficiency from County, Contractor shall respond back to County within the prescribed “Response Timeframe” specified below and resolve each such Deficiency within the specified “Resolution Goal”. The Response Timeframe and Resolution Goal for correction of Deficiencies shall start tolling when Contractor discovers a Deficiency, or County first notifies Contractor of a Deficiency by telephone or otherwise as specified

herein, including Contractor's Help Desk Support portal, as the case may be, and shall end when County reasonably determines that the Deficiency has been resolved.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
1 - Critical	<p>Critical functionality is down or impaired or degraded; major impact to County's business; no reasonable workaround(s) exists, or no current patch set or service pack is available.</p> <p>Examples of Critical Deficiencies: Response Time is at or over four (4) times the agreed upon Response Time Baseline or does not function at all, as determined by County. There is no way to circumvent the problem; a significant number of Users are affected. A production business System is inoperable.</p>	One (1) Business Hour	One (1) Business Day
2 – Severe	<p>Functionality is impaired or degraded, or an important function is not available, and operations are severely impacted. There are time-sensitive issues that impact ongoing production. A reasonable workaround exists, but it is only temporary. Hotfix, patch or service pack or upgrade is not available.</p> <p>Examples of Severe Deficiencies: A component of the System is not performing in accordance with the Specifications (e.g., Response Time is at two (2) or three (3) times the agreed upon Response Time</p>	Four (4) Business Hours	Five (5) Business Days or next scheduled maintenance, whichever is less.

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
	Baseline), which is creating significant County business impact, or its core functionality is not available, as determined by County. OR Mandatory reporting within the System is inaccurate, or data is unavailable (unless the inaccuracy is due to inaccurate data provided by the County).		
3 – Moderate	Non-critical functionality is down or impaired. Does not have significant current production impact. Performance is degraded. A short to medium term work-around is available. Patch, service pack or upgrade is available.  Examples of Moderate Deficiencies: A component of the System is not performing in accordance with the Specifications, which is creating a moderate or minor operational impact, as determined by County.	One (1) Business Day	Two (2) weeks
4 – Low	Non-critical function impaired. No business impacts. A medium to long term work-around is available. Patch, service pack or upgrade is available.  Examples of Low Deficiencies: This is a low impact problem and is not significant to operations or is related to education (e.g., general “how to” and informational Licensed	Two (2) Business Days	Next Version Release or 6 months unless otherwise agreed to by County and Contractor

Priority Level	Description of Deficiency	Response Timeframe	Resolution Goal
	Software questions, Documentation requests, understanding of reports or general “how to” create reports), as determined by County.		

### 3.2.2 Problem Resolution Process

For any Deficiency reported by County or discovered by Contractor, Contractor shall commence corrective action according to the applicable Response Timeframe. Contractor shall correct all Deficiencies within the Resolution Goals specified above. Contractor shall also immediately commence to develop a workaround or a fix for any Priority Level 1 or Priority Level 2 Deficiency. County and Contractor shall agree on the Deficiency resolution, whether by a permanent solution or a workaround. Contractor shall provide the best level of effort to correct all Deficiencies with Priority Level 1 through Priority Level 3. If Contractor fails to correct a Deficiency within the prescribed Resolution Goals, Contractor shall provide County with a written or electronic report that includes a detailed explanation of the status of such Deficiency, preliminary actions taken, detailed mitigation plans and an estimated time for completing the correction of such Deficiency. This process will be repeated until the Deficiency is resolved, and the resolution is approved by County Project Manager. The parties will jointly cooperate during this period.

### 3.2.3 Priority Level Adjustment

County may escalate or downgrade a Priority Level of a Deficiency if the Deficiency meets the definition of the Priority Level as escalated or downgraded. Additionally, County Project Manager may escalate a Priority Level of a Deficiency at any time during which the System is experiencing more than one Deficiency of the same Priority Level. A Deficiency may also be escalated by County if the Deficiency persists or re-occurs, as determined by County Project Manager. At the time the Deficiency is escalated or downgraded, an appropriate timeline will be applied for resolution of such Deficiency in accordance with Section 3.2.1 (Problem Correction Priorities). Contractor may not downgrade a Priority Level without the consent of County Project Manager. Contractor may not “close” or “inactivate” a trouble ticket or Deficiency report without the consent of County Project Manager. Contractor may request a special exception to the above timeline where there are extenuating circumstances, with the decision for extension made at the discretion of County Project Manager. If a reasonable workaround may be provided by Contractor for a Deficiency, County may elect to downgrade the Priority Level of such Deficiency until an agreed upon date. If a permanent fix is not provided by such agreed upon date, County will be able to

escalate the Priority Level back to the original Priority Level or higher, as provided herein.

## **4. MAINTENANCE SERVICES**

As part of Support Services, Contractor shall provide maintenance services as described herein.

### **4.1 Revisions**

As part maintenance Services, Contractor shall provide Revisions to the Licensed Software in accordance with Sub-paragraph 9.1.3 (Revisions) of the Contract and this Exhibit K. Revisions shall be provided to keep current with Contractor's hosting technology standards, industry standards, Third-Party Product upgrades, enhancements, updates, patches, bug fixes, etc., and as provided to Contractor's general customer base, all in accordance with this Exhibit K and in coordination with County Project Manager. By definition, such Revisions shall include, but not be limited to, (a) a bug fix, patch, or redistribution of the Licensed Software that corrects an error as well as addresses common functional and performance issues, including Deficiency corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new version; (c) any update to the Licensed Software designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; (d) any of the foregoing provided for the Licensed Software to remain in compliance with applicable Federal, State and local laws, rules and regulations or Court rules and requirements; and (e) changes to forms, formsets, templates, workflow, signatures as requested by CSSD as CSE seeks to improve its processes or as required by Court rules or requirements.

Without limiting any other provisions of this Contract, including, without limitation, this Exhibit, Revisions to the Licensed Software shall be provided to County at least twice every year, unless otherwise agreed to by County and Contractor.

Contractor shall notify County of all Revisions to the Licensed Software prior to the anticipated installation date thereof in accordance with Sub-paragraph 9.1.3 (Revisions) of the Contract. Contractor's provision and installation of such Revisions to the Licensed Software shall be at no additional cost to County. Any Revisions necessary to remedy security problems in the Licensed Software (e.g., closing "back doors" or other intrusion-related problems) shall be provided promptly following Contractor's knowledge of such of such problems.

In the event a Revision causes a Deficiency with a previously provided customization, then Contractor's work to remedy such Deficiency shall be included as part of maintenance Services.

### **4.2 Third-Party Products**



Maintenance Services additionally include maintaining Compatibility of the Contractor software components of the GovLink with any Third-Party Products that are to be included in the System as of the Effective Date and may be acquired by County under this Contract as Optional Work. Prior to the installation of any Third-Party Product, or any update thereto, Contractor shall test and ensure such Third-Party Product's Compatibility with the then current version of the Contractor software components. Contractor shall all ensure that the Contractor software components are Compatible with the required or critical updates to Third-Party Products, including without limitation, service and compatibility packs and security patches, promptly upon their release.

Notwithstanding the foregoing, any Third-Party Product that may be incorporated by Contractor into the GovLink shall be subject to the same Support Services obligations and requirements as the Contractor software components that are owned by, or are proprietary to, Contractor.

#### **4.3 Hosted Environment Maintenance**

As part of maintenance Services, Contractor shall also provide maintenance of the Hosted Environment that is part of the Hosted Environment for the System, including but not limited to server equipment, networking components, hardware, operating system software, application platform software, database software and other software installed in the Hosted Environment that is not Licensed Software. Contractor shall update, upgrade, or replace these Hosted Environment components during the term of the Contract to comply with the Specifications and the warranties specified in this Contract and to support and be Compatible with the GovLink including any Revisions provided by Contractor under the Contract.

Contractor shall provide Revisions to the Hosted Environment software to keep current with Contractor's hosting technology standards, industry standards, Revisions to the GovLink, and all in coordination with County Project Manager.

#### **4.4 County's Environment**

As part of maintenance Services, Contractor shall, during the term of the Contract, maintain the System's Compatibility with County's environment, provided the County is using the Specified Hardware and Specified Operating Software. These maintenance Services shall include providing, among others, Revisions to the Licensed Software and upgrades to the Hosted Environment hardware. Maintenance Services also include working with County's information technology staff or other third-party service providers to resolve any issues with the County's environment that might be caused by the GovLink.

#### **4.5 Scheduled Downtime**

Unless agreed to otherwise in advance by County and Contractor, Contractor shall provide all maintenance Services, including installation of Revisions, during Scheduled Downtime.

For this Exhibit K, Scheduled Downtime shall be determined and mutually agreed by County and Contractor during contract negotiations. Contractor may change the Scheduled Downtime window by notifying County at least three (3) days prior to modifying the Scheduled Downtime, subject to approval by County Project Manager. Any Downtime outside of the above window of time without such prior notice and County Project Manager's approval shall be considered "Unscheduled Downtime" which may entitle County to remedies as specified in this Exhibit K. Notwithstanding the foregoing, Contractor may request System Downtime for the provision of an emergency correction to the System. Such Downtime shall be deemed Scheduled Downtime if it has been approved by County Project Manager.

## **5. HOSTING SERVICES**

As part of Support Services, Contractor shall provide all Hosted Environments and other work necessary to host the System such that it performs in accordance with Specifications as provided in this Section 5 (hereinafter collectively "Hosting Services").

### **5.1 Hosting Services**

Contractor shall operate the Hosting Services on the Hosted Environment owned and maintained by Contractor (and its hosting Subcontractor, if applicable) on a 24x7x365/366 basis.

Contractor shall allow access to the Hosting Services over the Internet from the Hosted Environment facilities on a 24x7x365/366 basis and provide secure and confidential storage of all information transmitted to and from the Hosting Services. The Hosted Environment shall provide redundancy at all tiers of the Hosted Environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software.

Contractor shall supply hardware, security protocols, software, and communications support structure to facilitate connection to the Internet in accordance with the requirements set forth herein.

Contractor shall build into the solution's architecture the capability to operate in more than one data center and in different availability zones (AZs) for high availability, fault tolerance, scalability, and disaster recovery. The selected AZs shall reside in the continental United States.

Contractor shall review security notifications and alerts relevant to the Hosted Environment (e.g., Contractor notification of bugs, attacks, patches), and apply as appropriate to maintain the highest level of defense.

Contractor shall provide adequate firewall protection to secure personal data and other Confidential Information of County and users of the Hosting Services from unauthorized access by third parties.

### **5.2 Hosting Provider**

As of the Effective Date, Contractor's Subcontractor for Hosting Services is Microsoft Azure. If, during the term of the Contract, Contractor desires to transition to a new Subcontractor for Hosting Services, Contractor shall provide County with at least sixty (60) calendar days' prior notice of the transition. Contractor shall reasonably cooperate with County in evaluating the security and performance of the proposed Subcontractor. County shall have thirty (30) calendar days from receipt of notice of the transition to reasonably object to the proposed new Subcontractor. In the event of such objection, the parties shall negotiate in good faith regarding alternate hosting providers. If the parties are unable to reach agreement within thirty (30) calendar days of receipt by Contractor of the objection, County may elect to terminate this Contract without further obligation and receive a refund of prepaid fees for the balance of the Contract term.

Contractor shall ensure the Subcontractor complies with the terms of the Contract, including the requirements of this Exhibit. Contractor shall be jointly and severally liable for any breach by such Subcontractor of the Contract, including the requirements of this Exhibit K.

## **6. OPERATIONAL SUPPORT SERVICES**

### **6.1 Scope of Support**

As a part of Support Services, Contractor's responsibilities for supporting the operation of the System shall include responding to problems reported and correcting Deficiencies as specified in this Exhibit K. As part of its Support Services, Contractor shall provide operational support for the System during the Support Hours, which shall include without limitation providing a point of contact for all System problems by maintaining a System for customer support to be used County's technical support ("Help Desk Support"). Such operational support shall include Support Services to correct any failure of the System and to remedy Deficiencies in accordance with this Exhibit to ensure that the System operates in accordance with the Specifications, warranties, and other requirements under the Contract. Requests for Help Desk Support will be submitted by County's technical support via telephone and/or Contractor's web-based trouble ticketing System. If the Contractor's web-based trouble ticketing System is not available, County may use email or any other reasonable means to request Help Desk Support. Help Desk Support shall respond with a plan for resolving each Deficiency and respond to County Project Manager within the applicable required period specified in this Exhibit K.

### **6.2 Help Desk Support**

Contractor's Help Desk Support service level requirements shall also include but not be limited to those listed below:

1. County designated technical support staff that provides First Level Support shall have access to Contractor's Help Desk Support through the methods outlined in this Exhibit K.
2. County shall have access to Contractor's Help Desk Support through the Web-based trouble ticketing System or telephone. The trouble ticketing System shall provide for County a simple method to submit, track and update issues that require escalation to Contractor's Help Desk Support. The authorized County contacts will each receive an account and training on the ticketing System.
3. Contractor shall provide a telephone number for County staff to call during Business Hours. This telephone number shall be managed by an automated System to quickly connect County staff with the appropriate Help Desk Support personnel.
4. Contractor's automated System shall include the functionality of leaving detailed voice mails describing the issues. The voice mails must be responded to within 24 to 48 hours (including weekends and holidays).
5. Priority Levels for the Deficiencies shall be assigned according to definitions specified in Exhibit K.
6. Contractor shall respond within the period specified in Exhibit K depending on the Priority Level of the Deficiency.
7. Contractor's Help Desk Support shall be available to County 7:00 AM to 5:30 PM Monday through Friday (PT) ("Support Hours") excluding County approved holidays. For up to 100 hours during each annual period during the Contract term at no additional cost to the County beyond the Support Fees, Contractor will make available Help Desk Support during agreed days and times outside of Support Hours upon seven (7) advance written request by County. For the avoidance of doubt, Contractor's technical staff will be available to County technical staff 24 hours per day as needed to respond to and resolve Priority Level 1 and 2 Deficiencies without additional cost beyond fees the Support Fees.
8. Contractor's Help Desk Support shall work with County's Project Manager and County's technical support staff on correcting Deficiencies and keep such County personnel informed regarding the updates and scheduled timeframes to ensure that all maintenance windows are clearly communicated, and the requirements of this Exhibit K are met.
9. Contractor shall triage and update submitted Deficiencies and requests to have the priority, description, type, version, and other elements of each case modified by Help Desk Support based on the severity and business impact. The cases may be downgraded or upgraded in priority, and Contractor shall work with County to ensure that the case is diagnosed

properly. In the event of any issues regarding a case, the parties may invoke the Dispute Resolution Procedure as defined in the Contract.

10. Deficiency correction, timeframes, and Service Credits for failure to timely correct any Deficiencies as specified herein shall be as specified in this Exhibit K.

### **6.3 Backup and Disaster Recovery**

Contractor shall provide back up, Disaster recovery and business continuity Services as set for in the Disaster Recovery/Business Continuity Plan agreed upon pursuant to Exhibit A (Statement of Work and Attachments), as updated from time to time in accordance with the terms of the Contract. Additionally, back up, Disaster recovery, and business continuity Services shall include the following, to the extent not in conflict with the agreed-upon Disaster Recovery/Business Continuity Plan:

All copies of County Data, expressly or implied, including without limitation, backups, replicated/redundant data, snapshots, and data used, perhaps temporarily and using non-Contractor facilities, equipment, and/or personnel, during a disaster recovery event, must be subject to all terms and condition specified in the Contract, including, without limitation, confidentiality, storage, transmission, and destruction, and must still remain in the continental United States.

#### **Backup – Regular**

Contractor shall provide for both the regular backup of standard file systems and databases relating to the Hosted Environment, Licensed Software and Hosting Services, and the timely restoral of such data on request by County due to a site failure. Contractor shall:

- Perform weekly full backup.
- Perform daily incremental backups.
- If backups are made to media such as tapes, send backup media to secure, off-site storage facilities with a thirty (30) calendar day rotation of media.
- If the backup destination is cloud-based, the retention policy is thirty (30) calendar days.
- Retain one (1) backup copy per month for one (1) year.
- Fulfill restoral requests as directed by County due to site or any other type failures. Restoral will be initiated within the interval of two (2) to four (4) hours dependent on the urgency of the request, and the agreed upon location of the desired backup media.

- The ability to restore to any of the backups in the last 30 days.
- If the Hosted Environment of location is expected to be down for more than twenty-four (24) hours, Contractor shall immediately transfer appropriate backup data and re-establish all hosting operations in an appropriately functioning secondary server or location.
- Periodically review and validate Contractor's backup procedures, and periodically validate the accuracy and integrity of the backup data. Contractor shall provide a written report of any inaccuracies and inconsistencies in a format approved by County.

#### Data Replication Across Data Centers

County Data shall be stored on redundant applications and database hardware in Contractor Primary Data Center and replicated to Contractor Secondary Data Center. Data security shall be provided as required by Exhibit K (Information Security and Privacy Requirements). Host Environment shall provide redundancy at all tiers of the environment, redundant clustered firewalls with redundant Internet connections, running industry standard secure inspection, and analysis software. There shall be no data loss due to environmental failures or catastrophic disk failures, except for un-replicated/un-committed transactions. Contractor shall utilize replication, shadowing, and snap-shot technologies between physical systems and Hosted Environment. In the event of a significant Contractor Primary Data Center failure, a failover to the Contractor Secondary Data Center shall be completed. A restoration to the primary environment shall occur at a mutually agreeable time between the Contractor and County.

#### Disaster Recovery

As part of Hosting Services and Support Services, Contractor shall also be responsible for Disaster Recovery Services and update of its formal Disaster Recovery/Business Continuity. See Exhibit A (Statement of Work and Attachments) and this Exhibit K.

Contractor or County may declare an event a Disaster. Upon occurrence of a Disaster, Contractor shall provide the services outlined in the Disaster Recovery/Business Continuity Plan. Contractor shall be subject to the following service level requirements as part of Disaster recovery, which shall be contained in and are incorporated into the Disaster Recovery/Business Continuity Plan agreed upon pursuant to Exhibit A (Statement of Work and Attachments) or as updated pursuant to this Contract.

1. Contractor shall have complete responsibility for restoration of the System.
2. In the event of a Disaster declaration, Contractor shall be required to maintain regular and consistent communication with County about the outage and steps taken to restore the System.

3. Contractor shall be required to make a declaration of a Disaster and invoke the Disaster Recovery/Business Continuity Plan within twelve (12) hours from the disruption of the Hosted Environment for Production Use or precipitating event.
4. Contractor shall restore the System to a point no greater than twenty-four (24) hours prior to the declaration of the Disaster by County or Contractor.
5. County shall be able to logon to the Disaster Recovery site within forty-eight (48) hours of the declaration of the Disaster by County or Contractor.
6. Contractor shall have a minimum 75% capacity within twenty-four (24) hours of the declaration of the Disaster by County or Contractor.
7. Contractor's failure to make a declaration of a Disaster within twelve (12) hours shall result in the incident deemed Unscheduled Downtime.

## **7. WARRANTIES**

### **7.1 General Warranties**

Contractor represents, warrants, covenants, and agrees that throughout the term of this Contract:

1. Contractor shall comply with the description and representations (including, but not limited to, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements applicable to professional software design meeting industry standards) set forth in this Contract, including Exhibit A (Statement of Work and Attachments) and this Exhibit K.
2. All System components shall interface and be Compatible with each other; and the System components, when taken together, shall be capable of delivering all the functionality as set forth in this Contract.
3. All System components shall be Compatible with the Specified Hardware and Operating Software.
4. Unless specified otherwise herein, the System shall be free from all material Deficiencies.
5. The Support Services shall not degrade during the term of the Contract.
6. The System shall be fully Compatible with the rest of the System components and any enhancements or upgrades shall be backward compatible with the County's standard browser(s) and operating software version(s) operated on County workstations.

## 7.2 System Performance Requirements

Contractor represents, warrants, covenants and agrees that: (a) the System shall meet the System Availability requirements as further specified in this Exhibit K; (b) the System shall meet the Response Time requirements as further specified in this Exhibit when used in connection with the Specified Hardware and Specified Operating Software; and (c) Contractor and the System shall meet the Disaster Recovery requirements as further specified in this Exhibit K (collectively, the "System Performance Requirements"). All System Performance Deficiencies shall be deemed at a minimum Priority Level 2 for the purpose of the correction of Deficiencies and other County remedies to the extent that such System Performance Deficiencies meet the definition of a Priority Level 2 Deficiency.

<b>System Performance Category</b>	<b>System Performance Requirement</b>
System Availability	99.9%
Response Time Baseline	For each page of the System, an average Response Time of three (3) seconds, as measured from the Hosted Environment.
Disaster Recovery	Pursuant to the provisions and requirements of Exhibit K.

The following criteria shall be applied with regards to System Performance Requirements:

1. System Availability shall be calculated as follows:  

$$\text{System Availability} = (\text{Total Monthly Time} - \text{Unscheduled Downtime}) \div \text{Total Monthly Time}$$
2. Contractor will not be responsible for performance within the Los Angeles network (LANET) or to the extent caused by County's acts or omissions.



### 7.3 **Response Time Monitoring**

Contractor shall implement and maintain a method to monitor Response Time from the Hosted Environment. In the event County reports any Response Time Deficiency in any month, Contractor shall measure the Response Time from the Hosted Environment for three (3) periods of Response Time measurement: Business Hours and Off-Business Hours. Response Time measurement shall be calculated using a simple average method for each of the three (3) periods of Response Time measurement as provided below. Contractor shall provide County a written report with respect to the month summarizing the results of Contractor's Response Time monitoring.

## 8. **REMEDIES**

### 8.1 **General**

Credits shall accrue for Unscheduled Downtime in accordance with the Service Credits set forth in Section 8.2 below, including Contractor's failure to meet the System Availability requirements and/or Response Time requirements (hereinafter "Service Credit(s)"). For purposes of assessing Service Credits and this Exhibit, "Unscheduled Downtime" shall mean the total amount of time during any calendar month, measured in minutes, during which the System has a Major Deficiency that is unresolved by Contractor, excluding Scheduled Downtime.

### 8.2 **Service Credits**

Without limiting any other rights and remedies available to County, either pursuant to this Contract, by law or in equity, County shall be entitled to Service Credits calculated based on the length of Unscheduled Downtime as provided below, subject to the Dispute Resolution Procedure.

Service Credits will not be assessed for Scheduled Downtime.

#### a. **Service Credits for Unscheduled Downtime:**

Length of Continuous Unscheduled Downtime	Service Credits
3.6 hours or more but less than 6 hours	10% of monthly invoice
6 hours or more but less than 12 hours	20% of monthly invoice
12 hours or more but less than 24 hours	40% of monthly invoice
24 hours or more	100% of monthly invoice

**b. Service Credits for Resolution Goal Failures:**

Failure Percentages	Service Credits
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 99% of the time.	2% of monthly invoice
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 95% of the time.	3% of monthly invoice
Failure to achieve a Resolution Goal for any Severity Level 1, 2 or 3 in each calendar month 92% of the time.	5% of monthly invoice

If a Deficiency results in both Unscheduled Downtime and Resolution Goal Failure in accordance with Section 8.2(a) and (b) above, then County will only receive the greater of the two (2) Service Credits, i.e., Service Credits will not be cumulative for the same Deficiency.

Service Credits shall be calculated separately for each applicable incident of a Deficiency and shall be added up to be assessed at the end of each month of Support Services. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from any amounts due to Contractor under the Contract or if at the expiration or termination of the Contract, paid by Contractor in cash.

**8.3 Response Time Deficiencies**

A Response Time Deficiency that fits the definition of a Major Deficiency as a Priority Level 1 or Priority Level 2 shall be deemed to cause Unscheduled Downtime and shall entitle County to assess Service Credits as provided in Section 8.2 (Service Credits) above. In addition, the System shall be deemed to be experiencing Unscheduled Downtime after thirty (30) days of any Response Time Deficiency unresolved by Contractor, entitling County to assess Service Credits in accordance with Section 8.2 above. Contractor shall keep County informed of the progress of the Response Time problem with the objective of providing a solution as quickly as possible.

**9. WITHHOLDING OF SERVICES**

Contractor warrants that during the term of the Contract it will not withhold Services provided hereunder, for any reason, including but not limited to a dispute between the parties arising under this Contract.

**EXHIBIT L**  
**CALIFORNIA DCSS CONFIDENTIALITY AND INFORMATION**  
**PRIVACY AND SECURITY REQUIREMENTS**

This Confidentiality and Information Privacy and Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the <<COUNTY>> Local Child Support Agency (hereinafter "LCSA"), pursuant to Contractor's Agreement with LCSA. (Such personal, confidential, and sensitive information is referred to herein as "LCSA PCSI".) LCSA and Contractor desire to protect the privacy and provide for the security of LCSA PCSI pursuant to this Exhibit and in compliance with state and federal laws applicable to the LCSA PCSI.

- I. Order of Precedence: With respect to information privacy and security requirements for all LCSA PCSI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and LCSA, including Exhibit A (Statement of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect On Lower Tier Transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to LCSA PCSI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of LCSA, pursuant to Contractor's Agreement with LCSA. When applicable, Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of this Agreement between Contractor and LCSA, including this Exhibit, the following definitions shall apply:
  - A. Breach: "Breach" means, including but not limited to:
    1. the unauthorized acquisition, access, use, or disclosure of LCSA PCSI in a manner which compromises the security, confidentiality, or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision(f).
  - B. Confidential Information: "Confidential information" means that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government Code or any other applicable state or federal laws; or
  2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by LCSA.
- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCSI: "PCSI" means "personal information," "confidential information," and "sensitive information" (as these terms are defined herein).
- E. Personal Information: "Personal information" means information, in any medium (including but not limited to paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: "Security Incident" means:
1. a suspected breach; or
  2. the suspected or successful unauthorized access, disclosure, modification, or destruction of LCSA PCSI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and LCSA, including this Exhibit; or

3. the suspected or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of LCSA PCSI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission involving LCSA PCSI. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Federal Tax Information: "Federal Tax Information" means information in any medium (paper, electronic, oral) that:

1. consists of federal tax returns and return information (and information derived from it) that is in the agency's possession or control which is covered by the confidentiality protections of the Internal Revenue Code (IRC) and subject to the IRC 6103(p)(4) safeguarding requirements including Internal Revenue Service (IRS) oversight;
2. is categorized as Sensitive But Unclassified information and may contain personally identifiable information;
3. includes return or return information received directly from the IRS or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services, or another entity acting on behalf of the IRS pursuant to an IRC 6103(p)(2)(B) Agreement; and
4. includes any information created by the recipient that is derived from federal return or return information received from the IRS or obtained through a secondary source.

H. Sensitive Information: "Sensitive Information" is information maintained by the LCSA, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of LCSA.

I. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

- IV. Disclosure Restrictions: Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any LCSA PCSI. Contractor shall not disclose, except as otherwise specifically permitted by the Agreement between Contractor and LCSA (including this Exhibit), any LCSA PCSI to anyone other than LCSA personnel or programs without prior written authorization from the LCSA Contract Manager/Administrator, except if disclosure is required by state or federal law.
- V. Use Restrictions: Contractor and its employees, agents, and subcontractors shall not use any LCSA PCSI for any purpose other than performing Contractor's obligations under its Agreement with LCSA.
- VI. Safeguards: Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of LCSA PCSI, including electronic or computerized LCSA PCSI. Contractor safeguards shall comply with guidelines and requirements contained in the IRS Publication 1075 at each location where LCSA PCSI exists under Contractor's control. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities in performing its Agreement with LCSA, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Upon request, Contractor shall provide or allow LCSA to view current and updated policies.
- VII. Security: Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing LCSA PCSI. Policies, practices, and controls implemented by Contractor must meet the guidelines and requirements contained in the IRS Publication 1075. These steps shall include, at a minimum, complying with all the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where LCSA PCSI is located, Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with LCSA on matters concerning this Exhibit.
- IX. Training: Contractor and its employees, agents or subcontractors who are onboarded to work within LCSA network will receive security awareness training within LCSA; otherwise, Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's Agreement with LCSA, including this Exhibit, or otherwise use or disclose LCSA PCSI. Workforce members shall not begin work or have access to LCSA information until they have completed this training.

- A. Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
  - B. Contractor shall retain each workforce member's certifications for LCSA inspection for a period of five years following contract termination or completion.
  - C. Contractor shall provide LCSA with its workforce member's certifications within five business days of a request by LCSA for the workforce member's certifications.
- X. Employee and Workforce Member Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to LCSA of Breach or Security Incident: Contractor shall notify LCSA **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within 24 hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to LCSA immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves LCSA PCSI in electronic or computerized form, notification to LCSA shall be provided by calling the LCSA Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to Contractor, or, by exercising reasonable diligence would have been known to Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member of Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and



2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29. (California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f), and State Administrative Manual (SAM) section 5340, Incident Management.)
- B. Investigation of Breach and Security Incidents: Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer of:
1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  2. a description of the unauthorized persons known or reasonably believed to have improperly used the LCSA PCSI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the LCSA PCSI, or to whom it is known or reasonably believed to have had the LCSA PCSI improperly disclosed to them; and
  3. a description of where the LCSA PCSI is believed to have been improperly used or disclosed; and
  4. a description of the probable and proximate causes of the breach or security incident; and
  5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: Contractor shall provide a written report of the investigation to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the LCSA PCSI, Contractor shall, at its sole expense, and at the sole election of LCSA, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the LCSA Chief Information Security Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
  2. cooperate with and assist LCSA in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the LCSA PCSI, Contractor shall, at its sole expense, and at the sole election of LCSA, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the LCSA Chief Information Security Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
  2. cooperate with and assist LCSA in its submission of a sample copy of the notification to the Attorney General.
- F. LCSA Contact Information: To direct communications to the above referenced LCSA staff, Contractor shall initiate contact as indicated herein. LCSA reserves the right to make changes to the contact information below by written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>LCSA Contract Manager/Administrator</b>	<b>LCSA Chief Information Security Officer</b>
Refer to the Scope of Work	Chief Information Security Officer Information Security Office <<County>> Local Child Support Agency Address 1 Address 2 Email: Telephone:

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to LCSA or (at the direction of LCSA) to an individual such disclosures of LCSA PCSI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for LCSA PCSI by Third Parties: Contractor and its employees, agents, or subcontractors shall promptly transmit to the LCSA Contract Manager/Administrator all requests for disclosure of any LCSA PCSI requested by third parties to the Agreement between Contractor and LCSA (except from an individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Notification of Requests by Other Entities of LCSA PCSI: If Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a "Request"), seeking LCSA PCSI, it will promptly notify LCSA and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.
- XV. Audits, Inspection, and Enforcement: LCSA may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor will allow audits or inspections by individuals authorized by the LCSA ISO at Contractor premises during regular business hours, with 24-hour notice for purposes of determining compliance with the terms of this Agreement. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the LCSA Contract Manager/Administrator in writing.
- XVI. Return or Destruction of LCSA PCSI on Expiration or Termination: Upon expiration or termination of the Agreement between Contractor and LCSA for any reason, Contractor shall securely return or destroy the LCSA PCSI within 15 days of the expiration or termination of the Agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within 15 days to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, LCSA PCSI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the LCSA PCSI or returns the LCSA PCSI to LCSA; provided however, that on expiration or

termination of the Agreement between Contractor and LCSA, Contractor shall not further use or disclose the LCSA PCSI except as required by state or federal law.

C. Notification of Election to Destroy LCSA PCSI: If Contractor destroys the LCSA PCSI, Contractor shall certify in writing, to the LCSA Contract Manager/Administrator and the LCSA Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the LCSA PCSI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of LCSA PCSI.
- XVIII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the Agreement between Contractor and LCSA, available to LCSA at no cost to LCSA to testify as witnesses, in the event of litigation or administrative proceedings being commenced against LCSA, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XIX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than LCSA or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXI. Survival: If Contractor does not return or destroy the LCSA PCSI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XII of this Exhibit shall survive the completion or termination of the Agreement between Contractor and LCSA.

## ATTACHMENT 1 CONTRACTOR DATA SECURITY STANDARDS

### 1. General Security Controls

- A. **Confidentiality Statement.** Contractor Project Representative and Information Security Officer must sign a confidentiality statement (Attachment 2 to this Exhibit). All persons that will be working with LCSA PCSI must sign a Confidentiality Statement (See example in Attachment 3 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member **prior** to access to LCSA PCSI. The statement must be renewed annually. Contractor shall retain each person's confidentiality statement for LCSA inspection for a period of three years following contract termination.
- B. **Workstation/Laptop Encryption.** All workstations, laptops, and devices (including smart phones) that process and/or store LCSA PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk.
- C. **Server Security.** All servers containing LCSA PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- D. **Minimum Necessary.** Only the minimum necessary amount of LCSA PCSI required to perform necessary business functions may be copied, downloaded, or exported.
- E. **Removable Media Devices.** All electronic files that contain LCSA PCSI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices tapes, etc.). PCSI must be encrypted, at a minimum, using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- F. **Antivirus Software.** All workstations, laptops, and other systems that process and/or store LCSA PCSI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- G. **Patch Management.** All workstations, laptops, and other systems that process and/or store LCSA PCSI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented

patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, emergency (vulnerability and active exploit) patches must be applied immediately, while critical (vulnerability and no exploit known) patches must be applied within 30 days. At a maximum, all other applicable patches must be installed within 90 days of vendor release.

H. **User IDs and Password Controls.** All users must be issued a unique username. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared; must not be stored in readable format on the computer; must be changed every 60 days for privileged accounts or 90 days for non-privileged accounts; and must be changed if revealed or compromised.

1) Enforce a minimum password complexity of:

- Fifteen characters
- At least one numeric and at least one special character
- A mixture of at least one uppercase and at least one lowercase letter

2) Enforce password minimum lifetime restriction of one day.

3) Prohibit password reuse for 24 generations.

4) Allow the use of a temporary password for system logon requiring an immediate change to a permanent password.

5) Enforce password-protect system initialization (boot settings).

I. **Data Sanitization.** All LCSA PCSI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the LCSA PCSI is no longer needed.

J. **Unique Identification.** Contractor's network security architecture must be able to uniquely identify all access to LCSA PCSI obtained and used in the performance of this Agreement.

K. **Secure Areas.** Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the Agreement.

## 2. System Security Controls

A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 15 minutes of inactivity.

- B. **Warning Banners.** All systems containing LCSA PCSI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for LCSA PCSI, or which alters LCSA PCSI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If LCSA PCSI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence, seven years for systems storing or transmitting FTI.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of LCSA PCSI outside Contractor's secure internal network must be encrypted using a FIPS 140-3 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing LCSA PCSI can be encrypted. This requirement pertains to any type of LCSA PCSI in motion such as website access, file transfer, and email.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting LCSA PCSI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing LCSA PCSI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing LCSA PCSI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing LCSA PCSI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

#### 4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic LCSA PCSI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup LCSA PCSI to maintain retrievable exact copies of LCSA PCSI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore LCSA PCSI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of LCSA data.

#### 5. Paper Document Controls

- A. **Supervision of Data.** LCSA PCSI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. LCSA PCSI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where LCSA PCSI is contained shall be escorted and LCSA PCSI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** LCSA PCSI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the LCSA PCSI is no longer needed.
- D. **Removal of Data.** LCSA PCSI must not be removed from the premises of the Contractor except with express written permission of LCSA.
- E. **Faxing.** Faxes containing LCSA PCSI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** LCSA PCSI shall only be mailed using secure methods. Large volume mailings of LCSA PCSI shall be by a secure, bonded courier with a signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a LCSA approved solution.



**ATTACHMENT 2****<<COUNTY>> LOCAL CHILD SUPPORT AGENCY****CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the <<COUNTY>> Local Child Support Agency (LCSA) and provided to Contractor may contain personal, confidential and/or sensitive information (PCSI) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the PCSI of LCSA is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but are not limited to the Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §7920.000 et seq., California Penal Code §502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164, the California Welfare and Institutions Code §10850, Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50, Safeguarding and Disclosure of Confidential Information – 45 CFR Part 303.21, Title 26 United States Code sections 7213(a), 7213A, and 7431, California Family Code §17212, California Unemployment Insurance Code §1094, §2111 and §2122, and California Revenue and Taxation Code §7056 and §19542. Contractor agrees to comply with the laws applicable to the LCSA PCSI received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement and must be signed and renewed on an annual basis.

**Contractor Project Representative**

Name (Printed): \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

Contractor Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): \_\_\_\_\_

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

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

**CONFIDENTIALITY STATEMENT****ATTACHMENT 3**

DCSS 0593 (01/17/18)

The Department of Child Support Services (DCSS) is responsible for securing Child Support information. DCSS takes this responsibility seriously. The information below describes serious consequences you are subject to in the event that you unlawfully access or disclose Child Support information. Child Support information includes data that is obtained from numerous organizations including, but not limited to: the Internal Revenue Service, the California Franchise Tax Board, the California Employment Development Department, and the California State Board of Equalization. This information is confidential. Child Support information also includes DCSS plans, processes, procedures, memoranda, correspondence, research documents, and statistical analysis concerning the DCSS Child Support Program. This information may be confidential. Confidential information in any form (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc.) is not public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. DCSS strictly enforces information security. If you violate DCSS confidentiality policies, you may be subject to administrative, civil, and or criminal action.

You may only access confidential information if you have a specific Child Support business need for that information. You may only disclose confidential information to other individuals that have a specific Child Support business need for that information. If you access confidential information without a Child Support business need or if you disclose confidential information to another person that does not have a Child Support business need, you may be subject to discipline by your department, termination of your or your employer's contract, criminal fines, or imprisonment.

- Fines for confidentiality violations range from \$1,000 to \$20,000.
- Imprisonment for confidentiality violations ranges from 1 year to 5 years.
- In addition, you may be liable for damages to persons injured by your confidentiality violation.

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

**READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW**

\_\_\_\_\_ I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.

\_\_\_\_\_ I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.

\_\_\_\_\_ I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me.

\_\_\_\_\_ I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business-related reason is a crime under state and federal laws.

\_\_\_\_\_ I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

\_\_\_\_\_ I hereby agree to protect Child Support information in any form, (e.g., paper, CDs, DVDs, computer drives, mobile computing devices, etc.) by:

- Accessing Child Support information only as needed to perform my Child Support business duties.
- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

\_\_\_\_\_ I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

\_\_\_\_\_ I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

**I certify that I have read and initialed the confidentiality statements printed above.**

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT EMPLOYER'S FULL NAME

\_\_\_\_\_  
DATE

**EXHIBIT L.1**  
**INTERNAL REVENUE SERVICE (IRS)**  
**REQUIRED CONTRACT LANGUAGE**

The source of this IRS required contract language is: IRS Publication 1075 "Tax Information Security Guidelines for Federal, State and Local Agencies and Entities" – Exhibit 7 (November 2021).

**Note:** For the purpose of this section, the "Contractor" is the state agency or entity receiving the Federal Tax Information and "agency" is <<COUNTY>> Local Child Support Agency. The IRS requires this contract language to be included in any contracts for processing, handling, storing, destructing, or transmitting Federal Tax Information.

**I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor.
- (2) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the Contractor or the Contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The Contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the Contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "Contractor" includes any officer or employee of the Contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the Contractor fails to meet the terms of FTI safeguards described herein.

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of

any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1. (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a Contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A Contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a Contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the Contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. 203

### **III. INSPECTION**

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

**EXHIBIT L.2**  
**INTERNAL REVENUE SERVICE (IRS) INADVERTENT ACCESS**

Note: The following contract language is for inclusion in service Agreements with contractors with inadvertent or incidental access to Federal Tax Information (FTI), i.e., guards, janitors, process server, or similar.

For the purpose of this section, the "Contractor" is the state agency or entity receiving the Federal Tax Information and "agency" is the <<COUNTY>> Local Child Support Agency. The IRS requires this contract language to be included in any contracts for processing, handling, storing, destructing, or transmitting Federal Tax Information.

In performance of this contract, the Contractor will not be given access to FTI. However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-I.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(I), which is made applicable to contractors by 5 U.S.C. 552a(m)(I), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The Contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Contractor should not wait to conduct an internal investigation to determine if FTI was involved.

September 02, 2025

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2025-26  
4 - VOTES

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	281,000	INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	281,000
CHILD SUPPORT SERVICES A01-CD-96-9911-14280 OPERATING TRANSFERS IN INCREASE REVENUE	281,000	CHILD SUPPORT SERVICES A01-CD-2000-14280 SERVICES & SUPPLIES INCREASE APPROPRIATION	825,000
CHILD SUPPORT SERVICES A01-CD-90-9071-14280 FEDERAL - CHILD SUPPORT SERVICES INCREASE REVENUE	544,000		
SOURCES TOTAL	\$ 1,106,000	USES TOTAL	\$ 1,106,000

JUSTIFICATION

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses for a project total of \$825,000 and increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

31 September 2, 2025

William Leung

Digitally signed by William Leung  
Date: 2025.07.31 15:03:59 -07'00'

AUTHORIZED SIGNATURE

WILLIAM LEUNG, PRINCIPAL ANALYST CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

  
EDWARD YEN  
EXECUTIVE OFFICER

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---

☐ ACTION

☒ RECOMMENDATION

Andrea  
BY Turner

Digitally signed by  
Andrea Turner  
Date: 2025.08.01  
08:31:33 -07'00'

AUDITOR-CONTROLLER

B.A. NO. 012

DATE 8/1/25



APPROVED AS REQUESTED



APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Michael J.  
BY Martinez

Digitally signed by  
Michael J. Martinez  
Date: 2025.08.01  
09:42:22 -07'00'

DATE 8/1/25



STATE/SUPPLEMENTAL BUDGET REQUEST ADJUSTMENT  
FY 2025-26

9/2/2025

Cluster

CHILDREN AND FAMILIES WELL BEING

Type of Change

BUDGET ADJUSTMENT

Department Impacted

CHILD SUPPORT SERVICES

Program Impacted

CHILD SUPPORT ENFORCEMENT

Funding Type

ONE-TIME

Type of Adjustment

REVENUE OFFSET FUNDING

Change in Budgeted Positions

0

Votes

4

Justification

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses, additionally increase the federal match revenue by \$544,000 for a project total of \$825,000. Increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

Sources (Increase Revenue / Decrease Appropriation)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	281,000
A01	CD	14280		CHILD SUPPORT SERVICES	96	9911	OPERATING TRANSFERS IN	281,000
A01	CD	14280		CHILD SUPPORT SERVICES	90	9071	FEDERAL - CHILD SUPPORT SERVICES	544,000
								1,106,000

Uses (Increase Appropriation / Decrease Revenue)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	281,000
A01	CD	14280		CHILD SUPPORT SERVICES		2000	SERVICES & SUPPLIES	825,000
								1,106,000

Appropriation	825,000
Intrafund Transfers	-
Revenue	825,000
Net County Cost	-

Explanation of change

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund to reallocate \$281,000 from Services and Supplies to Other Financing Uses, additionally increase the federal match revenue by \$544,000 for a project total of \$825,000. Increase the Child Support Services Department's Services and Supplies appropriation and revenue in the amount of \$825,000 for the implementation of an e-filing platform with GreenCourt Legal Technologies, LLC (GreenCourt).

Manager, CEO Approval

# SOLE SOURCE CHECKLIST

Department Name: Child Support Services



New Sole Source Contract



Sole Source Amendment to Existing Contract

Date Existing Contract First Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Michael J. Martinez Digitally signed by Michael J. Martinez  
Date: 2025.07.31 15:13:15 -07'00'

Chief Executive Office

Date

## **Sole Source Justification**

GreenCourt Legal Technologies, LLC for GovLink System and Services

Term:

Implementation and Support \$825,000 (9/2/2025 to 6/30/2026) and

Support and Maintenance \$745,000 (7/1/2026 to 6/30/2027)

Plus five 1-year options to renew

### **1. What is being requested?**

Approval to enter a Sole Source contract with GovLink, a SaaS solution and Electronic Filing Service Provider (EFSP).

This is necessary to meet the Los Angeles Superior Court's (LASC) mandate that the Los Angeles County Child Support Department (CSSD) e-file 100% of their court documents starting 10/5/2025. Code of Civil Procedure §1010.6 (g) allows the trial court, by local rule, to require electronic filing in civil actions.

GovLink is an approved EFSP with the Los Angeles Superior Court, allowing CSSD to meet the court's requirement that all documents be electronically filed by 10/5/2025. Additionally, GovLink's product is tailored to CSSD's needs and contains services beyond the ordinary e-filing provider. GovLink will modernize CSSD's work by providing flexible electronic editing and signature capabilities, creating dashboards and reports to identify opportunities for process improvement, and providing a document workflow management system to streamline document creation and review and approval processes.

### **2. Why is the product needed – how will it be used?**

CSSD presently uses the State's Child Support Enforcement System (CSE) to e-file documents. CSE not only lacks the ability to e-file **all** legal documents (as will be required by the LASC) but often requires manual workarounds as a pre-cursor to electronic filing. CSE is inflexible in document creation and is without an electronic document workflow process. Indeed, as a workaround, documents must sometimes be printed and passed around from desk-to-desk for review and wet signature. Only after that can the document be uploaded for e-filing. There is also no mechanism for tracking documents before they are e-filed and CSE's one e-filing report does not provide sufficient data for process improvement.

As mentioned above, GovLink offers a solution to all these problems.

### **3. Is this brand of product the only one that meets the user's requirements?**

While there are many EFSP providers, none currently tailors its services to the Title IV-D child support program as described above. The State of Georgia and South Dakota have acquired GovLink for its child support program. The child support agencies for Kings County and Alameda have entered into sole source contracts for GovLink.

#### **4. Have other products or vendor been considered?**

In January of 2025, a review was done for the 134 EFSP (approved by the LASC) for these CSSD service requirements:

- Ability to e-file documents with the LASC
- Document generation capability
- Document editing capability
- Document signature capability
- Internal document workflow
- Robust reporting and notification capability.

A review of the 134 EFSP's websites showed that all were able to e-file, but few were able to meet any of the other requirements. Only one provider seemed to check off several requirements, but a telephone call confirmed that their system did not allow for editing or a workflow process. Only GovLink could meet CSSD's requirements.

#### **5. Will purchase of this product avoid other costs?**

CSSD would have to use multiple systems to accomplish what it can in one system, GovLink. For example, CSSD would have to purchase licenses (such as Adobe Acrobat) to allow its over 1,000 users to edit and sign documents prior to e-filing. It would also have to purchase a service that could be built and tailored to CSSD's requirement for an electronic workflow, complete with alerts and reports. Most importantly, that service would also have to be EFSP approved by the LASC. GovLink is the only service provider that CSSD could find to possess all these capabilities. CSSD estimates that it would save 1000 hours per week on document processing.

#### **6. Is this product proprietary or available from other dealers?**

As discussed above, this product is not available from other dealers.

#### **7. Reasonableness of price. Does County obtain a percentage discount or a special discount not available to the private sector?**

The County does not obtain a percentage discount or special discount. GovLink is specifically tailored to governmental agencies and is not used by the private sector.

#### **8. What is the dollar value of the existing equipment?**

Non-Applicable. Since GovLink is a SaaS solution, no equipment is necessary for purchase outside equipment already being used by CSSD.



Peter Loo  
CHIEF INFORMATION OFFICER

## CIO ANALYSIS

BOARD AGENDA DATE:

9/2/2025

**SUBJECT:**

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH GREENCOURT LEGAL TECHNOLOGIES, LLC FOR GOVLINK SYSTEM AND SERVICES AND APPROVE AN APPROPRIATION ADJUSTMENT FISCAL YEAR (FY) 2025-2026.**

**CONTRACT TYPE:**

☒ New Contract    ☒ Sole Source    ☐ Amendment to Contract #:

**SUMMARY:** The Child Support Services Department (CSSD) seeks approval and delegated authority to execute a sole source contract with GreenCourt Legal Technologies, LLC for provisioning, hosting, and support for GovLink, a proprietary Software-as-a-Service (SaaS), document workflow and e-filing platform.

**PURPOSE/BACKGROUND:** The primary purpose of obtaining GovLink is to comply with the Los Angeles Superior Court's 100% e-filing mandate by October 5, 2025, and to leverage GovLink's automated e-filing document workflow management system. On average, CSSD processes over 171,084 court documents annually. A little more than half of those is filed by a lengthy paper-filing process, and the other is e-filed through the statewide California Child Support Enforcement (CSE) system. CSE e-filing capabilities are limited in their automated workflow functionality and have a limited number of judicial council form sets that can be e-filed. The State Department of Child Support Services (DCSS) has not provided any time frame to meet the Los Angeles Superior Court's requirement. Additionally, CSSD does not currently have an automated document workflow management system to prepare, process, submit, and track the status of court e-filings, which would better manage the high volume of court documents CSSD files on an annual basis.

**SELECTION:** The department has elected a sole source contract with GreenCourt and has provided a sole source justification. The contract negotiation started on June 23, 2025, and ended on July 21, 2025. Outside Counsel, assigned by County Counsel, was involved in contract negotiations. Additionally, DCSS has provided approval for CSSD to proceed with acquiring GreenCourt GovLink, pending approval from the LA County Board.

**AMOUNT AND CONTRACT TERM:** The total contract amount is **\$5,295,000**. The term duration is for a ten-month implementation with support services, followed by an initial one-year term for support services, with five one-year optional renewals. This is a total of six years and ten months if all the year options are exercised.

**FUNDING SOURCE:** CSSD has the opportunity to secure a 2:1 funding match from Federal to state/local funding. While the total implementation costs are \$825,000, CSSD requested \$281,000 from the Information Technology Fund (ITF) to cover 34% of the one-time implementation costs. The other \$544,000 (66%) will be covered by funds from the Federal Financial Participation (FFP) match. Ongoing

costs for support services in subsequent years will be obtained by leveraging the Welfare Recoupment Fund (34%) and funds from the FFP (66%).

#### FINANCIAL ANALYSIS:

##### Implementation Costs (September 2, 2025 – June 30, 2026):

###### Phase 1 Implementation Services<sup>1</sup>

Project Kickoff .....	\$	128,764.00
Discovery, Configuration, and Development .....	\$	161,250.00
System Integration.....	\$	82,500.00
Testing.....	\$	58,750.00
Deployment .....	\$	0.00 <sup>2</sup>
Training .....	\$	57,486.00
System Acceptance .....	\$	100,000.00 <sup>3</sup>
<b>Subtotal Phase 1 Implementation Services Costs .....</b>	<b>\$</b>	<b>588,750.00</b>

###### Phase 2 Implementation Services<sup>1</sup>

Project Kickoff .....	\$	0.00 <sup>2</sup>
Discovery, Configuration, and Development .....	\$	30,000.00
System Integration.....	\$	41,250.00
Testing.....	\$	0.00 <sup>2</sup>
Deployment .....	\$	0.00 <sup>2</sup>
Training .....	\$	0.00 <sup>2</sup>
System Acceptance .....	\$	165,000.00 <sup>3</sup>
<b>Subtotal Phase 2 Implementation Services Costs .....</b>	<b>\$</b>	<b>236,250.00</b>

**Total Implementation Costs (Phase 1 + Phase 2)..... \$ 825,000.00**

##### Ongoing Annual Costs:

###### Support Services<sup>4</sup>

Initial Term (July 1, 2026 – June 30, 2027).....	\$	745,000.00
Optional Year 1 (July 1, 2027 – June 30, 2028) .....	\$	745,000.00
Optional Year 2 (July 1, 2028 – June 30, 2029) .....	\$	745,000.00
Optional Year 3 (July 1, 2029 – June 30, 2030) .....	\$	745,000.00
Optional Year 4 (July 1, 2030 – June 30, 2031) .....	\$	745,000.00
Optional Year 5 (July 1, 2031 – June 30, 2032) .....	\$	745,000.00

**Total Ongoing Annual Costs ..... \$ 4,470,000.00**

**Total Contract Costs (Implementation + Ongoing) ..... \$ 5,295,000.00**

#### Notes:

<sup>1</sup> Payments are made upon completion of each implementation service line item.

<sup>2</sup> Zero charge was deliberately put in place to postpone payment for overlapping work to be completed upfront.

<sup>3</sup> Support Services are included in the line item as part of the implementation costs.

<sup>4</sup> The initial term and optional renewal years will be paid quarterly at \$186,250, totaling \$745,000 for each year.

#### RISKS:

- Project Management and Governance** – To ensure a successful project, the Office of the Chief Information Officer (OCIO) recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage

## Approval to Execute Sole Source Contract with GreenCourt Legal Technologies, LLC

contractor performance, and to represent the needs of the CSSD business users. CSSD has identified a dedicated team to coordinate within the department and the contractor on the implementation of the solution, as well as the ongoing support needs thereafter. The contractor is required to assign a dedicated project director and project manager to work with the CSSD team.

2. **Contractor Performance and Project Timeline**– Due to the Los Angeles Superior Court mandate for all child support court filings to be e-filed by October 5, 2025, an aggressive timeline for implementation was developed to meet the mandate. The implementation plan has deliverables split into two phases. Phase 1 involves implementing core e-filing requirements and integration with the LA Superior Court to prepare, submit, and track court e-filings. Phase 2 will focus on additional features, such as automation, workflow enhancements, additional template creation, etc. Phase 1 and Phase 2 are expected to be completed by October 5, 2025, and December 31, 2025, respectively. Due to the aggressive timeline, provisions in the contract were put in place to incentivize performance. Service credits, as a form of compensation, will be credited back to CSSD for issues that may arise, such as late delivery, significant holdbacks, or unscheduled downtime. Provisions are also in place to postpone payment for support services if CSSD determines that the service or deliverables are unsatisfactory or do not meet expectations.
3. **Information Security and Privacy Review** – The Office of the Chief Information Security Officer (OCISO) and the Departmental Information Security Officer (DISO) have reviewed the contract and statement of work and have determined the overall security risk is low with no security issues being identified.
4. **Contract Risks** – No contract risks have been identified. Outside Counsel, assigned by County Counsel, participated in the negotiation and approved the Contract as to form.

PREPARED BY:



8/14/2025

CHRIS PALTAO, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:



8/14/2025

PETER LOO, CHIEF INFORMATION OFFICER

DATE