



**GENIE CHOUGH**  
Interim Director

## County of Los Angeles Child Support Services Department



July 21, 2026

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

Dear Supervisors:

### **REQUEST FOR DELEGATED AUTHORITY FOR THE DIRECTOR OF CHILD SUPPORT SERVICES DEPARTMENT TO EXECUTE TWO CONTRACTS FOR SERVICE OF PROCESS SERVICES**

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

#### **SUBJECT**

The County of Los Angeles Child Support Services Department (CSSD) is requesting approval to execute two (2) contracts with legal services agencies to provide service of process services for a three-year period beginning September 1, 2026, and ending August 31, 2029, with the option to extend the contracts for up to two (2) additional one (1) year periods.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that pursuant to Los Angeles County Code Section 2.121.420 that service of process services for CSSD can be performed more economically by an independent contractor than by County employees.
2. Delegate authority to the Director of CSSD or designee, to execute two (2) contracts for service of process services in substantially similar form to Attachment I, with the contractors listed in Attachment II. The contract term will be three (3) years, beginning September 1, 2026, and ending August 31, 2029, with the option to extend for up to two (2) additional one (1) year periods. The total maximum annual contract sum for the two (2) contracts is \$1.3 million and is fully funded by federal and State revenue. Funding for this contract is included in the Fiscal Year (FY) 2026-27 Budget. Funding for future years will be included in the Department's budget requests.

#### **EXECUTIVE OFFICES**

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

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

3. Delegate authority to the Director of CSSD or designee, to exercise the two (2) additional one (1) year extend options for each contract by written notice at the Director's or designee's discretion and instruct the Director of CSSD, or designee, to notify the Board and the Chief Executive Office (CEO) within ten (10) working days of issuing such notices.
4. Delegate authority to the Director of CSSD or designee, to execute contract amendments to increase the maximum annual contract sum by up to fifteen percent (15%). The price per successful serve may potentially increase due to the volatility of inflation and the possible impacts of new legislation. The Director or designee will notify your Board in writing within ten (10) business days after execution.
5. Delegate authority to the Director of CSSD or designee, to prepare and execute amendments to the service of process services contract to make changes necessitated by federal, State, or local rules, or to meet program needs, provided a) total annual payments do not exceed fifteen percent (15%) of the Board approved amount, b) sufficient funds are available, c) County Counsel approval is obtained prior to executing the amendment, and d) the Director of CSSD, or designee, notifies the Board and CEO in writing within ten (10) working days of execution of such amendments.

#### **PURPOSE/JUSTIFICATION OR RECOMMENDED ACTION**

Service of process is an essential step in CSSD's ability to achieve its efforts to establish and enforce child support orders. The current contracts for these services expire August 31, 2026. Therefore, approval is requested to execute two (2) new contracts with Precise Investigative Services, Inc., and AAA Attorney Services II, Inc., to perform service of process services for CSSD.

Under the contracts, CSSD will pay for successful service of process or when service has been attempted with due diligence. The unit cost for services ranges from \$72.00 to \$140.00 depending on the service location. Sufficient funds for the contracts are included in CSSD's FY 2026-2027 budget and will be requested in future budgets.

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

The recommended services support the County's Strategic Plan North Star 1 "Make investments that transform lives" Focus Area Goal D. "Support Vulnerable Populations" Strategy ii: "Child Safety and Family Well Being."

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

The contract terms will be for a period of three (3) years, commencing on September 1, 2026, or the day after the contracts are executed, whichever is later, with the option to extend the contracts for up to two (2) additional one (1) year periods. Each such option to extend will be exercised at the sole discretion of the Department Director or designee.

The associated cost of the contracts will be fully funded with State and federal revenues, thirty-four percent (34%) and sixty-six percent (66%), respectively. Compensation for the services for CSSD shall not exceed \$1.3 million annually, without prior approval by the Department Director for the term of the contracts.

FROM:

|         |               |
|---------|---------------|
| Federal | \$ 858,000.00 |
| State   | \$ 442,000.00 |

|                       |                 |
|-----------------------|-----------------|
| Total Program Funding | \$ 1,300,000.00 |
|-----------------------|-----------------|

TO:

AAA Attorney Services II, Inc.  
Precise Investigative Services, Inc.

|                    |                 |
|--------------------|-----------------|
| Total Contract Sum | \$ 1,300,000.00 |
|--------------------|-----------------|

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contracts meet all requirements of Chapter 2.121, et seq., of the Los Angeles County Code 2.121.380. The Auditor-Controller (A-C) certifies that the cost analysis for the proposed contracts demonstrates that contracting out for these services is cost effective. The cost analysis utilized a methodology consistent with A-C's contracting cost analysis guidelines. County Counsel and the CEO have reviewed this Board letter, and County Counsel has approved the contracts as to form.

The Department has determined that the contractors meet the requirements of the Living Wage Program (County Code Chapter 2.201) and agree to pay their full-time employees providing County services a living wage.

Contracts are recommended with two (2) contractors: Precise Investigative Services, Inc., and AAA Attorney Services II, Inc. The recommended contracts are for a three-year period beginning September 1, 2026, and include a provision to extend for up to two (2) additional one (1) year periods. All other terms of the contracts in effect at the time of extending the term will remain in effect for the duration of the extension.

There will be no impact on other County services or projects. The contracts will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There will be no change in risk exposure to the County.

The contractors are in compliance with all Board, CEO, and County Counsel requirements.

### **CONTRACTING PROCESS**

The contracting process was completed through an open competitive bid solicitation process. The Request for Proposal (RFP) was released on September 24, 2025, and was advertised in six (6) newspapers under the County's master agreement with the Daily Journal Corporation for government advertising, on the Internal Services Department (ISD) website for Los Angeles County Solicitations, and CSSD's social media and official website. Additionally, CSSD sent email notices of RFP release to ninety-three (93) prospective proposers maintained in our files. The RFP was made available for download on ISD's website.

CSSD received proposals from three (3) proposers. The proposals were reviewed by an evaluation committee consisting of CSSD Subject Matter Experts. Proposals were evaluated utilizing the informed averaging scoring methodology, and the two (2) highest ranking proposals, Precise Investigative Services, Inc., and AAA Attorney Services II, Inc., were selected.

A Proposition A cost analysis has been developed and is on file in the Department.

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

Approval of this contract will ensure current service of process services are maintained.

### **CONCLUSION**

Upon approval by the Board of Supervisors, please return an adopted copy of this Board Letter and attachments to CSSD's Contracts Manager, Andrea Barnes, at [Andrea.Barnes@cssd.lacounty.gov](mailto:Andrea.Barnes@cssd.lacounty.gov) or via mail to 5770 South Eastern Avenue, 4<sup>th</sup> Floor, Commerce, California 90040.

Respectfully submitted,



GENIE CHOUGH  
Interim Director

GC:NV:LG:cd

Attachments

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



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**SERVICE OF PROCESS SERVICES**

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- B** Pricing Schedule
- C** Contractor's Proposed Schedule (Omitted-Not Applicable)
- D** County's Administration
- E** Contractor's Administration
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- F1** Contractor Employee Acknowledgement and Confidentiality Agreement
- G** Payroll Statement of Compliance
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- J** County of Los Angeles Local Child Support Agency (LCSA) Confidentiality and Information Privacy and Security Requirements
- K** Confidentiality Statement

### **UNIQUE EXHIBITS**

- L** Contractor Employee Conflict of Interest Declaration

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND**

---

**FOR  
SERVICE OF PROCESS SERVICES**

This Contract made and entered into on the 1<sup>st</sup> day of September 2026 by and between the County of Los Angeles, hereinafter referred to as “County” and (Contractor Name), hereinafter referred to as “Contractor”. (Contractor Name) is located at (Contractor Address).

**RECITALS**

WHEREAS, the County may contract with private businesses for Service of Process Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Service of Process Services; and

**Prop A authorization:**

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract for Service of Process Services; and

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

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

## 1.0 APPLICABLE DOCUMENTS

Exhibits A through 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.

### Standard Exhibits:

|            |                                                                                                                           |
|------------|---------------------------------------------------------------------------------------------------------------------------|
| Exhibit A  | Statement of Work and Technical Exhibits                                                                                  |
| Exhibit B  | Pricing Schedule                                                                                                          |
| Exhibit C  | Contractor's Proposed Schedule (Omitted-Not Applicable)                                                                   |
| Exhibit D  | County's Administration                                                                                                   |
| Exhibit E  | Contractor's Administration                                                                                               |
| Exhibit F  | Contractor Acknowledgement and Confidentiality Agreement                                                                  |
| Exhibit F1 | Contractor Employee Acknowledgement and Confidentiality Agreement                                                         |
| Exhibit G  | Payroll Statement of Compliance                                                                                           |
| Exhibit H  | Information Security and Privacy Requirements                                                                             |
| Exhibit I  | Process Server Security Provisions                                                                                        |
| Exhibit J  | County of Los Angeles Local Child Support Agency (LCSA) Confidentiality and Information Privacy and Security Requirements |
| Exhibit K  | Confidentiality Statement                                                                                                 |

### Unique Exhibits:

|           |                                                      |
|-----------|------------------------------------------------------|
| Exhibit L | Contractor Employee Conflict of Interest Declaration |
|-----------|------------------------------------------------------|

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

## 2.0 DEFINITIONS

### 2.1 Standard Definitions

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

- 2.1.1 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.2 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.3 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.8 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 Department:** The County of Los Angeles Child Support Services Department (CSSD), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 Director:** Director of Department.
- 2.1.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.14 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.

- 2.1.15 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.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract will be **three (3) years** commencing after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to **two (2) additional one (1) year periods**, for a maximum total Contract term of **five (5) years**. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.
- 4.3** The County maintains a database that track and 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.

### **5.0 CONTRACT SUM**

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

- 5.1.1** The Contract Sum under this contract will be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services, and other work specified under this Contract. Contractor will provide services at the rates identified in Exhibit B (Pricing Schedule).
- 5.1.2** For the first contract year and each additional one (1) year period, the maximum contract sum for all contracts combined shall not exceed One Million Three Hundred Thousand Dollars (\$1,300,000.00) per year.

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

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

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

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

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

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

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

### **5.5 Invoices and Payments**

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

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

**5.5.3** The Contractor must submit the monthly invoices to the County by the **first (1<sup>st</sup>) calendar day of the month** following the month of service. No invoice will be approved for payment unless Exhibit G (Payroll Statement of Compliance) is included.

All invoices under this Contract must be submitted electronically to email: [CSSD-Contracts\\_Invoicing@cssd.lacounty.gov](mailto:CSSD-Contracts_Invoicing@cssd.lacounty.gov) or two (2) copies mailed to the following address:

Child Support Services Department  
Contracts & Procurement Management Division  
5770 South Eastern Avenue, 4<sup>th</sup> Floor

Commerce, CA 90040  
Attention: Andrea C. Barnes, Area Administrator

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

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

#### **5.5.5 Preference Program Enterprises – Prompt Payment Program**

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

### **5.6 Unresolved Disallowed Costs**

Contractor must not invoice the County for disallowed costs under the Contract. Correspondingly, the Contractor must not have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) that have been confirmed as disallowed costs by the contracting County department and remain unpaid for a period of six (6) months or more from the date of an Auditor-Controller (A-C) Report. Unless such disallowed costs are the subject of current good faith negotiations, as determined in the sole discretion of the County, non-compliance by Contractor regarding this provision will constitute a material breach of Contract and may result in termination for default, in addition to any other remedies available to the County. Further, if Contractor has been determined to have unresolved disallowed costs in excess of One Hundred Thousand Dollars (\$100,000) for longer than six (6) months since the date of the A-C Report, they will be disqualified from future County solicitations unless such disallowed costs are the subject of good faith negotiations to resolve the disallowed costs, in the sole opinion of the County, or have been resolved.

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

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

**5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor

information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

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

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

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit D (County's Administration). The County must notify the Contractor in writing of any changes as they occur.

### **6.2 County's Project Director**

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

**6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

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

### **6.3 County's Project Manager**

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

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

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

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

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

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

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

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

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

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

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

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

**7.2.3** The Contractor's Project Manager must have three (3) years, within the last five (5) years, of experience managing the Contract of a firm doing Service of Process.

**7.2.4** The Contractor's Project Manager must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Manager must be able to effectively communicate, in English, both orally and in writing.

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

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

**7.3.2** Personnel provided by the Contractor to serve legal papers must be at least nineteen (19) years of age and not a party to the action.

**7.3.3** Personnel provided by the Contractor must present a neat appearance and maintain a respectful, courteous, and helpful demeanor.

**7.3.4** Personnel provided by the Contractor must be able to read, write, speak, and understand English.

**7.3.5** Personnel provided by the Contractor must acknowledge the attorney/client privilege and be bound by the Code of Professional Responsibility.

**7.3.6** Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor's personnel used in providing services under this Contract must sign the Contractor Employee Acknowledgement and Confidentiality Agreement, Exhibit F1.

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

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

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

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

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

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

**7.5.3** Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

**7.5.4** Contractor's employees must abide by CSSD's conflict of interest policy and must recuse themselves from cases in which they have a conflict. All of Contractor's employees must submit Contractor Employee Conflict of

Interest Declaration (Exhibit L) annually and must update such declaration as conflicts arise.

## **7.6 Confidentiality**

- 7.6.1** Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5** Contractor must cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F1 (Contractor Employee Acknowledgement and Confidentiality Agreement).

## **7.7 Information Security and Privacy Requirements**

The Contractor, its officers, employees, Subcontractors, agents, and the System, as applicable, will always during the term of this Contract, comply with Exhibit H (Information Security and Privacy Requirements) and

Exhibit J (LCSA 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 J (LCSA Confidentiality and Information Privacy and Security Requirements), the parties agree if there is a conflict between a provision of Exhibit J and this Contract or Exhibit H (Information Security and Privacy Requirements), the provision that is more protective of the County or the County Data will prevail.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee or executed by the Board if required by County code, policy, or procedures. The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Child Support Services Department.
- 8.1.2** The Director or their designee or Board, may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by Child Support Services Department.

### **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 or mergers, then it should notify the County of the actual acquisitions or 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 or mergers.
- 8.2.2** The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

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

#### **8.5.1 Complaint Procedures**

- Within **ten (10) business days** after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within **five (5) business days** for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within **five (5) business days** of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within **three (3) business days** of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

- 8.6.1** In the performance of this Contract, Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to

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

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

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

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

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

### **8.8.1 Jury Service Program**

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

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

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide

that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

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

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

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

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

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

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

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

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

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

### **8.12.4 Contractor Hearing Board**

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing

Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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

#### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

#### **8.13 Contractor's Acknowledgement and Notice to its Employees of the 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 must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, the Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English](#)/ [Spanish](#)/ [Chinese](#)/ [Korean](#)) 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.

The Contractor, and its subcontractor(s), can access posters and other program material at [babysafela.org](http://babysafela.org).

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

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

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

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

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are

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

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

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

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

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

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

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

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

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

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

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

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

#### **8.20 Force Majeure**

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

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

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

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

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.22 Independent Contractor Status**

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

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

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

**8.22.4** The Contractor must adhere to the provisions stated in Sub-paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

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

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

**8.24.1** Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation

imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than **ten (10) days** prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Child Support Services Department  
Contracts & Procurement Management Division  
5770 South Eastern Avenue, 4<sup>th</sup> Floor  
Commerce, CA 90040  
Attention: Andrea C. Barnes, Area Administrator

- Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor

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

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

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

#### **8.24.4 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 effectuate such waiver.

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

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

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

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

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

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such

coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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

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

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

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

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

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

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

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

### **8.25 Insurance Coverage**

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

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least **ten (10) days** in advance of cancellation for non-payment of premium and **thirty (30) days** in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) 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.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will

not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 Liquidated Damages**

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

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

## **8.27 Most Favored Public Entity**

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

## **8.28 Nondiscrimination and Affirmative Action**

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

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

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

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

**8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race,

color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

**8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.28.6** The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this 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 Civil Rights Department 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 Notice of Disputes**

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

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

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

### **8.33 Notices**

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

### **8.34 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 (1) 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.

### **8.35 Public Records Act**

**8.35.1** 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 8.37 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code Section 7921.000 et seq.](#) 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.

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

### **8.36 Publicity**

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

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

- 8.36.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this will apply.

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

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

material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within **thirty (30) days** of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s) as stated in Section 8.37.3. Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.37.3** If, at any time during the term of this Contract or within **five (5) years** after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.37.4** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor will promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation,

records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this Paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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, must 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 materials and information prior to such time. All such materials and information must be maintained by the contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

### **8.38 Recycled Bond Paper**

Consistent with the Board's 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.

### **8.39 Subcontracting**

**8.39.1** 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.

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

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

**8.39.3** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

- 8.39.4** 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.
- 8.39.5** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6** The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7** 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.
- 8.39.8** 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:

County of Los Angeles  
Child Support Services Department  
Contracts & Procurement Management Division  
5770 South Eastern Avenue, 4<sup>th</sup> Floor  
Commerce, CA 90040  
Attention: Andrea C. Barnes, Area Administrator

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within **ninety (90) calendar days** of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of the Contractor, pursuant to [County Code Chapter 2.202](#).

**8.41 Termination for Convenience**

- 8.41.1** 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 effectuated by

notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than **ten (10) days** after the notice is sent.

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

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

**8.41.3** 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 8.37 (Record Retention and Inspection-Audit Settlement).

## **8.42 Termination for Default**

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

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

**8.42.2** In the event that the County terminates this Contract in whole or in part as provided in Section 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph.

**8.42.3** Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Section 8.42.2 if its failure to perform this Contract arises out of causes beyond

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

**8.42.4** If, after the County has given notice of termination under the provisions of Sub-paragraph 8.42 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Sub-paragraph 8.42 (Termination for Default) or that the default was excusable under the provisions of Section 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 (Termination for Convenience).

**8.42.5** The rights and remedies of the County provided in this Sub-paragraph 8.42 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 Termination for Improper Consideration**

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

**8.43.2** The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

#### **8.44 Termination for Insolvency**

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

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

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

#### **8.45 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.

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

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

#### **8.47 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.

#### **8.48 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 Subparagraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 Warranty Against Contingent Fees**

**8.49.1** 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.

**8.49.2** 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.

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

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

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

#### **8.51 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 Subparagraph 8.50 (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 [County Code Chapter 2.206](#).

#### **8.52 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](#).

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

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

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

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

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

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this Paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

#### **8.55 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.

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

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

### **8.57 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.

### **8.58 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 Five Hundred Dollars (\$500) to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 Compliance with the County's Living Wage Program**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in [Sections 2.201.010 through 2.201.100 of the Los Angeles County Code](#).

#### **9.1.2 Payment of Living Wage Rates**

- Unless the Contractor has demonstrated to the County's satisfaction either that the contractor is not an "Employer" as defined under the Program ([Section 2.201.020 of the County Code](#)) or that the contractor qualifies for an exception to the Living Wage Program ([Section 2.201.090 of the County Code](#)), the Contractor must pay its employees no less than the applicable hourly living wage rate for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below.

- For purposes of this Paragraph, “Contractor” includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will 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 Living Wage Program must be attached to the subcontract. “Employee” means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. “Full-time” means a minimum of **forty (40) hours worked per week**, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than **thirty-five (35) hours worked per week** will not, in any event, be considered full-time.
- If the Contractor is required to pay a living wage when the Contract commences, the Contractor must continue to pay a living wage for the entire term of the Contract, including any option period.
- If the Contractor is not required to pay a living wage when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor must immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor will immediately be required to commence paying the living wage and will be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor will immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
- For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, “Travel Time” will have the following two meanings, as applicable: 1) With respect to travel by an employee that is undertaken in connection with this Contract, Travel Time will mean any period during which an employee physically travels to or from a County facility if the

Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) With respect to travel by an employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time will mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

#### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor must submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports must list all of the Contractor's employees during the reporting period. The certified monitoring reports must also verify the number of hours worked and the hourly wage rate paid for each of its employees. All certified monitoring reports must be submitted on forms provided in Exhibit G (Payroll Statement of Compliance), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor must promptly provide such information. The Contractor, through one of its officers, must certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law-Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law-payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law-payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor must immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law-payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies to any labor law-payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of **twenty-four (24) hours** written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is

required to maintain all such records in California until the expiration of **four (4) years** from the date of final payment under the Contract. Authorized agents of the County must have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor must place the County-provided living wage notice at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor must also distribute the County-provided notice to each of its employees at least once per year. The Contractor must translate the notice into any other language spoken by a significant number of Contractor's employees.

#### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this Paragraph, the County will have the rights and remedies described in this Paragraph in addition to any rights and remedies provided by law or equity.

- **Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- 1) Withholding of Payment**

If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- 2) Liquidated Damages**

It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical

to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of **One Hundred Dollars (\$100) per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report.** The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

### **3) Termination**

The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Remedies for Payment of Less Than the Required Living Wage**

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency will constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

#### **1) Withholding Payment**

If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

## 2) Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of **Fifty Dollars (\$50) per employee per day for each and every instance of an underpayment to an employee.** The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

## 3) Termination

The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- **Debarment**

In the event the Contractor breaches a requirement of this Paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with [Los Angeles County Code, Chapter 2.202](#), Determinations of Contractor Non-Responsibility and Contractor Debarment.

### 9.1.8 Use of Full-Time Employees

The Contractor must assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor will not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written

authorization for the use of non-full-time employees. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor must immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees must not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor will maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor must demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

- The Contractor must offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - 1) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - 2) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six (6) months prior to the date of this Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - 3) Who is or will be terminated from their employment as a result of the County entering into this Contract.
- The Contractor will not be required to hire a retention employee who:
  - 1) Has been convicted of a crime related to the job or his or her performance; or
  - 2) Fails to meet any other County requirement for employees of a Contractor.

- The Contractor will not terminate a retention employee for the first ninety (90) days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### **9.1.12 Neutrality in Labor Relations**

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

### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

- 9.2.1** Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor will instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2** Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services, hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- 9.2.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

### **9.3 Information Security and Privacy Requirements**

Contractor must comply with the requirements set forth in Exhibit H (Information Security and Privacy Requirements).

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

The County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law, including the "Nonprofit Integrity Act of 2004", as approved and codified in California Government Code, [Sections 12580-12599.10](#), in order to protect the County and its taxpayers. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. 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 Local Small Business Enterprise (LSBE) Preference Program**

**9.5.1** 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](#).

**9.5.2** 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.

**9.5.3** 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.

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

- Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

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

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

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

**9.6.1** 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](#).

**9.6.2** 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.

**9.6.3** 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.

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

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

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

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

**9.7.1** 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](#).

**9.7.2** 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 DVBE.

**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 DVBE.

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

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

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

## **10.0 SURVIVAL**

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

Paragraph 1.0

Applicable Documents

|                    |                                                                                   |
|--------------------|-----------------------------------------------------------------------------------|
| Paragraph 2.0      | Definitions                                                                       |
| Paragraph 3.0      | Work                                                                              |
| Sub-paragraph 5.4  | No Payment for Services Provided Following Expiration - Termination of Contract   |
| Sub-paragraph 7.6  | Confidentiality                                                                   |
| Sub-paragraph 8.1  | Amendments                                                                        |
| Sub-paragraph 8.2  | Assignment and Delegation/Mergers or Acquisitions                                 |
| Sub-paragraph 8.6  | Compliance with Applicable Laws                                                   |
| 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 8.33 | Notices                                                                           |
| Sub-paragraph 8.37 | Record Retention and Inspection-/Audit Settlement                                 |
| Sub-paragraph 8.41 | Termination for Convenience                                                       |
| Sub-paragraph 8.42 | Termination for Default                                                           |
| Sub-paragraph 8.47 | Validity                                                                          |
| Sub-paragraph 8.48 | Waiver                                                                            |
| Sub-paragraph 8.56 | Prohibition from Participation in Future Solicitation(s)                          |
| Sub-paragraph 8.58 | Campaign Contribution Prohibition Following Final Decision in Contract Proceeding |
| Sub-paragraph 9.1  | Compliance with County's Living Wage Program                                      |
| Sub-paragraph 9.3  | Information Security and Privacy Requirements                                     |
| Paragraph 10.0     | Survival                                                                          |

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

**CONTRACTOR**

( \_\_\_\_\_ )

By

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

EDWARD YEN  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel

## **STANDARD EXHIBITS**

- A STATEMENT OF WORK AND TECHNICAL EXHIBITS
- B PRICING SCHEDULE
- C CONTRACTOR'S PROPOSED SCHEDULE (OMITTED-NOT APPLICABLE)
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G PAYROLL STATEMENT OF COMPLIANCE
- H INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- I PROCESS SERVER SECURITY PROVISIONS
- J COUNTY OF LOS ANGELES LOCAL CHILD SUPPORT AGENCY (LCSA) CONFIDENTIALITY AND INFORMATION PRIVACY AND SECURITY REQUIREMENTS
- K CONFIDENTIALITY STATEMENT

## **UNIQUE EXHIBITS**

- L CONTRACTOR EMPLOYEE CONFLICT OF INTEREST DECLARATION

# **EXHIBIT A**

## **STATEMENT OF WORK**

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### **TECHNICAL EXHIBITS**

- 1** Service of Process Historic Work Volume
- 2** Contract Discrepancy Report (CDR)
- 3** Performance Requirements Summary (PRS)

# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

### 1.1 Documents to be Served

**1.1.1** Contractor will perform field service of process of civil and criminal documents, including but not limited to Summons and Complaints, Supplemental Summons and Complaints, Subpoenas, Orders to Show Cause (OSC), Motions, Writs, Orders, Judgments, Summons and Uniform Support Petition (USP), Supplemental USP and Amended USP, as well as any inserts or cover letters received from Child Support Services Department (CSSD) offices. Contractor will also comply with CSSD's request to pull and re-order any document to be served and/or to print documents on various colored paper. These requirements apply to all service, whether local, In-State or Out-of-State service.

**1.1.2** The Contractor must comply with all laws, regulations, and rules of the court.

**1.1.3** The historic work volume is provided in Technical Exhibit 1.

### 1.2 Receipt of Documents

**1.2.1** Contractor must become an electronic filing recipient using the State Department of Child Support Services (DCSS) Portal for electronic delivery of service tickets and documents. DCSS loads most of the service documents to a secure server where they can be downloaded in PDF format by the Contractor. The Contractor must be able to download, print, copy, and duplicate service documents, as well as, any additional documents, in full color, as requested by CSSD.

**1.2.2** Contractor must follow CSSD procedures to securely receive electronic service documents and requests.

**1.2.3** There may be occasions when Contractor must physically pick up the service documents. For service requests that are not received via DCSS' electronic portal or otherwise received electronically from the County, the Contractor must pick up documents to be served at a time agreed upon by CSSD and the Contractor from **one (1)** or more of the following locations or an alternate location designated by CSSD:

- a.** Division 1  
7555 Van Nuys Boulevard  
Van Nuys, CA 91405  
As Needed
- b.** Division 2  
5500 S. Eastern Avenue  
Commerce, CA 90040  
As Needed
- c.** Division 3  
3179 W. Temple Avenue  
Pomona, CA 91768  
As Needed

- d. Division 4 & Division 5  
8300 S. Vermont Avenue  
Los Angeles, CA 90044  
As Needed
- e. Division 6  
42281 10<sup>th</sup> Street West  
Lancaster, CA 93534  
As Needed
- f. Intergovernmental Division  
5500 S. Eastern Avenue  
Commerce, CA 90040  
As Needed
- g. Court Operations Division  
111 N. Hill Street, Room 623  
Los Angeles, CA 90012  
As Needed
- h. Headquarters/Contracts  
5770 S. Eastern Avenue  
Commerce, CA 90040  
As Needed

**1.2.4** Pick-up schedules are subject to change as dictated by the needs of CSSD. Pick up frequencies may be reduced or increased. At the request of CSSD, the Contractor must pick up documents from the locations listed in Section 1.2.3 on the date and time scheduled.

**1.2.5** Documents are deemed received by Contractor when they are placed on the DCSS portal, electronically sent to Contractor, or physically picked up by Contractor.

### **1.3 Return of Service Documents**

**1.3.1** All signed service documents must be timely and securely delivered to CSSD in a manner and location set forth by CSSD.

**1.3.2** All signed service documents for personal, substitute, or non-service must be electronically delivered to CSSD no later than the **fifth (5<sup>th</sup>) business day** after service is completed.

- a. Should CSSD request the documents be hand-delivered, said documents must be delivered no later than the **tenth (10<sup>th</sup>) business day** after service was effected. For Out-of-State services, no later than the **twenty-fifth (25<sup>th</sup>) business day** after service was completed.

**1.3.3** Where Contractor requests an affiliate (including but not limited to the Sheriff's office) to serve documents, and the affiliate does not have the ability to electronically sign the proof of service, Contractor must physically deliver to CSSD's offices a valid proof of service from the affiliate with a wet signature within the time frames described above.

- 1.3.4 Under certain circumstances, either CSSD or the Contractor may need to make arrangements for special timeframes and special handling of individual cases. This will be arranged between the County's Contract Project Manager and employees to be designated by the Contractor.
- 1.3.5 Subpoenas, Citations, and Orders to Show Cause (OSC) must be served as expeditiously as possible and Proofs of Service electronically returned to CSSD no less than **ten (10) business days** prior to the related hearing. (Should CSSD request the documents be hand-delivered, said documents must be delivered no later than **five (5) business days** prior to the related hearing.)

#### 1.4 Status Tracking

- 1.4.1 Contractor must provide a secured website where the service requests can be tracked for status, completion, and cancellation by CSSD staff. Access shall be given to all staff requested by CSSD. From the website, CSSD should be able to: confirm that a request for service was received by the Contractor, determine the number of days the Contractor has had the document in their possession, determine whether or not service was successful, be able to distinguish between In-State and Out-of-State service requests, and view and print a PDF of the completed proof of service. The Contractor must update the website within **seventy-two (72) hours** of receipt of service documents after each service attempt or a determination of non-service.
- 1.4.2 In cases where status is requested for a service request, status must be provided within **five (5) business days** of request by CSSD for documents within California. In the case of Out-of-State documents, status must be provided within **seventeen (17) business days** of request by CSSD.

#### 1.5 Attempts at Service

- 1.5.1 CSSD will provide to the Contractor, at the time the case is assigned for service, **one (1) residence address** and, if available, **one (1) business address**. The Contractor must make **three (3) attempts** at the place of residence before moving to the place of employment, unless the process server receives reliable information from someone at the place of residence that the person to be served is at the business address at that particular point in time. If the process server acts on that information, the specific details received, as well as the name and identity of the person furnishing that information, must be included in the Declaration of Due Diligence.
- 1.5.2 Contractor must attempt to serve every document received from CSSD.
  - a. **One (1) residence address and one (1) business address is one (1) service request**, for purposes of billing. Additional addresses can be billed separately.
- 1.5.3 Contractor must rely on the address information provided by CSSD and will not make any attempts to locate the party to be served through

independent locate efforts (electronic or otherwise), sometimes referred to as “skip tracing”.

- 1.5.4** When arriving at the address at which service is requested, if Contractor is not able to serve the documents, Contractor must make a reasonable inquiry to verify that the participant resides or works at that address, including speaking with other household residents/co-occupants, neighbors, apartment/resident managers, and current or former employers.
- 1.5.5** Contractor must provide any “locate” information to CSSD, as specified by the County Project Manager, that becomes known through the reasonable inquiry referenced in Section 1.5.4 above that is different from the information provided by CSSD at the time of referral, including, but not limited to home address, employer address, telephone numbers, and places frequently visited by the person to be served.
- 1.5.6** CSSD will provide Contractor special instructions for service, when applicable. When special instructions are provided, Contractor must attempt service using those instructions.
- 1.5.7** If CSSD provides proof, such as a Postal Verification, that the person to be served lives at a certain address, the Contractor must take all reasonable steps to ensure that service is completed at that address.
- 1.5.8** The first service attempt for documents within California is to be performed within **ten (10) business days** from the date Contractor receives the service document, unless otherwise noted on the service request. The first service attempt on Out-of-State documents is to be performed within **twenty-five (25) business days** from the date Contractor receives the documents, unless otherwise noted on the service request. The date of receipt is defined in Section 1.2.5. The first attempt date must be documented on field notes and the Declaration of Due Diligence. If **fifteen percent (15%)** or more of the documents received by the Contractor in a month do not meet the first service attempt timeframe specified, a Contract Discrepancy Report (CDR) may be issued.
- 1.5.9** Once Contractor has received the documents, they must continue their attempts at service for up to **sixty (60) calendar days**, for service requests within California, and **ninety (90) calendar days**, for service requests outside of California, unless:
  - a. The documents are successfully served in accordance with the service request and in compliance with all legal requirements.
  - b. Contractor has determined that further attempts at service at the address(es) supplied by CSSD would be futile because it is no longer possible to complete service.
- 1.5.10** **All service must be completed within one hundred fifty (150) days.**

## 1.6 Service of Documents

- 1.6.1** Personal Service is the preferred method of service. Whenever possible, Contractor must attempt and perform personal service by delivering the service documents to the individual designated on the service instructions.
- a. If the person the process server is serving does not affirmatively admit to being the person upon whom service is intended, the process server must clearly articulate in the field notes what lead them to believe beyond a reasonable doubt that the person being served was the person upon whom service is intended.
- 1.6.2** Where substituted service is necessary, or until inability to serve is determined, Contractor must first attempt personal service on **three (3) different days of the week and at three (3) different times of day with at least one attempt made either before 8:00 a.m. or after 5:00 p.m.** Not only must these attempts be made on different days of the week, they must be made at a time that is at least **four (4) hours before or after the attempts made on any other day.** The documents can be served by substitution on the **fourth (4<sup>th</sup>) attempt.** The **fourth (4<sup>th</sup>) attempt can be made on any day and at any time, only after the first three (3) attempts to personally serve, as described above, have been completed.**
- a. CSSD requires the Contractor to make efforts to maximize successful process service, including attempts at different times of day or night and different days of the week.
- b. If the service is noncompliant with these guidelines and the service is found to be invalid, the document will be re-served at no cost within **fifteen (15) calendar days** of CSSD notifying the contractor.
- c. Contractor must comply with the requirements of (CCP §415.20) and all other legal requirements for service.
- d. Contractor will mail (first class mail, postage paid) a copy of the papers served to the address where the papers were delivered within **three (3) calendar days** of sub-serving.
- 1.6.3** Where service was successful, Contractor must complete the Proof of Service and, in the case of substitute service, also complete a Declaration of Due Diligence.
- 1.6.4** Process server must take a picture of the front of the residence, clearly showing the street address. If the person to be served lives in an apartment, the process server must also take a picture of the apartment door, showing the apartment number. Pictures must be uploaded to the Contractor's website and indexed by case number so that they can be easily retrieved should validity of service be challenged. All uploads must be completed prior to service documents being returned to CSSD.

## 1.7 Proof of Service

- 1.7.1 Contractor must electronically sign and retain all service documents in a manner required by law. This includes, but is not limited to, the requirement that the electronic signature must be unique to the declarant, capable of verification, under the sole control of the declarant, and linked to data in such a manner that if the data are changed, the electronic signature is invalidated. (California Rule of Court 2.257, Code of Civil Procedures 1010.6)
- 1.7.2 If requested by CSSD, Contractor must provide original wet signatures of the proof of service.
- 1.7.3 The Proof of Service, including the Declaration of Due Diligence, must be electronically signed by the process server and meet all existing legal requirements, including, but not limited to the following:
- identifying documents served;
  - name and sex of the person or entity served;
  - description of person served including age, ethnicity, hair color, eye color, height, and weight;
  - the time, date, location, and manner of service;
  - legible full signature and date executed by the process server;
  - name of the county in which the process server is registered; and
  - process server's registration number.
- 1.7.4 The process server signature requirement cannot be delegated to any other person. The Proof of Service requires the original electronic signature of the process server. If requested by CSSD, a wet signature must be provided.
- 1.7.5 The Contractor must provide **two (2) proofs of service forms** with original electronic signatures: 1) **One (1) proof of service** must contain the service address information for the individual served. 2) The **second (2<sup>nd</sup>) proof of service** must not contain any address information, but instead insert the following paragraph in the space provided for address information:
- “Pursuant to Family Code §17212, the service address is on record with the local child support agency and may be released only upon order of the court. The local child support agency must, upon request of the party served, release to that party the address where service was completed.”
- 1.7.6 If documents are received from CSSD that have to be served Out-of-State, Contractor must, in addition to all of the above requirements, ensure that the Out-of-State affiliate, with whom the Contractor is making arrangements for services, provides an original electronically signed proof of service and a second original electronically signed proof of service with the address redacted and complies with all California laws and regulations related to service of process. Such documents

must be electronically signed unless the Out-of-State affiliate is only able to provide wet signatures.

- 1.7.7** The Declaration of Due Diligence must fully document all attempts at service, including date, time, place, after each service attempt and the reason why service was not completed.
- 1.7.8** Contractor must verify all elements of the Proof of Service and Declaration of Due Diligence, (e.g., date, time, signatures, type of service), are accurate by proofreading all documents prior to them being returned to CSSD.
- 1.7.9** Corrected proof of service documents must be provided, at no cost to CSSD, within **five (5) business days** of request by CSSD for documents within California. In the case of Out-of-State documents, they must be provided within **ten (10) business days** of request by CSSD. In the instance, a California case cannot be corrected, the Contractor must re-serve within **fifteen (15) business days** from the date determination is made that service cannot be corrected.

## **1.8 Unsuccessful Service**

- 1.8.1** If all service attempts have been unsuccessful, Contractor must return the Declaration of Non-Service electronically to CSSD with field notes within **five (5) business days** of last attempt for documents within California and within **twenty-five (25) business days** of last attempt for documents Out-of-State.
- 1.8.2** The Declaration of Non-Service must be electronically signed under penalty of perjury by the individual who attempted service of the documents and must include the following information:
  - a. Title of the documents received for service;
  - b. Location (home or business address) where attempts were made;
  - c. Dates and times when service was attempted; when necessary
  - d. Reason service was not completed; and
    - i. If Contractor is unable to serve at the address provided because the address does not exist, Contractor must indicate that the "Address does not exist".
    - ii. If Contractor is unable to serve at the address provided because there is no structure at that address, Contractor must indicate that there was "No structure where service can be effected".
    - iii. If Contractor finds that the party to be served does not live, work, or receive mail at the address provided, Contractor must indicate that the party was "Not found".

- iv. If Contractor is unable to make contact with anyone to verify that the party to be served lives, works, or receives mail at the address provided, Contractor must indicate "Unable to verify association to address".
- v. If Contractor finds there is evidence that the person to be served is evading service this must also be notated along with facts showing how they arrived at this conclusion.
- vi. Name and electronic signature of process server who attempted service. If a wet signature is requested, the name and wet signature of the process server who attempted service is required.

## **1.9 Document and Retention**

- 1.9.1** Contractor must retain all signed copies of both versions of the Proof of Service and Declaration of Due Diligence, whether electronically signed or by wet signature, as either a hard copy or an electronic copy for a period of no less than **ten (10) years**.
- 1.9.2** The Contractor must maintain data on all attempts at service. This data should include, but is not limited to, date, time, place, manner in which a party was located, and other pertinent circumstances.
  - a. These records must be retained by Contractor for a minimum of **ten (10) years**.
  - b. Contractor must retain such information in its records whether the service is successful or unsuccessful.
  - c. Contractor must retain such information for documents that are served Out-of-State in such a way that they can be distinguished from documents that are served in state.
  - d. Such information must be maintained and made available to the County upon request and for any court proceedings at which the validity of service is at issue.
- 1.9.3** All documents provided to the Contractor are confidential. 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, and as necessary to complete service.

## **1.10 Invoicing**

- 1.10.1** Contractor must provide an invoice for all completed services by **5:00 PM (PST) on the first (1<sup>st</sup>) of each month**. Holidays and weekends notwithstanding. The invoice must be submitted in the electronic format, provided by the County, compatible with the most current Microsoft Office version. Form must include the following information:
  - a. Division generating service request

- b. Child Support Enforcement (CSE) Case Number
- c. Case Legal Number
- d. Name of process server whom the documents are assigned to
- e. Name of documents to be serviced
- f. Name of Respondent
- g. Respondent's address, including city, state, zip code, and county
- h. Type of service (personal, substitute service, not found, etc.)
- i. Date service request is received by Contractor
- j. Date of first service attempt
- k. Total number of days between attempts
- l. Date documents are returned to CSSD
- m. Fee for service
- n. Total number of service attempts made
- o. Date service was completed
- p. Total number of days from date served to date returned to CSSD
- q. Number of attempts, date and time of each service attempt

**1.10.2** All services completed must be billed within **sixty (60) calendar days** from the date service was completed or determination of unsuccessful service is made.

### **1.11 Testimony**

In the event that a party, who has been served with a document pursuant to this contract, denies that they have been served, it will be Contractor's responsibility to have the process server or other competent witness available to:

- a. Discuss the case with the CSSD staff responsible for the case
- b. Execute necessary declarations or affidavits, and
- c. Testify at court hearing or depositions when given advance notice, without the need for subpoena or subpoena duces tecum.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

**2.1** All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of

the Contract. The QCP must be submitted to the County's Project Monitor for review. The QCP must include, but may not be limited to, the following:

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

## 4.0 QUALITY ASSURANCE PLAN

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

### 4.1 Meetings

Contractor is required to attend all scheduled meetings. Failure to attend will cause an assessment of five hundred dollars (\$500).

### 4.2 Contract Discrepancy Report

Contractor must provide verbal notification of a Contract Discrepancy to the County's Project Monitor as soon as possible whenever a Contract discrepancy is identified. Contract must thereafter provide a written or e-mail notice to the County's Project Monitor within **seventy-two (72) hours**. The problem must be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Project Monitor will determine whether a formal Contract Discrepancy Report (CDR), Technical Exhibit 2 of this Exhibit A, will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Monitor within **three (3) business days**, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR must be submitted to the County's Project Monitor within **ten (10) business days**.

### 4.3 Document Errors

Contractor must verify all elements of the Proof of Service and Declaration of Due Diligence, (e.g., date, time, signatures, type of service), are accurate by proofreading all documents prior to them being returned to the CSSD. Any Proof of Service or Declaration of Due Diligence not properly completed constitutes invalid service.

### 4.4 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 (Monday through Friday, 8:00 a.m. to 5:00 p.m.). However, these personnel may not unreasonably interfere with the Contractor's performance.

## 5.0 DEFINITIONS

- 5.1 Child Support Enforcement (CSE) System** – The State’s automated child support case management system currently in use by the County.
- 5.2 Child Support Services Department (CSSD)** – The County department responsible for delivery of child support enforcement services under Title IV-D of the Social Security Act. CSSD consists of eight (8) division offices, with administrative headquarters located in Commerce, California.
- 5.3 Board of Supervisors (Board)** – The Board of Supervisors of the County of Los Angeles acting as governing body.
- 5.4 Child Support Enforcement (IV-D) Program** – Federal program requiring each state and/or local jurisdiction to have a program to establish paternity, establish and enforce support obligations, locate absent parents, and collect and distribute support payments on behalf of all recipients of public assistance and medical support and all others who apply for services.
- 5.5 California Code of Civil Procedure (CCP)** – Governs civil legal procedures in California, outlining the rules for filing lawsuits, conducting trials, and enforcing judgments.
- 5.6 Code of Federal Regulations (CFR) Part 300** – The section of the federal regulations that delineates the mandatory requirements and performance standards for the state or local child support enforcement agency.
- 5.7 Child Support Specialist (CSS)** – Child Support caseworkers
- 5.8 Invalid Service** – Service that is not in compliance with California law. Service may also be found to be invalid if Contractor’s staff exhibit a pattern of questionable service that results in motions to set aside being granted by the court. For example, personal service on individuals who could not have been personally served as indicated because they are dead, incarcerated, out of the country, etc. **Invalid service may also include not correctly completing the service documents as required by this Statement of Work or according to law.**
- 5.9 Performance Requirements Summary (PRS)** – Identifies and summarizes elements of the Contract that the County will evaluate to assure that Contract performance standards are met by Contractor.
- 5.10 Standard** – Minimum requirement set by the County for performing a service or activity.
- 5.11 Electronic Signature** – An electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (California Civil Code 1633.2(h))

## 6.0 RESPONSIBILITIES

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

## **COUNTY**

### **6.1 Personnel**

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

- 6.1.1** Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2** Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3** Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 (Amendments).

### **6.2 Furnished Items**

Contractor is responsible for providing all necessary equipment required to perform under this Contract. County shall not be responsible for providing, paying for, or reimbursing Contractor for any equipment under this contract.

## **CONTRACTOR**

### **6.3 Contractor's Project Manager**

- 6.3.1** Contractor must provide a full-time Project Manager or designated alternate. Contractor must provide a telephone number where the Project Manager may be reached Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- 6.3.2** Contractor's Project Manager must act as a central point of contact with the County.
- 6.3.3** Contractor's Project Manager must have at least **three (3) years** of experience within the last **five (5) years**.
- 6.3.4** Contractor's Project Manager/alternate must have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contractor's Project Manager/alternate must be able to effectively communicate, in English, both orally and in writing.

### **6.4 Personnel**

- 6.4.1** Contractor will assign a sufficient number of staff to perform the required work. At least one employee on site must be authorized to act for Contractor in every detail and must speak and understand English. At least **one (1) employee** must be available to respond to inquiries and complaints which may be received about the Contractor's performance of the Contract and to answer service status questions.
- 6.4.2** Contractor will be required to do background checks on their employees as set forth in Sub-paragraph 7.5 (Background and Security Investigations), of the Contract. Confirmation that background checks were conducted may be requested by the County.

**6.4.3** All persons serving documents under this agreement must be registered process servers pursuant to California Evidence Code Section 647 and copies of registration must be provided to the County prior to beginning work on this Contract.

**6.4.4** All employees, full-time or approved part-time, providing services within the County of Los Angeles and surrounding Counties, must be W-2 employees, employed by the Contractor.

## **6.5 Reports**

**6.5.1** Contractor must comply with the Living Wage Ordinance as stated in the Contract, Sub-paragraph 9.1, (Compliance with the County's Living Wage Program). The Contractor must submit the Living Wage Payroll Reports, Statement of Compliance and Staffing Plan on the **fifteenth (15<sup>th</sup>)** of each month following the month of service. Holidays and weekends notwithstanding.

**6.5.2** If the Contractor fails to submit accurate, timely and properly certified monitoring reports, the County may withhold payment up to the full amount of any invoice what would otherwise be due, until the Contractor has satisfied the concerns of the County. Correction (resolution) may include submittal of revised certified monitoring reports or submittal of additional supporting documentation. Reports will be considered received on the date all corrections and/or all documents have been received.

**6.5.3** Project Manager/Alternate will be responsible for submitting all requested Living Wage documents and other information to the County Monitor no later than the deadline set by the County.

## **6.6 Identification Badges**

**6.6.1** Contractor must ensure their employees are appropriately identified as set forth in Sub-paragraph 7.4 (Contractor's Staff Identification), of the Contract.

**6.6.2** Contractor employees are required to wear appropriate identification badges when entering any County facility. Identification badges must display the name of the Contractor's organization, employee name and employee's picture. Identification badges must be provided by and at the Contractor's expense.

## **6.7 Materials and Equipment**

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

## **6.8 Training**

**6.8.1** Contractor must provide training programs for all new employees and continuing in-service training for all staff that provides services under this Contract.

- 6.8.2** Prior to working under this Contract, all staff must be trained in their assigned tasks and in the safe handling of equipment. All equipment must be checked daily for safety. All staff must wear safety and protective gear according to OSHA standards.

## **6.9 Contractor's Office**

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least **one (1) employee** who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service must be provided to receive calls. The Contractor must respond to calls received by the answering service on the next business day.

## **7.0 HOURS/DAY OF WORK**

Contractor must maintain office hours between the hours of 8:00 a.m. and 5:00 p.m. (PST), Monday through Friday. However, the service of legal documents is not limited to the office hours of operation. Nothing in this paragraph is intended to relieve Contractor of its obligation to serve process during different days of the week and different hours of the day.

## **8.0 GREEN INITIATIVES**

- 8.1** Contractor must use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2** Contractor must notify County's Project Manager of Contractor's new green initiatives prior to the Contract commencement.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Technical Exhibit 3 of this Exhibit A, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance which will be monitored by CSSD are listed in the Performance Requirements Summary.

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

### **9.1 Contract Monitoring**

- 9.1.1** Each month Contractor's performance will be compared to the PRS.

- 9.1.2** For cases served in California, Contractor must maintain a monthly average rate of positive service rate of **no less than seventy percent (70%)** of the total documents processed during the month. This includes personal service and sub-service. Deductions for substandard performance will be applied as stated in the PRS.
- 9.1.3** For cases served outside of California, Contractor must maintain a monthly average rate of positive service rate of **no less than forty percent (40%)** of the total documents processed during the month. This includes personal service and sub-service. Deductions for substandard performance will be applied as stated in the PRS.
- 9.1.4** If Proofs of Service or Declarations of Due Diligence are inaccurate, deductions for substandard performance will be applied as stated in the PRS.
- 9.1.5** If Proofs of Service, Declarations of Due Diligence or Declarations of Non-Service are returned late, deductions for substandard performance will be applied as stated in the PRS.
- 9.1.6** For any documents that are served by the vendor and found to be invalid, as defined in this Statement of Work, Paragraph 5.8, an assessment for substandard performance will be applied as stated in the PRS.
- 9.1.7** County may evaluate Contractor's performance through any or a combination of the following monitoring methods:
- Random sampling
  - 100% inspection
  - User complaints
  - Review of management reports
  - On-site reviews
  - Review of County data and records

If **one percent (1%)** or more of the total documents served in any billing period are inaccurate, returned late, or service is found to be invalid, a Contract Discrepancy Report (Exhibit A – Technical Exhibit 2) may be issued and/or other actions imposed.

## **9.2 Contractor Performance Requirements**

### **9.2.1 Criteria for Acceptable and Unacceptable Performance**

Performance of a service listed in the Contract is considered acceptable when the requirements outlined in the Statement of Work are met.

For services reviewed by sampling, Contractor will be required to immediately correct those activities found to be unacceptable. The

correction of problems found will not improve the overall rating of that service, since the sample represents the entire work required.

### 9.2.2 Remedies for Unacceptable Performance

Performance of a service listed in the Contract is considered unacceptable when the requirements outlined in the SOW are not met.

Contractor is required to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

The County's remedies include, but are not limited to:

- a. Reduce payment to Contractor pursuant to the PRS.
- b. Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentation or unacceptable levels of performance.
- c. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within **ten (10) calendar days** may result in CSSD recalling the documents sent for service and reassigning the work to other Contractor(s) with acceptable performance.

In the event that Contractor has failed to perform in accordance with the standards set forth in Paragraph 9.2 above, the County may, at its option, wholly or partially terminate the Contract and secure services from any other source and pursue the remedy set forth in this Contract.

## 10.0 REGULATIONS AND FORMS

### 10.1 Regulations

The following code sections pertaining to Service of Process are relevant to the Contract. Some are included for information purposes only; some set forth requirements that must be adhered to by the Contractor. This list is presented as a guideline for the Contractor and is not meant to be all-inclusive.

|                                    |                                                                                                           |
|------------------------------------|-----------------------------------------------------------------------------------------------------------|
| Penal Code                         | §470                                                                                                      |
| Business & Professional Code       | §22350 - 22360                                                                                            |
| Government Code                    | §960.8 (service on public agency)                                                                         |
| California Code of Civil Procedure | §262.2, 417.40, 680.330, 6874.040, 687.050, 706.108, 715.040, 1010.6, 1011, 1013, 1013a, 1073, 1096, 1987 |
| California Federal Regulations     | 45 CFR 303.3, 303.70, 305.33                                                                              |
| California Family Code             | §17000 et.seq                                                                                             |

|                          |            |
|--------------------------|------------|
| California Civil Code    | §1633.2(h) |
| California Rule of Court | §2.257     |

## 10.2 Forms

Exhibits in this Contract include forms that are pertinent to this Contract.

# **EXHIBIT A – STATEMENT OF WORK**

## **TECHNICAL EXHIBITS**

## SERVICE OF PROCESS WORK VOLUME

The chart below reflects the work volume for the Child Support Services Department for the Contract years 2021-2022 through 2023-2024. The approximate compositional percentage breakdown is listed on the Pricing Sheet. This information is provided for reference only and reflects past trends. Future trends may vary; however, vendor(s) are expected to attempt service on all documents received even if the volume exceeds past trends.

| Contract Year 2021 - 2022 |                            |
|---------------------------|----------------------------|
|                           |                            |
|                           | DOCUMENTS SENT FOR SERVICE |
| Department Total          | 19,438                     |

| Contract Year 2022 - 2023 |                            |
|---------------------------|----------------------------|
|                           |                            |
|                           | DOCUMENTS SENT FOR SERVICE |
| Department Total          | 21,107                     |

| Contract Year 2023 - 2024 |                            |
|---------------------------|----------------------------|
|                           |                            |
|                           | DOCUMENTS SENT FOR SERVICE |
| Department Total          | 24,966                     |



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | MONITORING METHOD                                        | ASSESSMENTS/FEES                                                                                                                |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.2 – Receipt of Documents, Section 1.2.1        | Contractor must become an electronic filing recipient using the State Department of Child Support Services (DCSS) Portal for electronic delivery of service tickets and documents.                                                                                                                                                                                                                                                                                                                                   | Is Contractor receiving documents via electronic filing? | \$500.00 per day that Contractor does not have this functionality after the State has added the Contractor to the database.     |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.2 – Receipt of Documents, Section 1.2.3        | For service requests that are not received via DCSS' electronic portal or otherwise received electronically from the County, the Contractor must pick up documents to be served at a time agreed upon by CSSD and Contractor from <b>one (1) or more</b> locations or an alternate location designated by CSSD.                                                                                                                                                                                                      | No complaint                                             | \$200.00 per day for each day missed to pick up documents.                                                                      |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.3 – Return of Service Documents, Section 1.3.2 | All signed service documents for personal, substitute, or non-service must be electronically delivered to CSSD no later than the <b>fifth (5<sup>th</sup>) business day</b> after service is completed. Should CSSD request the documents be hand-delivered, said documents must be delivered no later than the <b>tenth (10<sup>th</sup>) business day</b> after service was effected. For Out-of-State services, no later than the <b>twenty-fifth (25<sup>th</sup>) business day</b> after service was completed. | Periodic Inspection                                      | \$10.00 deduction per document for any delivery after the deadline.<br><br>If necessary, document will be re-served at no cost. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                        | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.3 – Return of Service Documents, Section 1.3.5 | Subpoenas, Citations, and Orders to Show Cause (OSC) must be served as expeditiously as possible and POS electronically returned to CSSD no less than <b>ten (10) business days</b> prior to the related hearing. If hand-delivered, no later than <b>five (5) business days</b> prior to the related hearing. | No complaint      | <p>\$5.00 reduction per document that misses the deadline.</p> <p>If the document is not served and received in time for the hearing, no payment will be made.</p>                                                                                                                                                                                                                                                                                                                 |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.4 – Status Tracking, Section 1.4.1             | Contractor must provide a secured website where service requests can be tracked for status, completion, and cancellation by CSSD staff. Contractor must update the website within <b>seventy-two (72) hours</b> of receipt of service documents after each service attempt, or a determination of non-service. | No complaint      | <p>\$2.00 per occurrence where the service requests are not entered onto the website within <b>seventy-two (72) hours</b> of the service request being received from CSSD.</p> <p>\$1.00 per day when website is not updated after each attempt.</p> <p>\$10.00 per occurrence where the Contractor's website is not updated within <b>seventy-two (72) hours</b> of the service being completed or a determination of non-service was made.</p> <p>\$5.00 per day thereafter.</p> |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                        | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.4 – Status Tracking, Section 1.4.2     | In cases where status is requested for a service request, status must be provided within <b>five (5) business days</b> of request by CSSD for documents within California. In the case of Out-of-State documents, status must be provided within <b>seventeen (17) business days</b> of request by CSSD.                                                                                                                                                                                                                         | No complaint      | \$3.00 per occurrence where status is not provided by due date. \$3.00 every <b>fifth (5<sup>th</sup>) consecutive day</b> past the deadline.                                                                           |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.5 – Attempts at Service, Section 1.5.1 | The Contractor must make <b>three (3)</b> attempts at the place of residence before moving to the place of employment, unless the process server receives reliable information from someone at the place of residence that the person to be served is at the business address at that particular point in time. If the process server acts on that information, the specific details received, as well as the name and identity of the person furnishing that information, must be included in the Declaration of Due Diligence. | No complaint      | \$10.00 per document when the <b>four (4)</b> attempts rule is not followed.                                                                                                                                            |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.5 – Attempts at Service, Section 1.5.2 | Contractor must attempt to serve every document received from CSSD.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | No complaint      | \$300.00 per instance where Contractor refuses to attempt service on any document received from the Child Support Services Department, including local, In-State and Out-of-State.<br>*Except in extreme circumstances* |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH<br>REFERENCE                                                                                  | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                         | MONITORING<br>METHOD | ASSESSMENTS/FEEES                                                  |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------------------|
| SOW: Paragraph 1.0 –<br>Scope of Work, Sub-<br>paragraph 1.5 –<br>Attempts at Service,<br>Section 1.5.3 | Contractor must rely on the address information provided by CSSD and will not make any attempts to locate the party to be served through independent locate efforts or “skip tracing”.                                                                                                                          | No complaint         | \$1,000.00 per document the Contractor skip traces.                |
| SOW: Paragraph 1.0 –<br>Scope of Work, Sub-<br>paragraph 1.5 –<br>Attempts at Service,<br>Section 1.5.4 | When arriving at the address at which service is requested, Contractor must make a reasonable inquiry to verify that the participant resides or works at that address, including speaking with other household residents/co-occupants, neighbors, apartment/resident managers, and current or former employers. | No complaint         | \$100.00 for every instance where reasonable inquiry was not made. |
| SOW: Paragraph 1.0 –<br>Scope of Work, Sub-<br>paragraph 1.5 –<br>Attempts at Service,<br>Section 1.5.6 | CSSD will provide Contractor special instructions for service, when applicable. Contractor must attempt service using those instructions.                                                                                                                                                                       | No complaint         | \$50.00 per document for failure to follow special instructions.   |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                  | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                     | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.5 – Attempts at Service, Section 1.5.8           | Contractor's first service attempt for documents within California is to be made within <b>ten (10) business days</b> from the date the Contractor receives the service documents, unless otherwise noted on the service request. Contractor's first service attempt for Out-of-State documents is to be made within <b>twenty-five (25) business days</b> , unless otherwise noted on the service request. | Periodic Review   | If <b>fifteen percent (15%)</b> or more of the documents received by Contractor for service do not meet the first service attempt timeframe specified in the Statement of Work, a Contract Discrepancy Report may be issued.                                                                                                                      |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.5 – Attempts at Service, Sections 1.5.9 & 1.5.10 | Once Contractor has received the documents, they must continue their attempts at service for up to <b>sixty (60) calendar days</b> , for service requests within California, and <b>ninety (90) calendar days</b> for service requests outside of California.<br><br><b>All service must be completed within one hundred fifty (150) days.</b>                                                              | Periodic Review   | \$20.00 reduction per document when document is not completed or a determination is not made within <b>sixty (60) calendar days</b> of receipt by the contractor or <b>ninety (90) calendar days</b> for Out-of-State documents.<br><br>Document will be re-served within <b>fifteen (15) calendar days</b> at no cost, if rejected by the court. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                            | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.6 – Service of Documents, Section 1.6.1(a) | If the person the process server is serving does not affirmatively admit to being the person upon whom service is intended, the process server must clearly articulate in the field notes what lead them to believe beyond a reasonable doubt that the person being served was the person upon whom service is intended.                                                                                                                                                                                                                                                                                                                                                                                                     | No complaint      | \$50.00 per field note that does not adequately articulate what made the process server believe that they were serving the correct person.                                                                                                                                                                                                                                      |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.6 – Service of Documents, Section 1.6.2    | Where substituted service is necessary, or until inability to serve is determined, Contractor must first attempt personal service on <b>three (3) different days of the week and at three (3) different times of day with at least one attempt made either before 8:00 a.m. or after 5:00 p.m.</b> Not only must these attempts be made on different days of the week, they must be made at a time that is at least <b>four (4) hours</b> before or after the attempts made on any other day. The documents can be substitute served on the <b>fourth (4<sup>th</sup>) attempt. The fourth (4<sup>th</sup>) attempt can be made on any day and at any time, only after the first three (3) attempts to personally serve.</b> | Monthly Review    | <p>\$25.00 reduction for each occurrence where the service does not follow these guidelines or a review of the documents reveals non-compliance.</p> <p>Document will be re-served within <b>fifteen (15) calendar days</b> at no cost, if rejected by the court.</p> <p>If document is not re-served within <b>fifteen (15) calendar days</b>, \$5.00 per week thereafter.</p> |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                         | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                  |
|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.6 – Service of Documents, Section 1.6.4 | Process server must take a picture of the front of the residence, clearly showing the street address. If the person to be served lives in an apartment, the process server must also take a picture of the apartment door, showing the apartment number. Pictures must be uploaded to the Contractor's website and indexed by case number so that they can be easily retrieved should validity of service be challenged. All uploads must be completed prior to service documents being returned to CSSD. | No complaint      | \$25.00 per document or occurrence where a picture is not taken or uploaded to the Contractor's website prior to document being returned to CSSD. |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.7 – Proof of Service, Section 1.7.5     | Contractor must provide <b>two (2)</b> proofs of service forms with original electronic signatures: 1) <b>One (1)</b> proof of service must contain the service address information for the individual served. 2) The <b>second (2<sup>nd</sup>)</b> proof of service must not contain any address information.                                                                                                                                                                                           | No complaint      | \$5.00 reduction when both redacted and un-redacted copies are not provided.<br><br>If necessary, document will be re-served at no cost.          |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                     | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                          | MONITORING METHOD | ASSESSMENTS/FEEES                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.7 – Proof of Service, Section 1.7.6 | If documents are received from CSSD that have to be served Out-of-State, Contractor must ensure that the Out-of-State affiliate, with whom the Contractor is making arrangements for services, provides an original electronically signed proof of service and a second original electronically signed proof of service with the address redacted, and complies with all California laws and regulations related to service of process.                                          | No complaint      | \$10.00 per incomplete proof of service.                                                                                                                                                                                                                                                              |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.7 – Proof of Service, Section 1.7.9 | Corrected proofs must be provided, at no cost to CSSD, within <b>five (5) business days</b> of request by CSSD for documents within California. In the case of Out-of-State documents, they must be provided within <b>ten (10) business days</b> of request by the CSSD. In the instance an In-State case cannot be corrected, then the Contractor will re-serve within <b>fifteen (15) business days</b> from the date determination is made that service cannot be corrected. | Monthly Review    | <p>\$5.00 reduction for any delivery after the deadline.</p> <p>Any correction that cannot be produced, document will be re-served within <b>fifteen (15) business days</b> at no cost.</p> <p>If document is not re-served within <b>fifteen (15) business days</b>, \$5.00 per week thereafter.</p> |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                           | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                       | MONITORING METHOD  | ASSESSMENTS/FEES                                                                  |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.8 – Unsuccessful Service, Section 1.8.1   | If all service attempts have been unsuccessful, Contractor must return the Declaration of Non-Service electronically to CSSD with field notes within <b>five (5) business days</b> of last attempt for documents within California and within <b>twenty-five (25) business days</b> of last attempt for documents Out-of-State.               | Monthly Monitoring | \$10.00 reduction per document not notated as requested in the Statement of Work. |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.9 – Document and Retention, Section 1.9.1 | Contractor must retain all signed copies of both versions of the Proof of Service and Declaration of Due Diligence, whether electronically signed or by wet signature, as either hard copy of an electronic copy for a period of no less than <b>ten (10) years</b> .                                                                         | No complaint       | \$500.00 per incident where the information was not retained for ten(10) years.   |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.9 – Document and Retention, Section 1.9.2 | Contractor must maintain data on all attempts at service, whether service is successful or unsuccessful. These records must be retained for a minimum of <b>ten (10) years</b> . Such information must be maintained and made available to the County upon request and for any court proceeding at which the validity of service is at issue. | Review of reports  | \$500.00 per failure to produce documented list of attempts.                      |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                           | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                               | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.9 – Document and Retention, Section 1.9.3 | All documents provided to the Contractor are confidential. 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.                                                                                   | No complaint      | \$2,000.00 for each piece of information released in violation of the Statement of Work.                                                                                           |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.10 – Invoicing, Section 1.10.1            | Contractor must provide an invoice for all completed services by 5:00 PM (PST) on the <b>first (1<sup>st</sup>) day of each month</b> . Holidays and weekends notwithstanding. The invoice must be submitted in electronic format, provided by the County, compatible with the most current Microsoft Office version. | Review of reports | \$375.00 for each occurrence where invoice is submitted after the <b>first (1<sup>st</sup>) day of the month</b> .                                                                 |
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.10 - Invoicing, Section 1.10.2            | All services completed must be billed within <b>sixty (60) calendar days</b> from the date service was completed or determination of unsuccessful service is made.                                                                                                                                                    | Monthly Review    | \$5.00 reduction will be made for any service invoiced more than <b>sixty (60) calendar days</b> from date service was completed or determination of unsuccessful service is made. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                          | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                          | MONITORING METHOD | ASSESSMENTS/FEES                                                    |
|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|---------------------------------------------------------------------|
| SOW: Paragraph 1.0 – Scope of Work, Sub-paragraph 1.11 - Testimony                           | In the event that a party, who has been served with a document pursuant to this contract, denies that they have been served, it will be the Contractor's responsibility to have the process server or other competent witness available.                                                         | No complaint      | \$2,000.00 for each failure to produce a competent witness.         |
| SOW: Paragraph 3.0 – Quality Control, Sub-paragraph 3.2                                      | Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. A record of all inspections conducted by the Contractor must be provided to the County upon request.    | No complaint      | \$200.00 per day for each day past the deadline.                    |
| SOW: Paragraph 4.0 – Quality Assurance Plan, Sub-paragraph 4.1 - Meetings                    | Contractor is required to attend all scheduled meetings.                                                                                                                                                                                                                                         | Attendance        | \$500.00 per occurrence where Contractor fails to attend a meeting. |
| SOW: Paragraph 4.0 – Quality Assurance Plan, Sub-paragraph 4.2 – Contract Discrepancy Report | Contractor is required to acknowledge in writing to the County Contract Project Monitor within <b>three (3) business days</b> of receipt of a Contract Discrepancy Report. A plan for correction must be submitted to the County Contract Project Monitor within <b>ten (10) business days</b> . | No complaint      | \$200.00 per day for each day past the deadline                     |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                    | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                      | MONITORING METHOD   | ASSESSMENTS/FEES                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 4.0 – Quality Assurance Plan, Sub-paragraph 4.3 – Document Errors                       | Contractor must verify all elements of the Proof of Service and Declaration of Due Diligence (e.g. date, time, signatures, type of service), are accurate by proofreading all documents prior to them being returned to the County. Any Proof of Service or Declaration of Due Diligence not properly completed constitutes invalid service. | No complaint        | \$5.00 per document that contains an error. This is in addition to any other fees that may be assessed for that same document for other failures to meet performance requirements. |
| SOW: Paragraph 6.0 – Responsibilities, Sub-paragraph 6.3 – Contractor's Project Manager, Section 6.3.1 | Contractor must provide a full-time Project Manager or designated alternate and a telephone number where the Project Manager may be reached Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.                                                                                                                               | No complaint        | \$50.00 per occurrence                                                                                                                                                             |
| SOW: Paragraph 6.0 – Responsibilities, Sub-paragraph 6.4 - Personnel, Section 6.4.2                    | Contractor will be required to do background checks on their employees as set forth in Sub-paragraph 7.5 (Background and Security Investigations) of the Contract. Confirmation that background checks were conducted may be requested by the County.                                                                                        | Periodic Inspection | \$1,000.00 per occurrence, for failure to provide confirmation of employee background checks upon request.                                                                         |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH<br>REFERENCE                                                                        | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                               | MONITORING<br>METHOD | ASSESSMENTS/FEEES                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 6.0 –<br>Responsibilities, Sub-<br>paragraph 6.4 -<br>Personnel, Section 6.4.3 | All persons serving documents under this agreement must be registered process servers pursuant to California Evidence Code Section 647. Copies of process server registration must be provided to the County prior to the individual beginning work on this Contract. | Periodic Inspection  | <p>\$350.00 for each occurrence where no proof of registration is provided.</p> <p>No payment for documents served by a non-registered server.</p> <p>Re-serve all documents served by unregistered servers at no cost.</p> <p>Process server terminated from Los Angeles County Contract if not registered within <b>thirty (30) days</b> of notice to Contractor.</p> |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                               | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | MONITORING METHOD | ASSESSMENTS/FEES                                                                                                         |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 6.0 – Responsibilities, Sub-paragraph 6.5 - Reports, Section 6.5.1 | Contractor must comply with the Living Wage Ordinance as stated in Contract, Sub-paragraph 9.1, Compliance with the County's Living Wage Program. The Contractor must submit the Living Wage Payroll Reports, Statement of Compliance and Staffing Plan on the <b>fifteenth (15<sup>th</sup>)</b> of each month following the month of service. Holidays and weekends notwithstanding.                                                                                                                             | Monthly Review    | \$375.00 per occurrence where reports are submitted after the <b>fifteenth (15<sup>th</sup>)</b> of the month.           |
| SOW: Paragraph 6.0 – Responsibilities, Sub-paragraph 6.5 - Reports, Section 6.5.2 | If the Contractor fails to submit accurate, timely and properly certified monitoring reports, the County may withhold payment up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County. Correction (resolution) may include submittal of revised certified monitoring reports or submittal of additional supporting documentation. Reports will be considered received on the date all corrections and/or all documents have been received. | Monthly Review    | \$50.00 per day for each day past the deadline.<br><br>Invoice will not be paid until Living Wage documents are cleared. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH<br>REFERENCE                                                                             | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                                                                                         | MONITORING<br>METHOD | ASSESSMENTS/FEEES                                                                                                                                        |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOW: Paragraph 6.0 – Responsibilities, Sub-paragraph 6.9 - Contractor's Office                     | Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service must be provided to receive calls. The Contractor must respond to calls received by the answering service on the next business day. | No complaint         | \$200.00 per occurrence.                                                                                                                                 |
| SOW: Paragraph 9.0 – Performance Requirements Summary, Contract Monitoring, Sections 9.1.2 & 9.1.3 | Contractor must maintain a monthly average rate of positive service, "Personal" and "Sub-service" combined, of no less than <b>seventy percent (70%)</b> of the total documents processed within California and <b>forty percent (40%)</b> rate for Out-of-State.                                                                                                                               | Monthly review       | \$5.00 reduction per document below the <b>seventy percent (70%)</b> threshold or below <b>forty percent (40%)</b> threshold for Out-of-State documents. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                                              | STANDARD OF PERFORMANCE                                                                                                                                          | MONITORING METHOD        | ASSESSMENTS/FEEES                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract: Paragraph 7.0<br>- Administration of Contract - Contractor, Sub-paragraph 7.1, Contractor's Administration             | Contractor must notify the County in writing of any changes, as they occur, in name or address to information on Exhibit E, Contractors Administration.          | Inspection & Observation | \$50 per occurrence                                                                                                                                                                                                                         |
| Contract: Paragraph 7.0<br>– Administration of Contract – Approval of Contractors Staff, Section 7.3.5 Contractor's Staff        | Contractor must ensure that all employees and agents engaged in Service of Process meet the age, language, and Code of Professional Responsibility requirements. | Periodic inspection      | \$200.00 per occurrence                                                                                                                                                                                                                     |
| Contract: Paragraph 7.0<br>– Administration of Contract – Contractor, Sub-paragraph 7.5 – Background and Security Investigations | All Contractor personnel used in providing services under this Contract must undergo and pass a background investigation.                                        | Periodic inspection      | \$1,000.00 per employee, if vendor fails to conduct background investigation. Immediate removal of employee. \$10,000.00 per employee who does not pass background investigation, but is retained by Contractor to work on County contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                                                          | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                               | MONITORING METHOD                        | ASSESSMENTS/FEES                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Contract: Paragraph 7.0 – Administration of Contract – Contractor, Sub-paragraph 7.5 – Background and Security Investigations, Section 7.5.4 | Contractor's employees must abide by CSSD's conflict of interest policy and must recuse themselves from cases in which they have a conflict. All of Contractor's employees must submit Contractor Employee Conflict of Interest Declaration (Exhibit L) annually and must update such declaration as conflicts arise. | Periodic inspection                      | \$1,000.00 for each employee for whom the required declaration is not on file.                                                       |
| Contract: Paragraph 7.0 – Administration of Contract – Contractor, Sub-paragraph 7.6 – Confidentiality and Security                          | Contractor and Contractor's employees and agents must maintain confidentiality of all information received from CSSD except as otherwise specified in the Contract.                                                                                                                                                   | No complaint                             | \$1,000.00 per instance, immediate removal of culpable employee; indemnification to County for any loss or costs suffered by County. |
| Contract: Paragraph 7.0 – Administration of Contract – Contractor, Sub-paragraph 7.6 – Confidentiality, Section 7.6.4                        | Contractor must sign the "Contractor Acknowledgment and Confidentiality Agreement" Exhibit F.                                                                                                                                                                                                                         | Periodic Inspection of records and files | \$1,000.00 for each employee or agency for whom the required agreement is not on file.                                               |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                                             | STANDARD OF PERFORMANCE                                                                                                                                                               | MONITORING METHOD                        | ASSESSMENTS/FEES                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|----------------------------------------------------------------------------------------|
| Contract: Paragraph 7.0<br>– Administration of Contract – Contractor, Sub-paragraph 7.6 – Confidentiality, Section 7.6.5        | All Contractor’s employees must sign “Contractor Employee Acknowledgement and Confidentiality Agreement” Exhibit F1.                                                                  | Periodic Inspection of records and files | \$1,000.00 for each employee or agency for whom the required agreement is not on file. |
| Contract: Paragraph 8.0<br>– Standard Terms and Conditions, Sub-paragraph 8.5 – Complaints                                      | The Contractor must develop and maintain operating procedures for receiving, investigating, and responding to complaints.                                                             | Review of Complaints                     | \$300.00 for each day out of compliance.                                               |
| Contract: Paragraph 8.0<br>– Standard Terms and Conditions, Sub-paragraph 8.5 - Complaints, Section 8.5.1, Complaint Procedures | Contractor must provide the County with the procedures for receiving, investigating, and responding to user complaints within <b>ten (10) business days</b> of contract commencement. | Periodic Inspection                      | \$500.00 for each day out of compliance.                                               |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                                                | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                                                        | MONITORING METHOD                    | ASSESSMENTS/FEES             |
|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------|
| Contract: Paragraph 8.0<br>– Standard Terms and Conditions, Sub-paragraph 8.6<br>Compliance with Applicable Laws                   | Contractor must comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures that are applicable to the contract; and must indemnify, defend, and hold harmless County from and against any and all claims in accordance with Sub-paragraph 8.6 | Periodic Inspection<br>No complaints | \$500.00 for each violation. |
| Contract: Paragraph 8.0<br>– Standard Terms and Conditions, Sub-paragraph 8.7<br>Compliance with Civil Rights Laws                 | Contractor will comply with Civil Rights Laws in accordance with Sub-paragraph 8.7                                                                                                                                                                                                                                             | Periodic Inspection<br>No complaints | \$500.00 for each violation. |
| Contract: Paragraph 8.0<br>– Standard Terms and Conditions, Sub-paragraph 8.8<br>Compliance with the County's Jury Service Program | Contractor will comply with the County's Jury Service program in accordance with Sub-paragraph 8.8.                                                                                                                                                                                                                            | Periodic Inspection<br>No complaints | \$500.00 for each violation. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH REFERENCE                                                                                                                                     | STANDARD OF PERFORMANCE                                                                                                                                                                                                                                                                         | MONITORING METHOD                    | ASSESSMENTS/FEEES                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract: Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.9 Conflict of Interest                                                         | Contractor must comply with conflict of interest laws, ordinances, and regulations throughout the contract and in the event of becoming aware of any facts that may create a conflict, must immediately make a full written disclosure of facts to County in accordance with Sub-paragraph 8.9. | Periodic Inspection<br>No complaints | \$500.00 for each violation                                                                                                                            |
| Contract: Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.24 – General Provisions for all Insurance Coverage, Sections 8.24.1 and 8.24.2 | Contractor will provide and maintain, at its own expense, insurance coverage satisfying the requirements specified in Sub-paragraphs 8.24 and 8.25 and provide evidence of coverage to the County, and a copy of an Additional Insured endorsement.                                             | Periodic Inspection                  | \$2,500.00 each month for each day out of compliance; if not corrected after <b>thirty (30) days</b> , may be grounds for termination of the contract. |
| Contract: Paragraph 8.0 – Standard Terms and Conditions, Sub-paragraph 8.24, Section 8.24.2                                                             | Contractor must provide renewal Certificate(s) of insurance coverage not less than <b>ten (10) business days</b> prior to the Contractor's policy expiration dates.                                                                                                                             | Periodic Inspection                  | \$500.00 for each day out of compliance.                                                                                                               |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| PARAGRAPH<br>REFERENCE                                                                                                                         | STANDARD OF PERFORMANCE                                                                                                  | MONITORING<br>METHOD              | ASSESSMENTS/FEEES                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract: Paragraph 8.0<br>– Standard Terms and<br>Conditions, Sub-<br>paragraph 8.39 –<br>Subcontracting                                      | The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. | Inspection and<br>Observation     | \$500.00 per occurrence; may be grounds for termination of the contract.                                                                                                              |
| Contract: Paragraph 9.0<br>– Unique Terms and<br>Conditions, Sub-<br>paragraph 9.1 –<br>Compliance with the<br>County's Living Wage<br>Program | This Contract is subject to the provisions of the Living Wage Program.                                                   | Monthly Review and<br>Inspections | The County will have the rights and remedies described in Section 9.1.7 – Enforcement and Remedies, of the Contract in addition to any rights and remedies provided by law or equity. |

## ***PRICING SCHEDULE***

***CONTRACTOR'S PROPOSED SCHEDULE***

***OMITTED-NOT APPLICABLE***

**COUNTY'S ADMINISTRATION**

CONTRACT NO. CSSD26SOPXX

**COUNTY'S PROJECT DIRECTOR:**

|                 |                                             |
|-----------------|---------------------------------------------|
| Name:           | Andrea C. Barnes                            |
| Title:          | Area Administrator                          |
| Address:        | 5770 S. Eastern Ave., 4 <sup>th</sup> Floor |
|                 | Commerce, CA 90040                          |
| Telephone:      | (323) 889-3466                              |
| E-mail Address: | Andrea_Barnes@cssd.lacounty.gov             |

**COUNTY'S PROJECT MANAGER:**

|                 |                                             |
|-----------------|---------------------------------------------|
| Name:           | Carolyn Donaldson                           |
| Title:          | Administrative Services Manager I           |
| Address:        | 5770 S. Eastern Ave., 4 <sup>th</sup> Floor |
|                 | Commerce, CA 90040                          |
| Telephone:      | (323) 889-3364                              |
| E-mail Address: | Carolyn_Donaldson@cssd.lacounty.gov         |

**COUNTY'S PROJECT MONITOR:**

|                 |                                             |
|-----------------|---------------------------------------------|
| Name:           | LaKisha Johnson-Martinez                    |
| Title:          | Administrative Assistant III                |
| Address:        | 5770 S. Eastern Ave., 4 <sup>th</sup> Floor |
|                 | Commerce, CA 90040                          |
| Telephone:      | (323) 889-3397                              |
| E-mail Address: | LaKisha_Johnson-Martinez@cssd.lacounty.gov  |

## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:  
CONTRACT NO. CSSD26SOPXX

### CONTRACTOR'S PROJECT MANAGER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

### NOTICES TO CONTRACTOR:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ 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 and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY 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: \_\_\_\_\_ Contract No \_\_\_\_\_

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

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

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_ (Name of Owner or Company Representative) \_\_\_\_\_ (Title)

**Do hereby state:**

That I pay or supervise the payment of the persons employed by (Contractor/Subcontractor) on the \_\_\_\_\_ (contract) that during the payroll period commencing on the \_\_\_\_\_ (day) of \_\_\_\_\_ (Month and Year) and ending the \_\_\_\_\_ (day) of \_\_\_\_\_ (Month and Year), all persons employed on said work site have been paid the full weekly wages earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of \_\_\_\_\_ (Contractor/Subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly, from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

\_\_\_\_\_

That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

**I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.**

Print Name and Title

Owner or Company Representative Signature:

Date:

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.**

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

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

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

## 1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization’s Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County’s information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.

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

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;

- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

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

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

The Contractor's Privacy Program must include:

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

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

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

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

#### 5. SHARING COUNTY INFORMATION AND DATA

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

#### 6. CONFIDENTIALITY

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

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

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

## 9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

## 10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

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

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

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

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

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

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

## **13. ACCESS CONTROL**

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

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

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

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

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

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

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

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

**Chief Information Security Officer:**

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

**Chief Privacy Officer:**

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

**Departmental Information Security Officer:**

Phillip Carnahan  
Departmental Information Security Officer  
5770 S. Eastern Avenue  
Commerce, CA 90040  
(323) 929-1935  
[Phillip\\_Carnahan@cssd.lacounty.gov](mailto: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 must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

## 15. NON-EXCLUSIVE EQUITABLE REMEDY

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

## 16. AUDIT AND INSPECTION

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

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The

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

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

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

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

## 17. PRIVACY AND SECURITY INDEMNIFICATION

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

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

individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

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

## Process Server Security Provisions

### A. Process Server shall implement the following administrative safeguards:

1. Implement policies and procedures to ensure that information obtained from the Local Child Support Agency (LCSA) is used solely as provided for in this Agreement and applicable laws.
2. Make information available to its authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in this Agreement.
3. Notify the LCSA and California Department of Child Support Services (CDCSS) of any security incidents involving information obtained from LCSA within two business days and cooperate with CDCSS in any investigations of information security incidents. The notification must describe the incident in detail and provide contact information if different from the authorized representative described herein.
4. Process Server shall maintain and report to the LCSA a record of all authorized users, their job functions, and authorized level of access granted.

### B. Process Server shall implement the following usage, duplication, and re-disclosure safeguards:

1. Use information only for purposes specifically authorized under this Agreement and applicable Federal and State laws.
2. Protect child support information against unauthorized access, at all times, in all forms.
3. Reproduce information in any form obtained under this Agreement solely for purposes described herein.
4. Refrain from publishing or selling information obtained under this Agreement.
5. Transmit information obtained under this Agreement solely for purposes described herein.

### C. Process Server shall implement the following physical safeguards for child support information:

1. Secure and maintain any computer systems, hardware, software, applications, and data that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
2. Place equipment used to access and view child support information in areas closed to the public.
3. Restrict removal of confidential child support information from Authorized User's work location. In the event that confidential information is hand-carried by an individual in connection with a trip or in the course of daily activities within the boundaries of the

Agreement, it must be kept with that individual and protected from unauthorized disclosure.

4. Store child support information in a place physically secure from access by unauthorized persons.
  5. If transmission of confidential child support information is necessary:
    - a). Process Server must obtain permission from the LCSA prior to such activity.
    - b). Process Server will encrypt the confidential information and/or transmit the data securely.
- D. Process Server shall implement the following management safeguards for child support information:
1. Provide annual security awareness training to each User authorized to access online child support information pursuant to this Agreement or who will be provided access to download child support information on a need-to-know basis.
  2. Complete, sign and submit annual Confidentiality Statement and UNAX forms provided by the LCSA from each User pursuant to this Agreement. The above forms must be submitted to the appropriate LCSA upon completion.
  3. All changes to computer systems, hardware and software, applications, storage media, and network components used for LCSA online access or services must be approved by the LCSA in writing prior to implementation.
  4. Process Server's network security architecture requires the ability to identify each User Identifier.
  5. Process Server shall ensure that its access control program shall consist of at least one unique individual User Identifier and user-selected password for each person on every system that is capable of accessing child support information online. At a minimum, verification of manually keyed unique User Identifier and user-selected password shall be required for initiation of access.
  6. Process Server shall ensure computer monitors, printers, hard copy printouts or any other forms of confidential child support information are protected from unauthorized disclosure. Any confidential child support information must be permanently destroyed within 14 days of downloading from the system.
  7. LCSA Process Server's Responsibility is:
    - Notify the LCSA Coordinator when a User Account needs to be deactivated within 1 business day after the user is no longer authorized to access the system.
  8. LCSA Coordinator's Responsibility is:
    - Immediately notify DCSS upon the termination of contract or to deactivate a User Account.

## Attachment 1

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY  
**E-PROCESS SERVER AGREEMENT**  
 DCSS 0646 (01/17/13)

DEPARTMENT OF CHILD SUPPORT SERVICES

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ (LCSA) and \_\_\_\_\_ (Process Server) allows designated Process Server access to the HTTPS DCSS Download Server for the downloading and delivery service of child support instruction packets.

- After this Agreement has been signed by both parties and after Confidentiality Statements and UNAX Certifications, copies which are attached to this Agreement, have been executed by each person authorized by the Service Provider to participate in this process, the DCSS Administrator will create unique IDs and passwords for each user, and will email these passwords and user IDs directly to each user. These user IDs and passwords must not be shared with anyone else.
- If either of the Contact Names listed below change, a new E-Process Server Agreement must be completed. The new Agreement will supersede this Agreement.
- The duration of this Agreement will commence on the effective date and will continue until either party terminates this Agreement.
- The child support instruction packets will be furnished in PDF format and will be zipped using InfoZip. The Process Server will be responsible to have the appropriate software and hardware to open and read these formats.

**LCSA E-Process Coordinator Contact Information**

LCSA Contact Name: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Process Server Coordinator Contact Information**

Process Server Contact Name: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Process Server shall provide all their dedicated IP addresses for this process below:

\_\_\_\_\_  
 \_\_\_\_\_

*Parties signing below have read, understand, and will follow the necessary Security Provisions attached to this Agreement.*

|                                 |                                           |
|---------------------------------|-------------------------------------------|
| LCSA Authorized Representative: | Process Server Authorized Representative: |
| Signature: _____                | Signature: _____                          |
| Print Name: _____               | Print Name: _____                         |
| Title: _____                    | Title: _____                              |
| Phone Number: _____             | Phone Number: _____                       |

## Attachment 2

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

DEPARTMENT OF CHILD SUPPORT SERVICES

**UNAX CERTIFICATION**

DCSS 0570 (03/16/06)

UNAX is an acronym which is used to describe unauthorized access to or disclosure of federal tax information (FTI). FTI is information obtained from tax returns, such as social security numbers, address, filing status, amount and nature of income, and number of dependents. California Child Support Automation System databases include FTI. FTI may also be embedded in other media, such as paper, CDs, on desktop hard drives, or laptop hard drives. It is not always possible for an employee or contractor to determine whether the source of child support information they access is FTI or another source. Only individuals with a business need to know are authorized to access child support information.

**Employees and contractors should not inspect (obtain access and view) or disclose child support information unless there is a business need to do so. There are severe consequences for unauthorized access or disclosure of FTI including:**  
**Criminal Penalties**

|                                  |                                                                                                                                                                            |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unlawful Disclosure              | It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.                                                                |
| Unlawful Disclosure Consequences | Any violation of the unlawful disclosure rule is a felony punishable by a fine of up to \$5,000, or imprisonment of up to 5 years, or both, plus the costs of prosecution. |
| Unlawful Inspection              | It is against the law for State employees or contractors to willfully inspect (obtain access to and view) FTI unless they are authorized to do so.                         |
| Unlawful Inspection Consequences | Any violation of the unlawful inspection rule is punishable by a fine of up to \$1,000, or imprisonment of up to 1 year, or both, plus the costs of prosecution.           |

**Civil Liability**

|           |                                                                                                                                                                                                                                                                                         |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Liability | A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.                                                                                                                                                                  |
| Damages   | Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure. |

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

PRINTED NAME

SIGNATURE

DATE

DIVISION

SECTION

**COUNTY OF LOS ANGELES LOCAL CHILD SUPPORT AGENCY (LCSA)  
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 of Los Angeles 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<br/>Manager/Administrator</b> | <b>LCSA Chief Information Security<br/>Officer</b>                                                                                                                                                                           |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Refer to the Statement of Work                 | Chief Information Security Officer<br>County of Los Angeles<br>Child Support Services Department<br>Phillip Carnahan<br>5770 S. Eastern Avenue<br>Commerce, CA 90040<br>Phillip_Carnahan@cssd.lacounty.gov<br>(323) 929-1935 |

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 OF LOS ANGELES LOCAL CHILD SUPPORT AGENCY  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the County of Los Angeles 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**

DCSS 0593 (03/29/06)

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, Title 28, Code of Federal Regulations, part 603; 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 - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.
- \_\_\_\_\_ 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



# CONTRACTOR EMPLOYEE CONFLICT OF INTEREST DECLARATION

## A

|                                 |                         |                             |
|---------------------------------|-------------------------|-----------------------------|
| NAME (LAST, FIRST, AND MIDDLE): | SUFFIX (IF APPLICABLE): | DATE OF BIRTH (MM/DD/YYYY): |
| AGENCY NAME:                    |                         |                             |
| OFFICE LOCATION:                |                         |                             |
| JOB TITLE:                      |                         |                             |

## B

|                                                                                                                                                                                                                  | Yes                      | No                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| Do you have a current or arrears only child support case?                                                                                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you have a relative (by blood or marriage), spouse, former spouse, domestic partner with a current child support case?                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you have a friend, domestic partner, business associate or anyone with whom you have an economic interest with a current child support case?                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| If you checked "Yes" to any of the above questions, you must provide name of the Child Support Participant, date of birth and case or Participant Identification Number (PIN) associated with the case if known. |                          |                          |

## C

### CASE INFORMATION

Select one: My Case ☐ My Spouse's Case ☐ Other Conflict ☐ (refer to section B above)

|             |         |      |                           |
|-------------|---------|------|---------------------------|
| IV-D case # | County: |      |                           |
| NCP Name:   | PIN:    | DOB: | Relationship to employee: |
| CP Name:    | PIN:    | DOB: | Relationship to employee: |

Select one: My Case ☐ My Spouse's Case ☐ Other Conflict ☐ (refer to section B above)

|             |         |      |                           |
|-------------|---------|------|---------------------------|
| IV-D case # | County: |      |                           |
| NCP Name:   | PIN:    | DOB: | Relationship to employee: |
| CP Name:    | PIN:    | DOB: | Relationship to employee: |

Select one: My Case ☐ My Spouse's Case ☐ Other Conflict ☐ (refer to section B above)

|             |         |      |                           |
|-------------|---------|------|---------------------------|
| IV-D case # | County: |      |                           |
| NCP Name:   | PIN:    | DOB: | Relationship to employee: |
| CP Name:    | PIN:    | DOB: | Relationship to employee: |

Note: Please attach list of additional cases on a separate sheet of paper.

Employee: \_\_\_\_\_  
(Print Name) (Signature) (Date)

Manager: \_\_\_\_\_  
(Print Name) (Signature) (Date)

**SERVICE OF PROCESS SERVICES REQUEST FOR PROPOSALS 2026  
SELECTED PROPOSERS**

1. AAA Attorney Services II, Inc.  
714 W. Olympic Boulevard, Suite 638  
Los Angeles, CA 90015
2. Precise Investigative Services, Inc.  
1629 Paramount Boulevard  
Montebello, CA 90601