

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

FESIA A. DAVENPORT Chief Executive Officer

DATE: December 15, 2021 TIME: 2:00 p.m. - 4:00 p.m. LOCATION: TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996 TELECONFERENCE ID: 605696861#

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THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW

<u>AGENDA</u>

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented. Two (2) minutes are allowed for each item.

1. Call to order – Kirk Shelton/Anthony Baker

2. INFORMATIONAL ITEM(S):

<u>(5 minutes)</u>

A) Board Letter:

COUNTYWIDE CLASSIFICATION ACTIONS CEO/CLASSIFICATION – Jennifer Revuelta, Principal Analyst

B) Board Letter:

REQUEST TO AWARD AND EXECUTE A CONTRACT FOR AN INFORMATION TECHNOLOGY MANAGED SERVICES PROVIDER AND EXTEND INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENTS AND RELATED WORK ORDERS ISD – Christie Carr, Division Manager C) Board Letter:

RECOMMENDATION TO ADOPT RESOLUTION APPROVING ONLINE AUCTION OF TAX-DEFAULTED PROPERTY SUBJECT TO THE TAX COLLECTOR'S POWER TO SELL (2022A) TTC – Elizabeth Buenrostro Ginsberg, Chief Deputy Treasurer and Tax Collector; Deondria Barajas, Assistant Treasurer and Tax Collector

3. PRESENTATION/DISCUSSION ITEMS:

 A) LOS ANGELES COUNTY CAREER DEVELOPMENT AND EMPLOYMENT OPPORTUNITIES
 DHR – Lisa M. Garrett, Director or designee

4. **Public Comment** (2 minutes each speaker)

5. Adjournment

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) TTC REQUEST APPROVAL TO DELEGATE AUTHORITY TO AMEND CONTRACT NO. 78639 WITH FIS AVANTGARD LLC
- B) TTC RECOMMENDATION TO AWARD A CONTRACT FOR TREASURY MANAGEMENT INVESTMENT ACCOUNTING SYSTEM TO CLEARWATER ANALYTICS, LLC
- C) ASSESSOR NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE CONTRACT NEGOTIATIONS WITH JUST APPRAISED TO IMPLEMENT A WORKFLOW MANAGEMENT SOLUTION FOR THE ASSESSOR'S CHANGE OF OWNERSHIP PROCESS
- D) ISD –AWARD THREE JOB ORDER CONTRACTS FOR DESIGN, ENGINEERING, AND INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT COUNTY FACILITIES – ADOPT AND ADVERTISE VARIOUS SPECIFICATIONS
- E) CEO/RE/DMH REQUEST FOR ADDITIONAL LOW VOLTAGE FUNDS FOR AN EXISTING LEASE PROPERTY FOR THE DEPARTMENT OF MENTAL HEALTH AT 4510 EAST PACIFIC COAST HIGHWAY, LONG BEACH
- F) CEO/CP BOND ANTICIPATION NOTES AUTHORIZATION AND REIMBURSEMENT RESOLUTION

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

⊠ Board Lette	r 🗌 B	oard Memo	□ Other
OPS CLUSTER AGENDA REVIEW DATE	12/15/2021		
BOARD MEETING	1/11/2022		
DELEGATED AUTHORITY BOARD LETTER	🗌 Yes 🛛 No		
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS		
DEPARTMENT	CHIEF EXECUTIVE OFFICE		
SUBJECT	COUNTYWIDE CLASSIFICATI	ON ACTIONS	
PROGRAM			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No		
Contract	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Total cost: \$511,000 (all funds) \$17,000 (NCC) TERMS (if applicable):	Funding source:	
	Explanation:		
PURPOSE OF REQUEST			
BACKGROUND (include internal/external issues that may exist)		al Examiner (UC) (5402)	
	Services to reclassify four standardize the classificat	Reorganization Study in the Depart (4) ordinance positions. This phase ion levels of laboratory managemen sitions in the Departments of Chief E	e of the study will t positions.
	Children and Family Servi	d Registrar-Recorder/County Clerk.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Ema Jennifer Revuelta, Principal /	il: Analyst, (213) 974-1783, <u>jrevuelta@</u>	ceo.lacounty.gov



CEO January 11, 2022 General Reclass Board Letter Summary

CEO Classification Contact Information:

Jennifer Revuelta, Principal Analyst, (213) 974-1783, <u>irevuelta@ceo.lacounty.gov</u> Alex Evans, Principal Analyst, (213) 893-2370, <u>aevans@ceo.lacounty.gov</u> Eileen Cohen, Principal Analyst, (213) 974-2398, <u>ecohen@ceo.lacounty.gov</u> Elisabeth Dugan, Senior Analyst, (213) 974-0396, <u>edugan@ceo.lacounty.gov</u> Jon Lenvik, Senior Analyst, (213) 974-2539, <u>jlenvik@ceo.lacounty.gov</u> Bany Rojas, Senior Analyst, (213) 974-1772, <u>edugan@ceo.lacounty.gov</u>

This Board Letter includes:

- 1. Addition of two (2) unclassified classifications:
 - Medical Director, Medical Examiner (UC) (Item No. 5402)
 (E18) \$273,192.00 \$366,276.00
 This classification is being established to serve as the principal assistant to the Chief Medical Examiner, with primary responsibility for managing the Medical Division, which is charged with providing autopsies, examinations, laboratory analysis, and other specialized forensic and professional work of the Department of Medical Examiner-Coroner.
 - Executive Director, Homeless Initiative (UC) (Item No. 0843) (R19) \$17,444.83 - \$27,130.29 (Control Point \$22,527.43) This classification is being established to have responsibility for overseeing the development and implementation of comprehensive strategies and programs to ensure the achievements of the Board of Supervisors' priorities in combatting homelessness as well as overseeing the County's affordable housing priorities.
- 2. Department of Health Services (DHS) Laboratory Reorganization Study
 - We are recommending implementation of Phase I of the Laboratory Reorganization Study in DHS to implement a standardized and integrated laboratory structure throughout hospital and ambulatory care settings. This reorganization includes revision of laboratory management class specifications to update the standards and concept of laboratory management classifications; and utilize the new Regional Director, Clinical Laboratory (Item No. 4910) classification. This phase of the study reclassifies four (4) ordinance positions to standardize the classification levels of laboratory management positions in the department.
- 3. Reclassification of 14 positions in the Departments of Chief Executive Office, Children and Family Services, District Attorney, DHS, Internal Services, Parks and Recreation, and Registrar-Recorder/County Clerk.

N:\CLASSIFICATION\ABCD - BOARD LETTERS - WORKING FILE\BOARD LETTER - RECLASS 01-11-22\01.11.21 GENERAL RECLASS BL SUMMARY(1).DOCX



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

> Board of Supervisors HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

SHEILA KUEHL Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

FESIA A. DAVENPORT Chief Executive Officer

January 11, 2022

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

Dear Supervisors:

COUNTYWIDE CLASSIFICATION ACTIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter and accompanying ordinance will update the tables of positions and the departmental staffing provisions by adding two (2) unclassified classifications; by implementing Phase I of the Laboratory Reorganization Study in the Department of Health Services (DHS); and by reclassifying positions in various County departments.

IT IS RECOMMENDED THAT THE BOARD:

Approve the accompanying ordinance amending Title 6, Salaries, of the County Code to add two (2) unclassified classifications in the Departments of Chief Executive Officer (CEO) and Medical Examiner-Coroner; to reclassify four (4) positions as a result of the Laboratory Reorganization Study in DHS; and to reclassify an additional 14 positions in the Departments of CEO, Children and Family Services (DCFS), District Attorney, DHS, Internal Services, Parks and Recreation, and Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board of Supervisors (Board) has requested submission of classification letters on a periodic basis throughout the year to implement recommended actions in a timely manner. Approval will provide the ordinance authority for County departments to implement the classification and compensation changes in this letter.

These recommendations will ensure the proper classification and compensation of positions based upon the duties and responsibilities assigned to these jobs and as performed by the incumbents (Attachments A, B and C). This is a primary goal of the County's classification and compensation system.

The Honorable Board of Supervisors 01/11/22 Page 2

These actions are recommended based upon generally accepted professional principles of classification and compensation. Furthermore, these actions are important in addressing departmental operational needs and in maintaining consistency in personnel practices throughout the County. The proper classification and compensation of positions facilitates efficient business operations and can reduce the number of costly personnel-related issues.

New Unclassified Classifications

We are recommending the establishment of Medical Director, Medical Examiner (UC) (Item No. 5402) (Attachment A). The single position class will serve as the principal assistant to the Chief Medical Examiner, with primary responsibility for managing the Medical Division, which is charged with providing autopsies, examinations, laboratory analysis, and other specialized forensic and professional work of the Department of Medical Examiner-Coroner. The position is an integral part of the executive team and will assist the Chief Medical Examiner with overall departmental planning and operations, and will represent the Chief Medical Examiner on medical or related issues in his/her absence or as directed.

We are recommending the establishment of Executive Director, Homeless Initiative (UC) (Item No. 0843) (Attachment A). The single position class will be assigned to the Executive Office of the Chief Executive Office and will report to the CEO. The position will have responsibility for overseeing the development and implementation of comprehensive strategies and programs to ensure the achievements of the BOS' priorities in combatting homelessness as well as overseeing the affordable housing function for the County.

DHS - Laboratory Reorganization

We are recommending implementation of Phase I of the Laboratory Reorganization Study in DHS to implement a standardized and integrated laboratory structure throughout hospital and ambulatory care settings (Attachment B). Phase I of this reorganization includes a review of six (6) laboratory management positions at LAC+USC Medical Center, Harbor-UCLA Medical Center (HUMC), and Olive-View UCLA Medical Center (OVMC); revision of laboratory management class specifications to update the standards and concept of laboratory management classifications; and utilize the new Regional Director, Clinical Laboratory (Item No. 4910) classification, which your Board approved on February 9, 2021. The Honorable Board of Supervisors 01/11/22 Page 3

This phase of the study reclassifies four (4) ordinance positions to properly allocate the levels of laboratory management positions in the department. Two (2) of the subject positions will reside in the Health Services Administration and will have management responsibility for a regional clinical laboratory system within DHS, including multiple hospital-based and clinic-based laboratories. The subject positions assigned to this function will be reclassified to the new Regional Director, Clinical Laboratory classification. The remaining two (2) subject positions will be reclassified to Clinical Laboratory Scientist Administrative Supervisor to ensure internal alignment with positions assigned to oversee laboratory operations at HUMC and OVMC.

Reclassifications

There are an additional 14 positions in seven (7) departments being recommended for reclassification (Attachment C). The duties and responsibilities assigned to these positions have changed since the original allocations were made. The positions would be appropriately classified in the recommended classes.

Implementation of Strategic Plan Goals

Approval of the accompanying ordinance will further the County Strategic Plan Goal III – Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 to Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The projected budgeted annual cost resulting from these recommended actions is estimated to total \$511,000 (all funds). Net County cost is estimated to be \$17,000. Cost increases associated with upward reclassification actions will be absorbed within the Adopted Budget for each affected department. No additional funding is required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Charter authorizes the establishment and maintenance of "a classification plan and the classification of all positions." This responsibility is further delineated in Civil Service Rule 5.

Appropriate notifications have been made to the impacted employee organizations regarding the recommended classification actions. The accompanying ordinance implementing amendments to Title 6, Salaries, of the County Code, has been approved as to form by County Counsel.

The Honorable Board of Supervisors 01/11/22 Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these classification recommendations will enhance the operational effectiveness of the departments through the proper classification and compensation of positions.

Respectfully submitted,

FESIA A. DAVENPORT Chief Executive Officer

FAD:JMN:AC:AYH JR:KP:mmg

Enclosures

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Human Resources Affected Departments

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DRAFT).Docx											

CLASSIFICATION PLAN CHANGES

ATTACHMENT A

UNCLASSIFIED CLASSIFICATIONS RECOMMENDED FOR ADDITION TO THE CLASSIFICATION PLAN

Proposed Savings/ Cafeteria Benefit Plan	ltem No.	Title	Recomi Sal Schedu Le	ary ule and
Savings/ Megaflex	5402	Medical Director, Medical Examiner (UC)	N42	E18
Savings/ Megaflex	0843	Executive Director, Homeless Initiative (UC)	N23	R19

ATTACHMENT B

DEPARTMENT OF HEALTH SERVICES LABORATORY REORGANIZATION STUDY - PHASE I

No of Pos.	Present Classification and Salary	No of Pos.	Classification Findings and Salary
Harbor	Care South		
1	Clinical Laboratory Scientist Administrative Coordinator Item No. 4909A NMO 113A Represented	1	Clinical Laboratory Scientist Administrative Supervisor Item No. 4908A NMO 115L Non-Represented
LAC+U	SC Medical Center		
1	Intermediate Typist-Clerk Item No. 2214A NMVO 72B Represented	1	Regional Director, Clinical Laboratory Item No. 4910A N23 S13 Non-Represented
Olive Vi	ew-UCLA Medical Center		
1	Clinical Laboratory Scientist Administrative Coordinator Item No. 4909A NMO 113A Represented		Clinical Laboratory Scientist Administrative Supervisor Item No. 4908A NMO 115L Non-Represented
1	Intermediate Typist-Clerk Item No. 2214A NMVO 72B Represented	1	Regional Director, Clinical Laboratory Item No. 4910A N23 S13 Non-Represented

ATTACHMENT C

CHIEF EXECUTIVE OFFICE

No of Pos.	Present Classification and Salary	No of Pos.	Classification Findings and Salary
1	Administrative Services Manager I Item No. 1002A NMO 101L Non-Represented	1	Analyst, CEO Item No. 0827A N35MO 101A Non-Represented
1	Assistant Chief Executive Officer (UC) Item No. 0861A N23 R19 Non-Represented	1	Executive Director, Homeless Initiative (UC) Item No. 0843A N23 R19 Non-Represented (new classification)
2	Senior Manager, CEO (UC) Item No. 0847A N23 R17 Non-Represented	1	Executive Director, Alternatives to Incarceration (UC) Item No. 0849A N23 R17 Non-Represented
		1	Executive Director, Racial Equity (UC) Item No. 0848A N23 R17 Non-Represented

The duties of the subject Administrative Services Manager I position include assisting with contracting administration and monitoring for the Service Integration Division; assisting with researching and collecting data pertaining to Service Integration programs and projects; providing specialized staff support; and preparing reports for Division and Branch management. Incumbents in the class of Administrative Services Manager I independently perform a full range of difficult to complex analytical assignments and make recommendations on issues which directly impact departmental programs and administrative operations. In contrast, incumbents in the class of Analyst, CEO provide professional staff support to the CEO in the planning, coordination, direction, and control of such specialized County functions as the County budget, finance, operations, capital projects, legislative analysis, organization and management studies, employee relations, compensation policy, and services integration and coordination functions. A review of the proposed reclassification confirms the duties are consistent with the class of Analyst, CEO. Therefore, we recommend upward reclassification to Analyst, CEO.

ATTACHMENT C

CHIEF EXECUTIVE OFFICE (Continued)

The subject Assistant Chief Executive Officer (UC) position is assigned to the Executive Office within CEO. A review of the proposed reclassification confirms the subject Assistant Chief Executive Officer (UC) position will perform duties consistent with the class of Executive Director, Homeless Initiative (UC) which is being established as a new classification. The subject position will report directly to the CEO and will oversee the development and implementation of comprehensive strategies and programs to ensure the achievements of the BOS' priorities in combatting homelessness as well as overseeing the affordable housing function for the County. Duties and responsibilities of the subject position are consistent with the newly-established Executive Director, Homeless Initiative (UC). Therefore, we recommend lateral reclassification to Executive Director, Homeless Initiative (UC).

The duties of the first subject Senior Manager, CEO (UC) position include leading efforts in reforming the County's criminal justice system, reducing recidivism, and enhancing the safety of neighborhoods; and serving as the visionary leader of the newly-formed Alternatives to Incarceration (ATI) Initiative. Incumbents in the class of Senior Manager, CEO (UC) direct the administration of a variety of services, programs, and projects impacting the County such as safety and disaster services, public information services, legislative and grant coordination, capital projects, homeless services, and affordable housing services. In contrast, incumbents in the class of Executive Director, Alternatives to Incarceration (UC) oversee the activities of the ATI Section where they direct the County's efforts in reforming the criminal justice system and reducing recidivism. A review of the proposed reclassification confirms the duties are consistent with the class of Executive Director, Alternatives to Incarceration (UC). Therefore, we recommend lateral reclassification to Executive Director, Alternatives to Incarceration (UC).

The duties of the second subject Senior Manager, CEO (UC) position include establishing, supporting, leading, and managing efforts to identify and eliminate structural and systemic racism in areas where the County has control; promoting efforts to deepen the County's work on diversity and inclusion; and responsibility for public-private partnerships aimed at policy development and coordination of the County's efforts centered on anti-racism, diversity, equity, and inclusion. Incumbents in the class of Senior Manager, CEO (UC) direct the administration of a variety of services, programs, and projects impacting the County such as safety and disaster services, public information services, legislative and grant coordination, capital projects, homeless services, and affordable housing services. In contrast, incumbents in the class of Executive Director, Racial Equity (UC) direct the Anti-Racism Program Section and lead the County's efforts in identifying and eliminating structural and systemic racism within the jurisdiction of the County of Los Angeles. A review of the proposed reclassification confirms the duties are consistent with the class of Executive Director, Racial Equity (UC). Therefore, we recommend lateral reclassification to Executive Director, Racial Equity (UC).

ATTACHMENT C

CHILDREN AND FAMILY SERVICES

No		No	
of	Present	of	Classification
Pos.	Classification	Pos.	Findings
1	Assistant Division Chief,	1	Division Chief, Children and
	Children and Family Services		Family Services
	Item No. 9090A		Item No. 9108A
	N23 S11		N23 S12
	Non-Represented		Non-Represented

The subject position is located in the Resource Family Approval, Courts, and Adoptions Bureau and reports to a Deputy Director, Children and Family Services (UC). The subject position is responsible for managing the Adoptions Division by directing, planning, organizing, and evaluating the administration and operations of the division, which provides countywide adoption services. The subject position works in partnership with the California Department of Social Services, regional leadership, and other external stakeholders to ensure DCFS' timely processing and finalization of adoptions. The duties and responsibilities of the subject position meet the classification criteria for the Division Chief, Children and Family Services, a class that is responsible for directing, planning, organizing, and evaluating the activities of a division within DCFS. Therefore, we recommend upward reclassification to Division Chief, Children and Family Services.

DISTRICT ATTORNEY

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Stenographic Reporter	1	Staff Assistant II
	Item No. 2198A		Item No. 0913A
	NMO 92L		NMO 89B
	Represented		Represented

The subject position is located in the Office of the District Attorney's Recruitment Unit which is responsible for administering the department's Volunteer Program and Paid Law Clerk Program. The subject position reports to a Deputy District Attorney IV that serves as the Deputy-in-Charge (DIC). The position functions as an assistant to the DIC and oversees the administrative aspects of the Paid Law Clerk Program. The subject position also supervises one Volunteer Program Coordinator II and one Intermediate Typist-Clerk; acts as the office administrator in the DIC's absence; conducts special assignments, studies, and research; suggests improvements to the workflow of the unit; and oversees logistical operations to ensure work is completed accurately and timely. The duties and responsibilities of the subject position meet the allocation standards for Staff Assistant II. Positions allocable to this class assists the manager of a major division or bureau in a

ATTACHMENT C

DISTRICT ATTORNEY (Continued)

County department by analyzing and making recommendations for the solution of a variety of problems of organization, budget, procedures, systems, program, general management, and personnel. As such, we recommend downward reclassification of the subject position to Staff Assistant II.

DHS – ADMINISTRATION

No of Pos.	Present Classification	No of Pos.	Classification Findings
1	Senior Physician	1	Medical Director I
	Item No. 5456A-78		Item No. 5463A
	N42 E08		N42 E24
	Non-Represented		Non-Represented

The subject position functions as Director of Education and Training in DHS and reports to the Chief Medical Officer. The subject position has responsibility for overall management, coordination, and facilitation of all health-related training programs in DHS; and directs Designated Institutional Officials (DIO) and Program Directors assigned to various facilities to oversee over 2,200 medical students and trainees enrolled in Accreditation Council for Graduate Medical Education (ACGME) approved programs. Additionally, the subject position oversees other educational directors assigned to dental, physician assistant, and podiatry residency education programs, as well as other related allied health training programs, including radiology, medical assistant, pharmacy, and respiratory therapy.

The Director of Education and Training is responsible for the effective formulation, execution, and expansion of multiple training programs; and works with DIOs and Program Directors, executive management, and outside agencies, such as ACGME, David Geffen School of Medicine, Keck School of Medicine, Charles Drew University of Medicine and Science, and Kaiser Permanente, to ensure the implementation, and where possible, expansion of such programs. The duties and responsibilities meet the classification criteria for Medical Director I, a class that reports to a Medical Director II or higher-level hospital or medical administrator and acts as the head of a medically related program for DHS. Therefore, we recommend upward reclassification to Medical Director I.

ATTACHMENT C

INTERNAL SERVICES DEPARTMENT (ISD)

No of Pos.	Present Classification and Salary	No of Pos.	Classification Findings and Salary
1	Database Administrator Item No. 2620A NMO 113E Non-Represented	3	Administrative Manager X, ISD Item No. 1078A NMO 112G Non-Represented
1	Senior Application Developer Item No. 2525A NMO 105K Represented		
1	Telecommunications Systems Engineer Item No. 3528A N4O 110C Represented		

The three (3) subject positions are located in the Organizational Effectiveness Section of the Executive Service. The subject positions act as special assistants to department executives and serve as an administrator over the communications aspect of Board initiatives, programs, community enhancement projects, and emergency management related logistics. Duties of the subject positions include liaison with executives and senior staff of the BOS, County departments, and other governmental agencies; represent the department as an administrator for Board directives and departmental goals; facilitate and represent ISD at meetings with County officials, business executives, and community leaders; lead major initiatives and special projects; conduct research and analysis to present recommendations for organizational performance measures, and service delivery objectives; assist in development of long-range plans, strategy, and programs for the County's disaster and emergency requirements; and participate as a member of the Emergency Management Council.

Incumbents allocated to the Database Administrator class perform activities to support databases running on enterprise-level database management systems. Incumbents allocated to the Senior Application Developer class perform application development related duties including analysis, design, evaluation, development, coding, testing, and maintenance of complex application systems. Incumbents allocated to the Telecommunications Systems Engineer class design, plan, and develop telecommunications systems and related equipment. In contrast, incumbents allocated

ATTACHMENT C

INTERNAL SERVICES DEPARTMENT (Continued)

to the class of Administrative Manager X, ISD assist in the administration of the operations of ISD by developing, implementing, and supervising various programs, activities, and special projects. Incumbents in this class may act as a special assistant or technical expert to the head of the department or to a senior manager. The three subject positions act as special assistants and technical experts for the department head and senior management. Therefore, we recommend downward reclassification of the Database Administrator and upward reclassification of the Senior Application Developer and Telecommunications Systems Engineer to Administrative Manager X, ISD.

No		No	
of	Present	of	Classification
Pos.	Classification	Pos.	Findings
1	Administrative Assistant III	1	Administrative Services Manager I
	Item No. 0889A		Item No. 1002A
	NMO 94G		NMO 101L
	Represented		Non-Represented
1	Intermediate Typist-Clerk	1	Senior Typist-Clerk
	Item No. 2214A		Item No. 2216A
	NMVO 72B		NMVO 76G
	Represented		Represented

PARKS AND RECREATION

The subject Administrative Assistant III position reports to a Special Assistant, Parks and Recreation and represents the department in confidential and highly sensitive matters of interest to the County and patrons of departmental programs and facilities. As the subject position is located in the Executive Office and handles correspondence for executive and other management-level staff, reclassification to a non-represented class is appropriate. Therefore, we recommend upward reclassification of the subject position to Administrative Services Manager I.

The subject Intermediate Typist-Clerk position reports to an Assistant Regional Recreation Director and performs specialized clerical tasks including correspondence, scheduling, researching, tracking employee files and performance evaluations, and generating spreadsheets and reports. Positions performing similar work within the department supporting the Assistant Regional Recreation Director level are classified as Senior Typist-Clerk. Therefore, we recommend upward reclassification of the subject position to Senior Typist-Clerk.

ATTACHMENT C

REGISTRAR-RECORDER/COUNTY CLERK

No		No	
of	Present	of	Classification
Pos.	Classification	Pos.	Findings
1	Program Analyst	1	Administrative Assistant III
	Item No. 1624A		Item No. 0889A
	NMO 101G		NMO 94G
	Non-Represented		Represented
1	Senior Typist-Clerk	1	Supervising Typist-Clerk
	Item No. 2216A		Item No. 2219A
	NMVO 76G		NMVO 76G
	Represented		Represented

The subject Program Analyst position reports directly to an Assistant Registrar-Recorder/County Clerk (UC), and is located within the Recorder/County Clerk Bureau, Administration Office. The subject position is responsible for supporting the Assistant Registrar-Recorder/County Clerk (UC) with operational, budgetary, and oversight duties for the Document Recording and Public Records Divisions. Duties include assisting management with budget planning, drafting contractual language, monitoring contract deliverables, and leading special projects assigned by management. The duties and responsibilities of the subject position meet the classification criteria for the Administrative Assistant III, a class that is responsible for defining, analyzing, and making recommendations for the solution of highly-complex operating, budgetary, and other management problems. Therefore, we recommend downward reclassification to a vacant Administrative Assistant III position.

The subject Senior Typist-Clerk position reports directly to an Intermediate Supervising Clerk and provides direct supervision to four (4) Intermediate Typist-Clerk positions, and is located within the Candidate and Voter Services Bureau, Voter Records Division, Data Entry and Signature Verification Section. The subject position will provide immediate supervision, instruction, and training to subordinate staff performing election and voter operations duties. In addition, the subject position will conduct quality control of work processes to ensure staff work was performed accurately and completely. The subject position will prepare and maintain attendance and workload reports for management review. The duties and responsibilities of the subject position meet the classification criteria for the Supervising Typist-Clerk, a class that typically supervises clerical staff and performs a wide variety of general and specialized clerical work, including typing duties. Therefore, we recommend lateral reclassification of the subject position to Supervising Typist-Clerk.

ANALYSIS

This ordinance amends Title 6 - Salaries, of the Los Angeles County Code by:

- Adding and establishing the salary for two unclassified classifications; and
- Adding, deleting, and/or changing certain classifications and numbers of ordinance positions in the departments of Chief Executive Officer, Children and Family Services, District Attorney, Health Services, Internal Services, Parks and Recreation, and Registrar-Recorder/County Clerk.

RODRIGO CASTRO-SILVA County Counsel

By:__

RICHARD D. BLOOM Principal Deputy County Counsel Labor & Employment Division

RDB:

ORDINANCE NO.

An ordinance amending Title 6 - Salaries, of the Los Angeles County Code to add and establish the salary for two unclassified classifications; and add, delete, and/or change certain employee classifications and number of ordinance positions in various departments to implement the findings of classification studies.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 6.28.050 is hereby amended to add the following classes:

ITEM NO.	TITLE	EFFECTIVE DATE	SALARY SALARY SCHEDU LEVEL	•
<u>5402</u>	MEDICAL DIRECTOR,MEDICAL EXAMINER(UC)	*	<u>N42</u>	<u>E18</u>
<u>0843</u>	EXECUTIVE DIRECTOR, HOMELESS	*	<u>N23</u>	<u>R19</u>

*The Executive Office/Clerk of the Board of Supervisors shall insert the effective

date for the salary or salary schedule and level in the space provided for the

classifications added to Section 6.28.050 of the County Code.

SECTION 2. Section 6.50.010 (Department of Chief Executive Officer) is hereby

amended to delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

1002A 1 ADMINISTRATIVE SERVICES MANAGER I

SECTION 3. Section 6.50.010 (Department of Chief Executive Officer) is hereby

amended to add the following classes and number of ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>0849A</u>	<u>1</u>	EXECUTIVE DIRECTOR, ALTERNATIVES TO INCARCERATION (UC)
<u>0843A</u>	<u>1</u>	EXECUTIVE DIRECTOR, HOMELESS INITIATIVE(UC)
<u>0848A</u>	<u>1</u>	EXECUTIVE DIRECTOR, RACIAL EQUITY (UC)

SECTION 4. Section 6.50.010 (Department of the Chief Executive Officer) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
0827A	23	<u>24</u>	ANALYST,CEO
0861A	7	<u>6</u>	ASST CHIEF EXECUTIVE OFFICER(UC)
0847A	7	<u>5</u>	SENIOR MANAGER, CEO(UC)

SECTION 5. Section 6.53.010 (Department of Children and Family Services) is

hereby amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDIN POSIT	ANCE	TITLE
9090A	3	<u>2</u>	ASST DIV CHIEF, CHILD & FAMILY SERVS
9108A	22	<u>23</u>	DIVISION CHIEF, CHILD & FAMILY SERVS

SECTION 6. Section 6.70.010 (District Attorney) is hereby amended to change

the number of ordinance positions for the following classes:

ITEM NO. OF NO. ORDINANCE POSITIONS		ANCE	TITLE	
0913A	1	<u>2</u>	STAFF ASSISTANT II	
2198A	-4	<u>3</u>	STENOGRAPHIC REPORTER	

SECTION 7. Section 6.78.010 (Department of Health Services– Administration)

is hereby amended to change the number of ordinance positions for the following

classes:

ITEM NO.	NO. OF ORDIN POSIT	IANCE	TITLE
5463A	2	<u>3</u>	MEDICAL DIRECTOR I
5456A	6	<u>5</u>	SENIOR PHYSICIAN

SECTION 8. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

4909A 1 CLINICAL LAB SCIENTIST ADMV COORD

SECTION 9. Section 6.78.055 (Department of Health Services – Harbor Care

South) is hereby amended to add the following class and number of ordinance positions:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

4908A 1 CLINICAL LAB SCIENTIST ADMV SUPVR

SECTION 10. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to add the following class and number of ordinance

positions:

ITEM NO. OF TITLE NO. ORDINANCE POSITIONS

<u>4910A</u> <u>1</u> <u>REGIONAL DIRECTOR, CLINICAL LABORATORY</u>

SECTION 11. Section 6.78.060 (Department of Health Services – LAC+USC

Medical Center) is hereby amended to change the number of ordinance positions for the

following class:

ITEM NO.	NO. OF ORDIN POSITI	ANCE	TITLE
2214A	157	<u>156</u>	INTERMEDIATE TYPIST-CLERK

SECTION 12. Section 6.78.070 (Department of Health Services – Olive View-

UCLA Medical Center) is hereby amended to delete the following class and number of ordinance positions:

ITEM	NO. OF	TITLE	
NO.	ORDINANCE		
	POSITIONS		

4909A 1 CLINICAL LAB SCIENTIST ADMV COORD

SECTION 13. Section 6.78.070 (Department of Health Services - Olive View-

UCLA Medical Center) is hereby amended to add the following classes and number of

ordinance positions:

ITEM NO.	NO. OF ORDINANCE POSITIONS	TITLE
<u>4908A</u>	<u>1</u>	CLINICAL LAB SCIENTIST ADMV SUPVR
<u>4910A</u>	1	REGIONAL DIRECTOR, CLINICAL LABORATORY

SECTION 14. Section 6.78.070 (Department of Health Services - Olive View-

UCLA Medical Center) is hereby amended to change the number of ordinance positions

for the following class:

ITEM	NO. OF	TITLE
NO.	ORDINANCE	
	POSITIONS	

2214A 156 155 INTERMEDIATE TYPIST-CLERK

SECTION 15. Section 6.81.010 (Internal Services Department) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
1078A	1	<u>4</u>	ADMINISTRATIVE MANAGER X,ISD
2620A	15	<u>14</u>	DATABASE ADMINISTRATOR
2525A	133	<u>132</u>	SENIOR APPLICATION DEVELOPER
3528A	16	<u>15</u>	TELECOMMUNICATIONS SYSTEMS ENGINEER

SECTION 16. Section 6.94.010 (Department of Parks and Recreation) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE	
0889A	15	<u>14</u>	ADMINISTRATIVE ASSISTANT III	
1002A	21	<u>22</u>	ADMINISTRATIVE SERVICES MANAGER I	
2214A	12	<u>11</u>	INTERMEDIATE TYPIST-CLERK	
2216A	22	<u>23</u>	SENIOR TYPIST-CLERK	

SECTION 17. Section 6.114.010 (Registrar-Recorder/County Clerk) is hereby

amended to change the number of ordinance positions for the following classes:

ITEM NO.	NO. OF ORDINANCE POSITIONS		TITLE
0889A	16	17	ADMINISTRATIVE ASSISTANT III

1624A	3	<u>2</u>	PROGRAM ANALYST
2216A	92	<u>91</u>	SENIOR TYPIST-CLERK
2219A	15	<u>16</u>	SUPERVISING TYPIST-CLERK

SECTION 18. Pursuant to Government Code Section 25123(f), this ordinance shall take effect immediately upon final passage.

[GENRECLASS2022KPCEO].

Medical Director, Medical Examiner (UC)

Item No. 5402

Definition:

Acts as the principal assistant to the Chief Medical Examiner, with primary responsibility for managing the Medical Division, which is charged with providing autopsies, examinations, laboratory analysis, and other specialized forensic and professional work of the Department of Medical Examiner.

Standards:

As an integral part of the executive team, this single position class is responsible for assisting the Chief Medical Examiner with the planning and overall operation of the Department of Medical Examiner, with specific responsibility for directing the Medical Division, which is tasked with postmortem pathological examinations and medical investigations required to determine causes of death and ensuring overall quality and timeliness of postmortem examination reports and investigations in accordance with National Association of Medical Examiners (NAME) accreditation standards. In addition, the position is responsible for all administrative aspects of the division, including budget preparation and control, staff oversight through subordinate supervisors, procurement of equipment and supplies, and coordinating the work of the division with that of other divisions in the department. This position will serve as backup for the Chief Medical Examiner on medical or related issues in his/her absence or as directed.

Examples of Duties:

Directs the forensic medicine division through subordinate supervisors concerned with providing autopsies, examinations, laboratories, and other specialized and professional work of the Department of the Coroner.

Has responsibility for post-mortem pathological examinations and medical investigations required to determine the cause of deaths.

Ensures overall quality and timeliness of postmortem examination reports and investigations.

Has responsibility for qualitative and quantitative analysis to determine the presence or absence of poisons, drugs, or other chemicals and their potential contribution to death.

Oversees the administrative aspects of the division, including preparation and control of budget, staff oversight, procurement of necessary equipment and supplies, and coordinating the work of the division with other divisions in the department.

Directs the training of interns, resident physicians, and medical and technical students in the work of the division and instructs professional and technical staff in current and new methodology in forensic pathology and medicine.

Ensures the accuracy of medically and legally adequate records of all cases, including reports of gross and microscopic autopsy findings, laboratory results, and medicolegal opinions regarding the cause and manner of death.

Testifies in court as an expert witness on medical evidence, conditions found, and cause of death.

Assists law enforcement agencies by gathering medical and other expert evidence at scenes of death and elsewhere in suspected capital and criminal cases.

Acts as the Chief Medical Examiner as directed, representing the department and liaising with other County departments, the Board of Supervisors, and outside organizations such as law enforcement, other governmental entities, hospitals, medical schools, and professional societies.

MINIMUM REQUIREMENTS:

TRAINING AND EXPERIENCE:

Certification in forensic pathology issued by the American Board of Pathology and two years of experience in forensic pathology.

COUNTY OF LOS ANGELES POSITION DESCRIPTION

ITEM NUMBER:

APPROVED DATE:

TITLE: EXECUTIVE DIRECTOR, HOMELESS INITIATIVE (UC)

DEFINITION:

Directs the County's strategic efforts to drive better outcomes for persons experiencing homelessness and oversees the County's affordable housing priorities.

STANDARDS:

This unclassified position is responsible for providing executive leadership and strategic direction in the development, implementation of comprehensive strategies and programs aimed at ensuring the achievement of the Board of Supervisors priorities in the areas of combating homelessness and affordable housing.

EXAMPLE OF DUTIES:

Provides executive leadership, strategic oversight and direction to the daily operations of professional staff of the Los Angeles County HI, and the County's community services providers and stakeholders in the execution of Board-approved HI strategies.

Provides support and direction to County departments and the Board in coordinating programs aimed at preventing homelessness, providing subsidized housing, outreach and engagement, and effective housing policies targeted to the people experiencing homelessness.

Provides support to County departments and entities related to accessing federal and state benefits to increase income and employment for the persons experiencing homelessness.

Leads research activities related to prevention initiatives and innovative interventions aimed at preventing or reducing homelessness within the County.

Liaises with state and local government on identifying and refining viable revenue generating proposals and/or legislation to combat homelessness and support affordable housing.

Provides oversight for data gathering, analysis and development of recommendations on potential ballot measures and taxes that could provide ongoing, dedicated revenue streams to the County to address homelessness and affordable housing.

Leads the development of strategic partnerships with local, state and national stakeholders, non-profit agencies, governmental, non-governmental, and private sector entities to leverage resources, and advance complementary strategies aimed at combating homelessness.

Oversees the development and implementation of strategies aimed at ensuring the availability and ease of access to housing, and supportive services programs for homeless individuals that are the most frequent users of County social services.

Secures ongoing State funding and balances the demands for Measure H funding.

Confronts the collateral impacts of public emergency while sustaining public support of persons experiencing homelessness.

MINIMUM REQUIREMENTS:

Graduation from an accredited college or university with a Bachelor's degree in urban planning, human services, social science, business administration, public administration, or a closely related field –AND– five years of highly-responsible managerial experience in a large and complex private or governmental agency performing complex analysis and resolution of problems related to organization, project management or other governmental programs –AND– one year of the qualifying experience must have included planning, organizing, directing and evaluating the work of diverse functional units within the agency, as well as the direction and administration of a variety of services, programs, and projects.

LICENSE: A valid California Class "C" Driver's License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

PHYSICAL CLASS: "2" - Light.

DESIRABLE EXPERIENCE/QUALIFICATIONS:

Extensive knowledge of socio-economic and other factors influencing issues of homelessness and affordable housing.

Proven experience designing and implementing social services programs and outreach strategies to populations served by the County.

Demonstrated experience managing multidisciplinary teams in the implementation of social service programs with large amounts of public funding.

Extensive experience managing multidisciplinary teams in the development and implementation of specialized projects and programs.

Experience working with elected officials, philanthropic organizations and civic-minded private sector organizations that provide services to the persons experiencing homelessness in the County.

Deep understanding of federal, state, and county government structures and functions, and their programs and services.

Experience in securing and managing grant funding for complex interconnected programs in a large-scale governmental entity.

Experience with funding streams and managing budgets.

An advanced degree.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

⊠ Board Letter	□ Board I	Memo	□ Other		
OPS CLUSTER AGENDA DATE	12/15/2021				
BOARD MEETING	1/11/2022				
DELEGATED AUTHORITY BOARD LETTER	🛛 Yes 🗌 No				
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS				
DEPARTMENT	Internal Services Department (ISD)			
SUBJECT	Request authority to award and execute a contract for an Information Technology (IT) Managed Services Provider (MSP) and extend Information Technology Support Services Master Agreements (ITSSMA) and related Work Orders (WO).				
PROGRAM	Countywide Managed Services	s Provider			
SOLE SOURCE CONTRACT	🗌 Yes 🛛 No				
CONTRACT	If Yes, please explain why: N/A				
DEADLINES/ TIME CONSTRAINTS	The current ITSSMAs expire on March 31, 2022, and the MSP contract will replace the ITSSMAs.				
COST & FUNDING	Total cost: Total contract cost is approximately \$700,000 annually. WO expenditures under the recommended contract will vary from year- to-year based on the needs of County departments. TERMS: Three (3) years, comr	and other County departm. Budgets. Expenditures ov remain within each authori appropriation. The recomn percentage fee of 2.34 of t the only compensation tha \$700,000/year).	or these services is included in ISD's ents' Fiscal Year 2021-22 Adopted er the term of the Contract will zed County department's budgeted hended contract provides for a he hourly rate for each WO and is t Contractor will receive (approx.		
	options, and six (6) additional month-to-month extensions. Explanation: Approval of recommended contract will allow the County to contract with a single contractor (MSP) to perform the overall acquisition services for as-needed IT consultant support services for County departments via a fully integrated, contractor hosted, web-based SaaS solution ("Vendor Managed System" or "VMS"). The single recommended contract will replace the current 80 ITSSMAs.				
PURPOSE OF REQUEST	ISD is shifting from the current Master Agreement model to a MSP model where the County can leverage its robustness to contract with one vendor-neutral firm that will be responsible for, (i) recruiting/establishing a Qualified Vendor Network (QVN), (ii) managing the County's ever- growing pool of vendors that provide as-needed hourly-based ITC Support services, (iii) real- time reporting of key service and fiscal data/metrics, (iv) facilitation of consultant evaluation and selection, and (v) the monitoring/enforcement of contract compliance. Shifting to an MSP model will decrease the WO award cycle time as well as increase competition and help ensure that work for these IT services is more equitably awarded to the County vendor community.				
BACKGROUND (include internal/external issues that may exist)	ISD administers the ITSSMA, needed information support a technology projects. The ITSSI (identified by ISD's customer receiving IT services, under the successful and seamless trans	which provides a means for and consulting services to MAs expire on March 31, 20 departments) will ensure e specific project scope, wit ition of services to the recon	r County departments to acquire as- assist with short-term information 022. Extending critical ITSSMA WOs that County departments continue hout disruption, thereby allowing the nmended MSP contract.		
DEPARTMENT CONTACT	Christie Carr, Division Manage	r, (323)267-3101, <u>ccarr@isc</u>	<u>d.lacounty.gov</u>		



County of Los Angeles INTERNAL SERVICES DEPARTMENT

> 1100 North Eastern Avenue Los Angeles, California 90063

SELWYN HOLLINS Director

"Trusted Partner and Provider of Choice"

Telephone: (323) 267-2101 FAX: (323) 264-7135

January 11, 2022

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 TO AWARD AND EXECUTE A CONTRACT FOR AN INFORMATION TECHNOLOGY MANAGED SERVICES PROVIDER AND EXTEND INFORMATION TECHNOLOGY SUPPORT SERVICES MASTER AGREEMENTS AND RELATED WORK ORDERS (ALL DISTRICTS – 3 VOTES)

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Request delegated authority to Internal Services Department (ISD) to award and execute a Managed Services Provider (MSP) contract with Acro Service Corporation (Acro) to provide management services for the acquisition of as-needed, hourly-based Information Technology Consulting (ITC) support services for County departments. Additionally, the recommended contract will provide a software as a service (SaaS) solution for management of such services. ISD is also seeking approval to extend several Information Technology Support Services Master Agreements (ITSSMAs) and related Work Orders (WOs) to allow such work to complete under ITSSMA while the recommended contract is being implemented.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of ISD, or designee, to award and execute the recommended contract (Attachment 1), with Acro to provide management services for Countywide ITC support services and the related SaaS solution for management of such services, at the percentage fee of 2.34 on the hourly rate for each WO, for an initial contract term of three-years, commencing upon execution, with three one-year renewal options, and six additional month-to-month extensions.

- 2. Authorize the Director of ISD, or designee, to (i) exercise the renewal options and month-to-month extensions in accordance with the recommended contract; (ii) upon review and approval as to form by County Counsel, execute applicable amendments to the contract to make necessary changes which affect the statement of work to add/delete services and/or features to existing services, and/or add/delete ITC classifications as they become necessary to meet the County's needs, make changes to the rate sheet, and/or revise the terms and conditions to align with Board policy changes and directives; (iii) execute applicable contract amendments should the original contracting entity merge, be acquired, or otherwise have a change of entity; (iv) execute individual WOs on behalf of County departments.
- 3. Approve the extension of ITSSMAs and related WOs listed in (Attachment 2), for a not-to-exceed period of one-year through March 31, 2023, to allow such work to complete under ITSSMA while the new recommended contract is being implemented.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

On August 20, 2013, the Board of Supervisors (Board) approved the ISD administered ITSSMA, which provides a means for County departments to acquire temporary, asneeded Information Technology (IT) support and consulting services to assist the County in implementing IT projects. The current ITSSMAs expire on March 31, 2022 and provide the following services:

- Mainframe/Midrange System Design and Application Maintenance
- Mainframe/Midrange Operating Systems Programming/Administration
- Mainframe/Midrange Database Administration
- Desktop Consulting and Application Development
- Client/Server Application Systems Planning and Development
- Network Services
- Technical Specialist Consulting
- Mainframe/Midrange Application Server Administration
- Business Intelligence
- Web-Based Development Services
- IT Service Management
- Communications Support Services

To ensure that ISD best meets the needs of its customers and to improve the delivery of ITC services Countywide, ISD is shifting from the current ITSSMA contracting model to a MSP contracting model where the County can leverage its robustness to contract with one vendor-neutral firm that will be responsible for, (i) recruiting/establishing a Qualified Vendor Network (QVN), (ii) managing the County's ever-growing pool of vendors that provide as-needed, hourly-based ITC Support services, (iii) real-time reporting of key service and fiscal data/metrics, (iv) facilitation of consultant evaluation and selection, and (v) monitoring/enforcement of contract compliance. Shifting to an MSP contract will provide the County with a fully integrated, contractor-hosted, web-based SaaS solution ("Vendor Managed System" or "VMS") for the acquisition of as-needed ITC support services that will streamline the service request process, decrease the WO award cycle time, as well as increase competition and help ensure that work for ITC support services is more equitably awarded to the County vendor community, including Local Small Business Enterprises (LSBE), Social Enterprises (SE), Disabled Veterans Business Enterprises (DVBE), and Community Based Enterprises (CBE).

Approval of recommendation number one will allow the County to contract with a single contractor to provide management services of the acquisition of as-needed ITC support services for County departments via a VMS. The recommended contract will also streamline the County's contracting and monitoring process by replacing the current ITSSMA with the single MSP contract.

Recommendation number two requests delegated authority to the Director of ISD, or designee, to execute amendments to exercise renewal options and month-to-month extensions, make necessary changes that affect the statement of work, add/delete ITC classifications to ensure County alignment with ever-changing IT needs, and execute WOs for Countywide as-needed ITC support services.

Recommendation number three requests delegated authority to the Director of ISD, or designee, to extend the current ITSSMAs and related WOs listed in (Attachment 2) for a not-to-exceed period of one-year, through March 31, 2023, as requested by County departments. The extensions will ensure that County departments continue receiving IT services, under the specific project scope, without disruption, thereby allowing the successful and seamless transition of services to the recommended contract. The WOs will not be further extended beyond March 31, 2023. Additional requested services will be competitively solicited under the recommended contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County Strategic Plan Goal II.1.2 Support Small Businesses and Social Enterprises; Goal III.2.1 Enhance Information Technology

Platforms to Securely Share and Exchange Data; Goal III.2.2 Leverage Technology to Increase Visibility of and Access to Services; and Goal III.2.3 Prioritize and Implement Technology Initiatives That Enhance Service Delivery and Increase Efficiency; and Goal III.3 Operational Effectiveness, Fiscal Responsibility, and Accountability, by maximizing the effectiveness of the County's processes and operations and effectively managing County resources to provide efficient and responsive ITC support services throughout the County.

FISCAL IMPACT/FINANCING

The recommended contract provides Acro compensation based on a percentage fee of 2.34 of the hourly rate on each WO, which is the only compensation that Acro will receive for work performed under the recommended contract. Vendors will not be charged any fees under the recommended contract. Acro's hourly rates for each ITC classification cannot exceed the maximum rates set forth in the recommended contract. Acro's percentage fee and their hourly rates are fixed for the entire recommended contract term, including extension options.

The recommended contract does not guarantee any minimum amount of work to Acro, or the QVN. The County only incurs obligations as individual WOs are awarded. WOs will only be solicited for and awarded where sufficient budgeted funds are available from the County departments requesting ITC support services.

Expenditures under the recommended contract will vary from year-to-year based on the needs of County departments, and County departments are responsible for ensuring they have adequate funding prior to requesting services under the recommended contract. County departments with an executed WO shall be responsible for ensuring that vendors do not provide services which exceed the amount, scope of work, and period of performance specified in the executed WO. Funding for these services is included in ISD's and other County departments' Fiscal Year 2021-22 Adopted Budgets, and sufficient appropriation will be requested in the future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contract includes suitable terms and conditions to protect the County. ISD worked closely with County Counsel to negotiate the most advantageous and commercially responsible terms possible for the County, with the original terms and conditions remaining substantially unchanged, and those provisions will be flowed down from Acro to each of the vendors that form the QVN for the protection of the County.

The recommended contract contains the required Board policy provisions, including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Duty Ordinance, Safely Surrender Baby Law, Child Support Program, and Zero Tolerance Human Trafficking. The recommended contract also contains provisions for assignment and delegation, compliance with applicable law, force majeure, indemnification, Public Records Act compliance, termination for default, and compliance with the Health Insurance Portability and Accountability Act of 1996.

Given that this is also an IT contract, appropriate provisions were included for confidentiality, the handling of security incidents, proprietary rights to use the VMS, and to allow County to assess liquidated damages for any failures by Acro to correct deficiencies. The required limits of applicable insurance for cyber liability, technology errors and omissions, and crime coverage are also included.

Due to the highly specialized and technical nature of the contracted services, the recommended contract is not a Proposition A contract and is not subject to the Living Wage Program (County Code Chapter 2.221). As such, the recommended contract does not allow for a cost-of-living adjustment. ISD has determined that the services under the recommended contract do not impact Board Policy No. 5.030, "Low-Cost Labor Resource Program", due to the specialized nature of the services.

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

CONTRACTING PROCESS

On May 19, 2021, ISD released a Request for Proposals (RFP) for a Managed Services Provider. The solicitation was posted on the County's "Doing Business with Us" web site (Attachment 3), Instagram, Twitter, LinkedIn and distributed to approximately 10,000 vendors.

To increase opportunities and participation from County Preference Program vendors (i.e., LSBE, DVBE, and SE) and the CBE program, ISD regularly coordinates outreach efforts such as vendor fairs with the Department of Consumer and Business Affairs (DCBA), and other County departments. Additionally, ISD hosted two virtual vendor events to advertise the contracting opportunity, specifically to increase participation from our small business community, and worked closely with DCBA to advertise the

contracting opportunity with their vendor network and in their newsletter. ISD and Acro will continue to advertise the contracting opportunities provided under the recommended contract, and new vendors may qualify at any time to become part of the QVN.

A mandatory virtual proposer's conference was held on June 8, 2021, with representatives from 14 firms. Four proposals were received by the July 7, 2021, deadline and all proposals were reviewed for responsiveness and compliance with minimum requirements set forth in the RFP. An evaluation committee comprised of subject matter experts from various County departments evaluated the proposals and oral presentations, in accordance with the evaluation process and criteria described in the RFP, including the hourly rate and percentage fee, technical expertise, proposed work plan and experience. None of the proposals were disqualified.

At the completion of the evaluation process, the proposal from Acro was determined to be the highest ranked proposal. The three non-selected proposers received debriefings from August 31, 2021 through September 1, 2021. One proposer submitted a Proposed Contractor Selection Review (PCSR) which was conducted by an independent reviewer and the PCSR was found to have no merit. The proposer subsequently requested a County Independent Review (CIR) for the same assertions. A CIR is currently being conducted by an outside independent reviewer on the assertions. The Protest Process will be completed prior to Board approval.

A summary of the CBE information for the recommended contractor is summarized in (Attachment 4). On final analysis, selections were made without regard to gender, race, creed, color or national origin.

The recommended contract includes maximum hourly rates for various ITC classifications. Requests for services from authorized County departments will be solicited by Acro through a competitive WO solicitation process to the QVN for which services are requested. ISD will execute WOs with Acro for the selected vendor to provide as-needed, hourly-based ITC support services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of recommendations will allow the County to contract with a single contractor to provide a SaaS solution and management services for the acquisition of as-needed, hourly-based ITC support services for County departments, and it will enable ISD to continue providing County departments with critical ITC support services without a gap, while the County transitions to the new MSP contracting model.

The Honorable Board of Supervisors January 11, 2022 Page 7

CONCLUSION

Upon approval by the Board, it is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board Letter to the Director of ISD.

Respectfully submitted,

Reviewed by

SELWYN HOLLINS Director PETER LOO Acting Chief Information Officer

SH:MO:LG:CC:ew

Attachments

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

ATTACHMENT 1 ITS-I10515



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACRO SERVICE CORPORATION

FOR AN

INFORMATION TECHNOLOGY MANAGED SERVICES

PROVIDER

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- 8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program
- 8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program
- 8.53 Time off for Voting
- 8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking
- 8.55 Integrated Pest Management Compliance
- 8.56 Compliance with Fair Chance Employment Practices
- 8.57 Compliance with the County Policy of Equity
- 8.58 Prohibition from Participation in Future Solicitation(s)
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 - 9.1 Intentionally Omitted

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- 9.2 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 9.3 Ownership of Materials, Software and Copyright
- 9.4 Intentionally Omitted
- 9.5 Intentionally Omitted
- 9.6 Data Destruction
- 9.7 Local Small Business Enterprise (LSBE) Preference Program

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STANDARD EXHIBITS

- A Statement of Work
- B Intentionally Omitted
- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
- F Contractor's Administration
- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law
- J1 Intentionally Omitted (To be included in resulting Work Order with QVN)
- J2 Intentionally Omitted (To be included in resulting Work Order with QVN)
- J3 Intentionally Omitted
- K Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- L Information Security and Privacy Requirements
- M Provisions and Exhibits to be Included in Qualified Vendor Agreement (Including Forms)

Contract

CONTRACT BETWEEN

COUNTY OF LOS ANGELES

AND

ACRO SERVICE CORPORATION

FOR A

INFORMATION TECHNOLOGY MANAGED SERVICES PROVIDER

This Contract ("**Contract**") made and entered into this ____ day of _____, 20_ ("**Effective Date**") by and between the County of Los Angeles, hereinafter referred to as County and **ACRO SERVICE CORPORATION**, hereinafter referred to as "**Contractor**". **ACRO SERVICE CORPORATION** is located at 39209 Six Mile Road, Suite 250, Livonia, Michigan, 48152, USA.

RECITALS

WHEREAS, the County may contract with private businesses for Information Technology Managed Services Provider services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing information technology consulting services as a Managed Services Provider and will secure Qualified Vendor(s) to provide IT Support Services to the County; and

WHEREAS, the Contractor will also provide a Vendor Management System ("VMS; or System") to the County that will support the service requests, work order solicitations, work orders, management, and reporting that is required of Contractor and its Qualified Vendors; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department, or designee, to execute and administer this Contract; 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 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, K L, and M 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 shall 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:

- 1.1 Exhibit A Statement of Work
- 1.2 Exhibit B Intentionally Omitted
- 1.3 Exhibit C Intentionally Omitted
- 1.4 Exhibit D Contractor's EEO Certification
- 1.5 Exhibit E County's Administration
- 1.6 Exhibit F Contractor's Administration
- 1.7 Exhibit G Form(s) Required at the Time of Contract Execution
- 1.8 Exhibit H Jury Service Ordinance
- 1.9 Exhibit I Safely Surrendered Baby Law
- 1.10 Exhibit J1 Intentionally Omitted
- 1.11 Exhibit J2 Intentionally Omitted
- 1.12 Exhibit J3 Intentionally Omitted
- 1.13 Exhibit K Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.14 Exhibit L Information Security and Privacy Requirements
- 1.15 Exhibit M Provisions and Exhibits to be Included in Qualified Vendor Agreement (Including Forms)

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties. Any provisions, terms and conditions, paragraphs and subparagraphs designated with an asterisk (*) and as identified in Exhibit M (Provisions and Exhibits to be Included in Qualified Vendor Agreement (Including Forms)) shall also flow down to Qualified Vendors and subcontractors, if any, and shall be included in their contracts with Contractor.

2 **DEFINITIONS**

2.1 Standard Definitions:

Defined terms are contained in this Contract, including its various exhibits, like Paragraph 3.0 (Definitions), Exhibit A, (Statement of Work (SOW)).

- **2.1.1 24/7**: 24 hours a day, 7 days per week, 365/6 days per year, including weekends and Holidays.
- **2.1.2 8x5**: 8 Business Hours by 5 Business Days by 52 weeks per year, excluding weekends and Holidays.
- 2.1.3 Accept; Acceptance: The County Contract Program Director's or designee's written approval of a Deliverable, a Service, the System as a whole, a milestone (if applicable), Optional Work, and/or other work under Contract in accordance with Paragraph 10.2.5 (Acceptance) of the Contract, with such approval being indicated by County Contract Program Director's or designee's signature on a Task/Deliverable Acceptance Certificate.
- **2.1.4** Active Vendor: A Qualified Vendor in the QVN who actively participates in WOS, is in compliance with the terms and conditions of this Contract and with its Qualified Vendor Agreement, and whose evidence of valid insurance requirements have been received by the Contractor.
- 2.1.5 Background Intellectual Property: any intellectual property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, utilities, routines, and tools, developed by Contractor prior to Effective Date or independent of this Contract.
- **2.1.6 Bid**: Submission of Candidate(s) resume(s) and Hourly Rates in response to a WOS.
- **2.1.7 Board of Supervisors (Board)**: The Board of Supervisors of the County of Los Angeles acting as governing body.
- **2.1.8 Business Day(s) (Days of Operations):** Monday through Friday, excluding County Holidays.

- **2.1.9 Business Hours (Hours of Operations):** 8:00 AM to 5:00 PM Pacific Time on Business Days.
- **2.1.10 Candidate(s):** A person submitted by a Qualified Vendor as a qualified resource in response to a WOS.
- 2.1.11 Classification: Positions listed in Attachment 1, (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors) for intermittent, short-term, ITC Support Services for required services will be solicited via WOS on an hourly basis.
- 2.1.12 Community Based Enterprise (CBE) Program: A policy of the County of Los Angeles Board of Supervisors that minority, women, disadvantaged, and disabled veteran's business enterprise be afforded the maximum opportunity to participate in the County's procurement program. To be eligible to participate in the County's CBE Program, a business must either be certified as a Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Disabled Veteran Business Enterprise (DVBE).
- **2.1.13 Consultant:** Candidate that has been selected by an AD to work on a WO.
- 2.1.14 Contract Discrepancy Report (CDR): Form issued by and at County Contract Program Manager's (IT Contracts) discretion when it is determined that the Contractor did not achieve satisfactory (an acceptable quality level) performance.
- 2.1.15 Contract: The agreement executed between County and Contractor. Included are all amendments amending or extending the work to be performed pursuant to this Contract. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, Deliverables, Services and other work, and implementation of the System.
- 2.1.16 Contract Metrics and Key Performance Data: Shall include, but not limited to, turnaround time of Bids, how fast Contractor is able conduct to interviews of consultants, cycle time of Background and Security check, overall cycle time from receipt of SR to Consultant starting work and frequency of replacement of consultants.
- **2.1.17 Contractor**: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who

has entered into a Contract with the County to perform or execute the work covered by this contract. Also referred to as the "MSP."

- **2.1.18 Contractor Program Director (Contractor PD)**: The meaning given to such term in Paragraph 4.3.1, (Contractor's Program Director) of the SOW.
- 2.1.19 Contractor Program Manager (Contractor PM): The meaning given to such term in Paragraph 4.3.2, (Contractor Program Manager) of the SOW.
- 2.1.20 Contractor Program Schedule: Schedule for overall Program.
- 2.1.21 County: County of Los Angeles
- 2.1.22 County Authorized Departments (AD): County Departments that have established and execute an Interdepartmental Agreement (IA) with the County Contract Program Manager (IT Contracts) to use this Contract. Only Ads can obtain services under this Contract.
- 2.1.23 County Contract Program Director (County PD): The meaning given to such term in Paragraph 4.2.1, (County Contract Program Manager) of Exhibit A (Statement of Work).
- 2.1.24 County Contract Program Manager (IT Contracts): The Person/Team designated by the Director with authority to administer and monitor the day to day operations of the Contract. Person/Team with responsibility to oversee the dayto-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor. See Paragraph 4.2.2, (County Contract Program Manager (IT Contracts)) of Exhibit A (Statement of Work).
- 2.1.25 County Department Authorized Official: Person designated by County Department authorized to sign the Interdepartmental Agreement (IA). Responsible for ensuring all Work Order Manager(s) (WOM) from their respective Department are aware and follow all Terms and Conditions agreed upon in the IA.
- 2.1.26 County Facilities: Any Facility in which County offices are located, whether owned or leased by the County, and in which the County conducts business.

- 2.1.27 County Materials: As defined in Paragraph 9.3.1.
- 2.1.28 County Preference Programs Enterprises (PPE): The County of Los Angeles has three (3) preference programs. The Local Small Business Enterprise (LSBE), Social Enterprise (SE) and Disabled Veterans Business Enterprise (DVBE). See Paragraphs 9.7, 9.8 and 9.9 in the Contract.
- 2.1.29 County Vendor webVEN: All Vendors doing or interested in doing business with the County must register online through: <u>https://camisvr.co.la.ca.us/webven/</u>
- **2.1.30 County Work Order Manager (CWOM):** The requesting AD assigned work order manager that will administer/ facilitate the WOS process as well as the resultant WO.
- 2.1.31 Day(s): Calendar day(s).
- **2.1.32 Department; ISD**: Internal Services Department (ISD) who is designated by County to administer this Contract.
- 2.1.33 Deliverable: Whether singular or plural, shall mean software, items and/or services provided or to be provided by Contractor under this Contract, including those identified as a Deliverable in Exhibit A (Statement of Work).
- 2.1.34 Department Head (Director): Director of ISD.
- **2.1.35 Designated Test:** As defined in Paragraph 10.2.5.5 (Failed Testing).
- **2.1.36 Disabling Device:** As defined in Paragraph 10.2.7 (Disabling Device) of the Contract.
- **2.1.37 Displayed/Renamed Products:** The System is displaced in Contractor's product line by another product or a renamed product containing substantially similar functionality to the System is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities).
- **2.1.38 Documentation:** All of Contractor's training course materials, system specifications and technical manuals, and all other user instructions regarding the capabilities, operation, and use of the System, including, but not limited to, online help screens contained in the System, existing as of the Effective Date and any revisions, supplements, or updates thereto.
- **2.1.39 Effective Date:** As set forth on the first page of this Contract.

- **2.1.40 Emergency:** An unforeseen combination of circumstances or the resulting state that cause a temporary interruption of essential/critical County services, poses a significant risk to County resources and that calls for immediate action, as determined by the County.
- **2.1.41 Error(s)**: Any problem identified with the VMS as further detailed in Paragraph 6.1 (Remedies: Error Resolution) of Exhibit A (Statement of Work).
- **2.1.42 Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.1.43 Health Screening:** Required by County Health Departments prior to Consultant starting an engagement.
- **2.1.44 Holiday(s)**: County Holidays.
- 2.1.45 Hourly Rates: Fully burdened hourly rates for providing consulting services in accordance with a WOS SOW. The Qualified Vendor, in bidding the Hourly Rate, has taken into consideration the possible escalation of wages, material and other costs during the term of the WO, and Contractor will not pass any increases to the County. This rate is the complete and total charge, and the County will not be obligated for any additional charges including, but not limited to, overtime, clerical, travel expenses, mileage allowance or parking.
- 2.1.46 Hours of Support: Contractor's availability for IT Contracts to contact the Contractors for any issues.
- 2.1.47 Implementation Phase: All work required from Contractor to implement the System to meet the County's business and technical requirements, and to establish the QVN.
- **2.1.48 Inactive Vendor:** A Qualified Vendor who is in compliance with the terms and conditions of this Contract, whose evidence of valid insurance has been received by the Contractor, but who has not participated in a WOS for which they are qualified to bid for a consecutive six (6) month time period.
- 2.1.49 Information Technology Contracts Section (IT Contracts): A section within ISD's Contracting Division in the County responsible for administration of this Contract. Also referred to as the "County's Contract Program Manager."

- 2.1.50 Interdepartmental Agreement (IA): An agreement executed between ISD and a County Department defining the roles and responsibilities of a Department choosing to acquire ITC through this Contract, resulting in the County department being considered an AD.
- 2.1.51 ITC Support Services: All IT consulting support services available to County to request and acquire as-needed hourlybased IT consulting services as set forth in Attachment 1, (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors).
- 2.1.52 IT Contracts Portal: Portal to allow IT Contracts access for administration purposes as described in Paragraph 5.4.1 (IT Contracts Portal) of Exhibit A (Statement of Work).
- **2.1.53 License:** As defined in Paragraph 10.2.1.1 of the Contract.
- 2.1.54 Managed Service Provider; MSP: The Contractor, who is responsible for managing the MSP Program, the QVN and providing the Services and System required in this Contract.
- 2.1.55 MSP Program: The program the Contractor is responsible for implementing for the County, which includes the System and Services and the Contractor establishing, managing and mentoring a QVN to enable ADs to request and acquire hourly based ITC Support Services as listed in Attachment 1 (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors).
- **2.1.56 Onboarding:** The activities required prior to a Consultant starting an engagement, including, but not limited to, background and security check, issuing a Consultant badge and scheduling the actual start date of a Consultant selected for a WO. Some AD's may require more thorough background and security checks and/or Health Screening.
- 2.1.57 Operations Manual: Comprehensive manual, setting forth all processes, tools, systems, and procedures to be utilized and applied by Contractor to meet the requirements set forth in Exhibit A (Statement of Work), the terms, and conditions of the Contract, and any and all other actions reasonably directed by County.

- 2.1.58 Optional Work: System customizations, Professional Services, Additional Software, additional licenses to use the System, and any related equipment, if any, which may be provided by Contractor to County upon County's request and approval in accordance with Paragraph 3.3.
- 2.1.59 Percentage Fee: percentage of Hourly Rate charged by Contractor to County as compensation for Work provided under this Contract.
- 2.1.60 Performance Requirements Summary (PRS): Attachment 5, (Performance Requirements Summary) identifies requirements of the Contract that will be monitored by County to ensure that Contractor meets Contract performance standards.
- **2.1.61 Program Handbook**: A guide to be provided to the QVN which shall detail the terms governing the relationship between Contractor and the QVN.
- 2.1.62 Potential Vendor(s): Vendors that are capable of providing services but have not applied/qualified to become a Qualified Vendor.
- **2.1.63 Qualified Vendor(s):** An individual vendor who has been awarded a contract with the Contractor to participate in the QVN and bid on Work Order Solicitations for the County.
- 2.1.64 Qualified Vendor Agreement: County approved Agreement between the Contractor and the QV, as further detailed in Paragraph 5.6 (Task 6: Qualified Vendor Agreement) of Exhibit A (Statement of Work).
- **2.1.65 Qualified Vendor Network (QVN)**: All the County-approved Qualified Vendors that have a contract with the Contractor.
- 2.1.66 Qualified Vendor Network (QVN) Profile: Information about individual Qualified Vendors available in the VMS which shall include but not limited to, PPE status, address, contact information, services provided and rates.
- 2.1.67 Quality Assurance/Quality Control (QA/QC): The quality assurance procedures Contractor must establish to assure County a consistently high level of service throughout the term of the Contract.
- **2.1.68 Vendor Portal:** A Portal in the VMS for Vendors; one portal to be utilized for Potential Vendors and one for the QVN's.

- 2.1.69 Vendor Management System; VMS; System: The Contractor hosted SaaS solution provided by Contractor to manage the MSP Program for use by the County and its authorized Users, and the QVN.
- 2.1.70 Resolution: As described in Paragraph 7.1, (Remedies; Error Resolution) of Exhibit A (Statement of Work).
- 2.1.71 Revisions: Changes to the System, including but not limited to (a) a bug fix, patch, or redistribution of the System that corrects an error as well as addresses common functional and performance issues, including Error corrections; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements, including but not limited to those constituting a new version; (c) any update to the System designed to improve its operations, usefulness, or completeness that is made generally available by Contractor to its other customers; or (d) any of the foregoing provided for the System to remain in compliance with applicable Federal, State and local laws, rules and regulations.
- 2.1.72 Scheduled Downtime: The time that the System cannot be accessed due to scheduled maintenance on the System, including but not limited to preventive maintenance, Revisions, scheduled reboots, and restarts.
- 2.1.73 Service(s): Collectively, and as applicable, all work required from the Contractor to serve as a Managed Services Provider as set forth in Exhibit A (Statement of Work) and otherwise in this Contract, including providing for the System, Optional Work, implementation/training services, Professional Services, and Support and Maintenance Services.
- 2.1.74 Service Credit(s): shall mean credits or any other form of discount to be applied by the County for Contractor's failure to meet requirements of the Contract.
- 2.1.75 System Performance Requirements: See Paragraph 7.0, (Support and Maintenance Services) of the Statement of Work.
- 2.1.76 Service Request (SR): Requests placed by IT Contracts on behalf of AD, through the VMS. SRs are open upon placement and are closed upon completion of SR.

- **2.1.77 Statement of Qualifications (SOQ):** A Vendor's application to the Contractor, and approved by the County, to become a Qualified Vendor.
- **2.1.78 Statement of Work (SOW)**: Refers to Exhibit A. The directions, provisions, and requirements provided herein and special provisions pertaining to the performance of work pursuant to the Contract.
- 2.1.79 Support and Maintenance Services: The scope required of Contractor, as set forth in Section 7.0 (Support and Maintenance Services) of Exhibit A (Statement of Work).
- **2.1.80 System Availability:** As set forth in Paragraph 7.2 (System Performance Requirements) of Exhibit A (Statement of Work).
- 2.1.81 System Performance Requirement: 99.9% as set forth in Paragraph 7.2 (System Performance Requirements) of Exhibit A (Statement of Work).
- 2.1.82 Third Party Product: All software and content licensed, leased or otherwise obtained by Contractor from a third-party, and used with the System or used for the performance of the Services.
- 2.1.83 Unscheduled Downtime: The total amount of time during any calendar month, measured in minutes, during which the System has an Error that is unresolved by Contractor, excluding Scheduled Downtime.
- **2.1.84 User(s):** Any user of the VMS and participants as permitted by the County. This includes County personnel (IT Contracts and ADs), County consultants, the QVN and Potential Vendors.
- **2.1.85 User Acceptance Testing:** Testing of the VMS prior to the "go-live." Contractor shall incorporate County feedback and proposed changes in the VMS and submit a final version for County's written approval of the VMS and Final Acceptance.
- 2.1.86 Vendor Management Solution (Program): All services available to ADs to request and acquire as-needed ITC Support Services under Attachment 1 (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors) and providing a fully integrated, web-based, Contractorhosted VMS.

- 2.1.87 Vendor Management System (VMS); System: Contractor's fully integrated, web-based, Contractor hosted system used by the Contractor to receive SRs and perform the requirements of this Contract. The VMS is an automated system that will support the as-needed WO lifecycle and provide standard and customized reports to the County as further described in Paragraph 5.3 (VMS General Requirements) and Paragraph 5.4 (VMS Portals Requirements) of Exhibit A (Statement of Work).
- 2.1.88 Work Order (WO): An agreement executed wholly within and subject to the provisions of this Contract, for the performance of tasks and/or provision of services under a Classification as described in a WOS SOW. Each WO shall result from a competitive process, solicited by the Contractor to the QVNs under the Classifications for which the work is being requested. No work shall be performed by a Qualified Vendor except in accordance with validly Bid and executed WOs. Each WO is controlled by the terms and conditions of the Contract.
- 2.1.89 Work Order Solicitation (WOS): Competitive solicitation containing the SOW, and other relevant information necessary to Bid on a WO. The WOS shall be sent to Qualified Vendors in the respective Classification.

3 WORK

- 3.1 The Contractor will provide the required Managed Services Providers services ("**Services**") and implement, maintain and provide support for the System. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, Deliverables, Services and other work as set forth herein, including in Exhibit A (Statement of Work). Contractor will provide for Support and Maintenance Services for the System, in accordance with Exhibit A (Statement of Work). Contractor will also provide the hosting services for the System, and shall achieve the service levels and performance standards set forth in Exhibit A (Statement of Work).
- 3.3 The Contractor agrees that the performance of work, including from Qualified Vendors, and Services pursuant to the requirements of this Contract shall conform to high professional standards as exist in the Contractor's and Qualified Vendors' profession or field of practice.

- 3.4 County may initiate Optional Work by providing written notice of the desired services to Contractor, and Contractor will advise County of Contractor's availability and schedule for performing the Optional Work. Contractor's performance of the Optional Work shall be subject to County's written Acceptance of: (i) Contractor's schedule for meeting County's Optional Work request; (ii) Contractor's fees for such Optional Work using the Fixed Hourly Rate set forth in Exhibit B (MSP Percentage Fee Worksheet/Rate Sheet); and (iii) if not in Exhibit B (MSP Percentage Fee Worksheet/Rate Sheet), any other relevant pricing agreed to by the County.
- 3.5 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4 TERM OF CONTRACT*

- 4.1 The term of this Contract shall be for three (3) years from the Effective Date ("**Contract Term**") following execution by County's Board of Supervisors ("**Board**") or its designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract Term for up to three (3) additional one (1) year periods and six (6) month to month (each, an "Option"), for a maximum total Contract Term of six (6) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director of Internal Services Department (ISD) hereinafter referred to as "Director", or designee, as authorized by the Board of Supervisors). If the County authorizes a Consultant from a Qualified Vendor in writing to perform services on a given Work Order prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of this Contract and the Work Order shall be automatically extended solely to allow for the completion of such services, for a Contract Term no longer than up to six (6) months past the Contract Term expiration date of this Contract. County may authorize unforeseen additional services and extend the Work Order expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given work order.

- 4.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Contract Term extension Option.
- 4.4 The Contractor shall notify ISD when this Contract is within six (6) months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to ISD at the email address herein provided in Exhibit E (County's Administration).

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 Contractor and its Qualified Vendors shall provide all tasks, Deliverables, goods, Services, and other work specified under this Contract at rates that will not exceed the Maximum Hourly Rates for each Classification identified in Exhibit B (MSP Percentage Fee Worksheet/Rate Sheet), which includes all applicable costs and charges, including taxes, overtime, clerical, travel expenses, mileage allowance or parking, if any. Contractor's Percentage Fee and Maximum Hourly Rates for each Classification shall remain firm and fixed for the term of the Contract including for Option years.
- 5.1.2 Contractor shall not submit bids in response to any WOS. Contractor shall be compensated for work pursuant to this Contract based on a Percentage Fee shown on Exhibit B (MSP Percentage Fee Worksheet/Rate Sheet) of awarded WOs under Attachment 1 (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors).

5.2 Written Approval for Reimbursement*

5.2.1 The Contractor shall 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, shall not occur except with the County's express prior written approval.

5.3 Intentionally Omitted

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

5.4.1 The Contractor shall 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, Deliverables, goods, Services, and other work specified in Exhibit A, (SOW) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in the executed WOs and shall not exceed the Maximum Hourly Rates in Exhibit B, (MSP Percentage Fee Worksheet/Rate Sheet). Contractor shall be paid only for the tasks, Deliverables, goods, Services, and other work approve din writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced no higher than the Hourly Rates as set forth in the executed WO's, and shall not exceed the Maximum Hourly Rates set forth in Exhibit B, (MSP Percentage Fee Worksheet/Rate Sheet).

- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A, (SOW) describing the tasks, Deliverables, goods, Services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be provided via the IT Contracts Portal via the Vendor Management System (VMS).

5.5.6 **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 shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises – Prompt Payment Program*

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

5.6 Intentionally Omitted

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall 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 shall 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 shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County Administration

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

6.1.2 Refer to Paragraph 4.2, (County Resources) of Exhibit A (Statement of Work).

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

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

7.1.1 Refer to Paragraph 4.3 (Contractor's Resources) of Exhibit A (Statement of Work).

7.2 Contractor's Project Manager

7.2.1 Refer to Paragraph 4.3.2 (Contractor Project Manager) of Exhibit A (Statement of Work).

7.3 Contractor's Staff Identification*

All staff of Contractor and its Qualified Vendors assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor and or its Qualified Vendors bears all expense of the badging.

- 7.4.1 Contractor/Qualified Vendors are responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor and Qualified Vendor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor and Qualified Vendor personnel must immediately comply with such request.
- 7.4.2 Contractor shall notify the County within one business day when staff, employees, personnel or Consultants from Qualified Vendors is terminated from working under this Contract or a Work Order. Contractor/Qualified Vendors shall retrieve and return the County ID badge to the County on the next business day after the person has completed their work or terminated employment with the Contractor/Qualified Vendor.
- 7.4.3 If County requests the removal of Contractor/Qualified Vendor staff, Contractor/Qualified Vendor shall retrieve and return the County ID badge to the County on the next business day after the consultant has been removed from working on the County's Contract.

7.5 Background and Security Investigations*

7.5.1 Each of Contractor/Qualified Vendor's staff performing services under this Contract, shall 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 shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor/Qualified Vendor, regardless of whether the member of Contractor/Qualified Vendor's staff passes or fails the background investigation. The Contractor's staff and Consultant from Qualified Vendor cannot start work without passing a background check, unless the County otherwise authorizes this. If Contractor wishes to still recommend any Contractor staff and Consultant from Qualified a background check, Contractor shall consult with the County, provide its reasons why, and seek the County's prior approval.

If a member of Contractor/Qualified Vendor's staff does not pass the background investigation and has already started work with the County, County may request that the member of Contractor/Qualified Vendor's staff be removed immediately from performing services under the Contract. Contractor/Qualified Vendor shall comply with County's request at any time during the Contract Term of the Contract. County will not provide to Contractor/Qualified Vendor or to Contractor/Qualified Vendor'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/Qualified Vendor'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/Qualified Vendor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality*

7.6.1 Contractor, Contractor's Personnel, Qualified Vendors, and Consultants of Qualified Vendors shall maintain the confidentiality of all records, materials, documents, data and/or other information received, obtained and/or produced under the provisions of this Contract 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, materials, documents, data, and/or other information from loss, damage, and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

- 7.6.2 Contractor, Contractor's Personnel, Qualified Vendors, and Consultants from Qualified Vendors shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in County's computer system(s) nor any safeguard, countermeasure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by County, without County's prior written approval.
- 7.6.3 Contractor shall 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, subcontractors, Qualified Vendors or Consultants of Qualified Vendors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not

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

- 7.6.4 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.5 Contractor, Qualified Vendors and Consultants of Qualified Vendors shall sign and adhere to the provisions of the "IT Contractor Acknowledgement, Confidentiality, and Copyright Agreement", Exhibit G1 and "IT Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.
- 7.6.6 Contractor and Qualified Vendors shall ensure that only those employees and/or non-employees required to perform the services covered by this Contract have access to County records, materials, documents, data, and/or other information. All records, materials, documents, and/or other information of any kind obtained from County and all reports developed by Contractor and/or Qualified Vendors under this Contract are confidential to and are solely the property of the County.
- 7.6.7 Contractor and Qualified Vendors shall take the steps necessary to ensure that confidential records, materials, documents, data, and/or other information of any kind obtained from County shall not be copied or reproduced by any method without the express, written approval of the County's Program Director (County's PD).

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the Director, or designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this

Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director, or designee.

- 8.1.3 The Director of ISD, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4, (Term of Contract). The Contractor agrees that such extensions of time shall 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 shall be prepared and executed by the Contractor and by the Director, or designee
- 8.1.4 Throughout the Contract Term, the County's PD, or designee, may, at his/her sole discretion, add to or delete from the Classifications set forth in Exhibit A, (SOW), Attachment 1, (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors). To add or delete Classifications, an amendment to the Contract will be prepared by ISD and executed by the Contractor and the Director, or designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, should notify the County of the then it actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2. 2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall 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 shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 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 anv reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

8.3.1 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*

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall 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 and Qualified Vendors shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within twenty (20) business days after the Contract Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's PM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's PM within five (5) business days of mailing/emailing to the complainant.

8.6 Compliance with Applicable Law*

- 8.6.1 In the performance of this Contract, Contractor and Qualified Vendors shall 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 shall, and via its contracts with Qualified Vendors shall require Qualified Vendors to comply with the provisions of this Paragraph and to, 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 or a Qualified Vendors, as applicable, and their respective 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 Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval. In the event a claim, demand, damage, liability, loss, cost, and expense, arises from, is connected with or

related to any failure by a Qualified Vendor to meet the requirements of Paragraph 8.6 (Compliance with Applicable Law), County shall notify Contractor and Contractor shall work with and coordinate with the appropriate Qualified Vendor.

8.7 Compliance with Civil Rights Laws*

8.7.1 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 shall, 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. The Contractor shall comply with Exhibit D, (Contractor's EEO Certification). Contractor shall also require Qualified Vendors to comply with this Paragraph 8.7.

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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

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

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

- 2. For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a longstanding 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 shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
 - 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall 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 shall 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.

4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. Contractor shall also require Qualified Vendors to comply with the requirements of this Paragraph 8.8.

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, shall 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 or a Qualified Contractor who may financially benefit from the performance of work hereunder shall 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 and Qualified Vendors shall 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 shall be a material breach of this Contract.

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

8.10.1 Should the Contractor or Qualified Vendors require additional or replacement personnel after the Effective Date of this Contract to perform the services set forth herein, the Contractor shall 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-GROW Participants*

- 8.11.1 Should the Contractor or Qualified Vendors require additional or replacement personnel after the Effective Date of this Contract, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment*

8.12.1 **Responsible Contractor**

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall 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 shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the

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

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

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

8.13.1 The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors and Qualified Vendors, if any, to post this poster in a prominent position in their place of business. Information and posters for printing are available at www.babysafela.org.

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

- 8.14.1 The Contractor and Qualified Vendors acknowledge 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 shall during the term of this Contract maintain in 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 shall 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). Contractor will require the same of Qualified Vendors.

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 of Supervisors and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds*

- 8.16.1 The Contractor shall 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 shall 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 shall 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 State statutes and regulations regarding and 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 shall obtain, from all its employees performing work hereunder, and via its contracts with Qualified Vendors shall require Qualified Vendors to obtain from their respective employees, 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 shall retain all such documentation for all its covered employees for the period prescribed by law. Contractor will require the same of Qualified Vendors and shall require Qualified Vendors to provide to Contractor an attestation of compliance with this Subparagraph 8.17.1. Such Qualified Vendor attestations shall be provided to the County upon request.
- 8.17.2 The Contractor shall, and via its contracts with Qualified Vendors shall require Qualified Vendors to, 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 of Contractor's or Qualified Vendors' employees, as applicable, performing work under this Contract. In the event any liability is assessed against the County for any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any Qualified Vendors' employees, County shall notify Contractor and Contractor shall work with and coordinate with the appropriate Qualified Vendor.

8.18 Counterparts and Electronic Signatures and Representations*

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

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) 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*

8.19.1 The Contractor and Qualified Vendors shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 or Qualified Vendor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure*

- Neither party shall be liable for such party's failure to perform 8.20.1 its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, restrictions. other pandemics. quarantine 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 or Qualified Vendor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor or Qualified Vendor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor or Qualified Vendor were obtainable from other sources in sufficient time to permit Contractor or Qualified Vendor to meet the required performance schedule. As used in this "subcontractor" subparagraph, the term 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 shall 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 shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status*

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County, the Contractor, the Qualified Vendor, or the Consultant from the Qualified Vendor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall 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 shall 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, including from the Qualified Vendor.
- 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 or Qualified Vendor, and not employees of the County. The Contractor or its Qualified Vendor, shall 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 shall adhere to the provisions stated in Paragraph 7.6, (Confidentiality).

8.23 Indemnification*

8.23.1 The Contractor shall 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 a Qualified Vendor's failure to indemnify the County as required in this Contract, 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 Notwithstanding the preceding sentence, indemnitees. County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as County determines, County shall be entitled to retain its own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission on behalf of County without the County's prior written approval.

- 8.23.2 Intellectual Property Indemnification
 - 8.23.2.1 Contractor shall indemnify, hold harmless, and defend County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting, and other expert, consulting, or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent, copyright, or other Intellectual Property Right, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to this Contract, the System, Services, work product, Deliverables (collectively, and/or the "Indemnified Items") (collectively referred to for this Sub-paragraph purposes of as "Infringement Claim(s)"), provided that the Indemnified Item has not been altered, revised, or modified by County in a manner that causes the alleged infringement. Notwithstanding the foregoing. Contractor shall have no indemnity obligation for infringement claims arising from

(A) the development of custom software code for the System required by County and based on specifications provided by County when Contractor has advised County of potential infringement in writing; (8) use of the Indemnified Items in excess of the rights granted hereunder; or (C) County's failure to implement an update or enhancement to the Indemnified Items provided Contractor provides the update or enhancement at no additional charge to County and provides County with written notice that implementing the update or enhancement would avoid the infringement. Any Contractor's legal defense pursuant to indemnification obligations this under Sub-paragraph shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the foregoing, County shall have the right to participate in any such defense at its sole cost and expense.

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

8.23.2.3 If Contractor fails to complete the Remedial Acts described in paragraph 8.23.2.2 above within forty-five (45) days of notice of the claim (and such time has not been extended by County in writing) then, County shall have the right, at its sole option, to elect to (i) terminate this Contract with regard to the infringing Indemnified Items for default pursuant to the Termination for Default provision, and/or (ii) take such remedial acts as it determines to be commercially reasonable to mitigate any impairment of its use of the infringing Indemnified Items or damages (hereafter collectively referred to as "County's Mitigation Acts"). Contractor shall indemnify and hold harmless County for all amounts paid and all direct and indirect costs associated with County's Mitigation Acts. Failure by Contractor to pay such amounts within ten (10) Business Days of invoice by County shall, in addition to, and cumulative of all other remedies, entitle County to immediately withhold all payments due to Contractor under this Contract up to the amount paid by County in connection with County's Mitigation Acts.

8.24 General Provisions for all Insurance Coverage*

8.24.1 Contractor

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 shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- **8.24.2.1** 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, shall be delivered to County at the email address shown below and provided prior to commencing services under this Contract.
- **8.24.2.2** Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or sub-contractor insurance policies at any time.
- 8.24.2.3 Certificates shall 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 shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number. its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- **8.24.2.4** Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- **8.24.2.5** Certificates and copies of any required endorsements shall be uploaded via IT Contracts Portal of the VMS.
- 8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor or Qualified Vendors employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall 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 shall 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 shall 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 shall provide County with, or Contractor's insurance policies shall contain a provision that County shall 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 shall 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 shall 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 Contractor or pursue sums due to Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall 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 Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall 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 shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Vendor/Qualified Vendors Insurance Coverage Requirements

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

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

Contractor's policies shall 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 shall 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 shall precede the Effective Date of this Contract. Contractor understands and agrees it shall 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 shall 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 shall 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:	\$20 million
Qualified Vendor General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall 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 shall 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. lf applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal

workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 **Professional Liability-Errors and Omissions**

Contractor/MSP Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$5 million per claim and \$10 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

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

8.25.4.2 Technology Errors & Omissions Insurance

Contractor/MSP: Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of copyright should be included. software Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification: (7) training services relating to computer software or hardware: (8)

management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$5 million.

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

8.25.4.3 Cyber Liability Insurance

The Contractor/MSP shall secure and maintain cyber liability insurance coverage with limits of \$5 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor/MSP shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the The procuring of the County's request. insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

The Qualified Vendor shall secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability: privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code: unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Qualified Vendor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Qualified Vendor'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 his/her designee, the Contractor or its Qualified Vendor is deemed to be noncompliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor or its Qualified Vendor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her 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 the Attachment 5, (Performance Requirements Summary (PRS)) to the Exhibit A, (SOW) hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall 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 Paragraph 8.26.2 shall 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 or its Qualified Vendor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall 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

8.27.1 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 shall 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 shall 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 The Contractor shall certify to, and comply with, the provisions of Exhibit D, (Contractor's EEO Certification). Contractor will require Qualified Vendors of the QVN to do the same.
- 8.28.3 The Contractor shall 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 shall 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 subcontractor, 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 shall comply with all applicable Federal and State laws and regulations to the end that no person shall, 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 shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this 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 Paragraph 8.28, (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall 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 shall, 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*

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

8.30 Notice of Delays*

8.30.1 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

8.31.1 The Contractor shall bring to the attention of the County's Project Manager and/or County's PD any dispute between the County, Contractor, or Qualified Vendor regarding the performance of services as stated in this Contract. If the County's PM or County's PD is not able to resolve the dispute, the Director, or his/her designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit*

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law*

8.33.1 The Contractor shall notify and provide to its employees and shall require each subcontractor and Qualified Vendor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at <u>www.babysafela.org</u>.

8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing, and shall be emailed, with a courtesy copy also hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E, (County's Administration) and F, (Contractor's Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of ISD, or his or her designee shall have

the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion*

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

8.36 Public Records Act*

- 8.36.1 Any documents submitted by the Contractor and Qualified Vendors; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38, (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity*

- 8.37.1 The Contractor shall 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 shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - 8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor shall not, and shall 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 PD. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37, (Publicity) shall apply.

8.38 Record Retention and Inspection-Audit Settlement*

8.38.1 The Contractor and Qualified Vendors shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor and Qualified Vendors shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor and Qualified Vendors agree that the County, or its authorized representatives, shall 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, shall be kept and maintained by the Contractor and Qualified Vendors and shall 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 shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 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 shall 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 shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall 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 shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper*

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

8.40 Subcontracting*

8.40.1 Subcontracting under this Contract is strictly prohibited, unless the County approves such subcontracting.

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

8.41.1 Failure of the Contractor and its Qualified Vendor to maintain compliance with the requirements set forth in Paragraph 8.14, (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall 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 shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43, (Termination for Default) and/or Qualified Vendors removal from QVN, and pursue debarment of the Contractor or Qualified Vendors, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience*

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to

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

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38, (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default*

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's PD:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may

procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall 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 shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- Except with respect to defaults of any Qualified Vendor, the 8.43.3 Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in sovereign capacities, fires, floods. epidemics. their 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 or Qualified Vendor, and if such default arises out of causes beyond the control of both the Contractor, subcontractor or Qualified Vendor, and without the fault or negligence of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor or Qualified Vendor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43, (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43, (Termination for Default) or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination

had been issued pursuant to Paragraph 8.42, (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43, (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration*

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor or any Qualified Vendor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - 8.45.1.1 Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary

course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- 8.45.1.2 The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- 8.45.1.3 The appointment of a Receiver or Trustee for the Contractor; or
- 8.45.1.4 The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45, (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance*

8.46.1 The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall 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 shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds*

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's and Qualified Vendor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year

for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date, and Contractor will notify Qualified Vendors of the same.

8.48 Validity*

8.48.1 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 shall not be affected thereby.

8.49 Waiver*

8.49.1 No waiver by the County of any breach of any provision of this Contract shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees*

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

8.51.1 Contractor and Qualified Vendors 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. Contractor will require Qualified Vendor to warrant and provide the same certification.

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

8.52.1 Failure of Contractor and Qualified Vendors to maintain compliance with the requirements set forth in Paragraph 8.51, (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract and Qualified Vendors removal from the QVN. 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 shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting*

8.53.1 The Contractor and Qualified Vendor shall notify its employees and shall 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, Qualified Vendor, and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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

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

If a Contractor or member of Contractor's or Qualified Vendor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's or Qualified Vendor'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 or Qualified Vendor's staff pursuant to this paragraph shall not relieve Contractor or Qualified Vendor's of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Intentionally Omitted

8.56 Compliance with Fair Chance Employment Practices*

Contractor and Qualified Vendors shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's or Qualified Vendor's violation of this paragraph of the Contract may constitute a material breach of the Contract and Qualified Vendors removal from QVN. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.57 Compliance with the County Policy of Equity*

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<u>https://ceop.lacounty.gov/</u>). 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, Qualified Vendors, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, Qualified Vendors, 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 and Qualified Vendors to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)*

Qualified Vendors or their subsidiary Α Contractor, or Subcontractors, is prohibited from submitting a bid or proposal in a County solicitation if they have provided advice or consultation for Contractor. Qualified Vendors the solicitation. Α and Subcontractors are also prohibited from submitting a bid or proposal in a County solicitation if they have developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disgualification of the Contractor, Qualified Vendors, and Subcontractors from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

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

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the

Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit K in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit K, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor shall also require Qualified Vendors to execute Exhibit K ("Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

9.3 Ownership of Materials, Software and Copyright*

9.3.1 Contractor and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Contractor and Qualified Vendors hereby assigns and transfers to County all its right, title and interest in and to all such County Materials developed under this Contract.

> Notwithstanding such County ownership in the County Materials, Contractor and Qualified Vendors shall maintain, retain possession of and provide security for all of the Contractor's working papers and materials prepared under this Contract during the term of this Contract and for five (5) years thereafter. County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- 9.3.2 Contractor and Qualified Vendors shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all its right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor and Qualified Vendors outside the scope of this Contract, which the Contractor and Qualified Vendors desire to use hereunder, and which the Contractor and Qualified Vendors consider to be proprietary or confidential, must be specifically identified by the Contractor and Qualified Vendors to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor and Qualified Vendors as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's and Qualified Vendors' proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor and Qualified Vendors.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor or Qualified Vendors in any way under Subparagraph 9.3.4 for any of the Contractor's or Qualified Vendors proprietary and/or confidential items which are not plainly and prominently

marked with restrictive legends as required by Subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

- 9.3.6 Contractor and Qualified Vendors represents and warrants that the County Materials prepared herein under this Contract, are the original work of Contractor or Qualified Vendors and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor and Qualified Vendors, Contractor and Qualified Vendors represent and warrant that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.
- 9.3.7 Contractor and Qualified Vendors shall affix the following notice to all documentary and software items originated pursuant to this Contract: "© Copyright, (such date as may be appropriate, i.e. 2021, etc.), County of Los Angeles. All rights Reserved." Contractor and Qualified Vendors shall affix such notice: (1) at the beginning and at the end of any and all source code, such that on storage media and on printouts the notice appears with or near the title of each program; (2) continuously on all sign-on display screens; (3) on the title or inside cover page of all system, user, and technical documentation; and (4) as otherwise may be directed by County.
- 9.3.8 County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will however, honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor or Qualified Vendors, should Contractor no longer wish to receive attribution for its work on the County Materials.
- 9.3.9 If directed to do so by County, Contractor and Qualified Vendors will place the County name and County logo on County Materials developed under this Contract. Contractor and Qualified Vendors may not, however, use the County

name and County logo on any other materials prepared or developed by Contractor and Qualified Vendors that falls outside the scope of this Contract.

9.3.10 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract. Contractor shall also require Qualified Vendors to comply with the obligations of this Paragraph 9.3.

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Data Destruction*

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

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

9.7 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 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.
- 9.7.2 The Contractor shall 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.
- 9.7.3 The Contractor shall 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.
- 9.7.4 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, shall:
 - 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 (10) percent 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 shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 Social Enterprise (SE) Preference Program

- 9.8.1 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.
- 9.8.2 Contractor shall 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.
- 9.8.3 Contractor shall 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.
- 9.8.4 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 shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 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

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

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

- 9.9.1 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.
- 9.9.2 Contractor shall 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.
- 9.9.3 Contractor shall 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.
- 9.9.4 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 shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10 ADDITIONAL INFORMATION TECHNOLOGY (IT) PROVISIONS

10.1 LICENSED SOFTWARE AND INTELLECTUAL PROPERTY

10.2.1 License Grant

10.2.1.1 Scope of License

Subject to the terms and conditions of this Contract, Contractor grants to County a fully paid, worldwide, non-exclusive license to use the System and Documentation for County's business purposes and activities ("License") during the Contract Term. For the purposes of this License grant, the term "use" as it applies to System means to access, execute and operate, the System and by an unlimited number of Users for testing, production, support, and emergency and disaster recovery purposes. Without limitation of the above and subject to County's payment of the applicable fees, County's business purposes and activities will include making the System available for use to County, Potential Vendors, Qualified Vendors and Consultants of Qualified Vendors. This License shall cover the County, Potential Vendors, Qualified Vendors and Consultants of Qualified Vendors, and there shall be no additional cost for licensing separately applied by Contractor.

10.2.1.2 Documentation

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

10.2.2 Revisions

10.2.2.1 Notice of Revisions

Contractor may from time to time make material revisions to the System. In the event of such Revisions, (a) the Revision of the System will include at least the functionality, level, or quality of services that County previously received and shall continue to comply with all the requirements of this Contract, and (b) County shall be provided, at least sixty (60) days in advance of any such changes, emailed notice and a demonstration of such changes. If such advanced demonstration reveals material adverse effects on functionality or operation of the System, including, but not limited to, a failure to comply with the requirements of this Contract, or compatibility with County's technical, business or regulatory requirements, including, without limitation, hardware, software, or browser configurations, then County may in its sole discretion reject such changes, and remain on the current Revision of the System and continue to receive Support and Maintenance Services as required hereunder for the remainder of the term of the Contract.

10.2.2.2 Revisions During Contract Term

During the Contract Term, all Revisions (including Displaced/Renamed Products) shall be provided to County at no additional charge, regardless of whether Contractor charges other customers for such Revisions. During the term of this Contract, if (a) the System is displaced in Contractor's product line by another product or (b) a renamed product containing substantially similar functionality to the System is distributed by Contractor (even if the renamed product contains additional features, functionality, or other capabilities) (each "Displayed/Renamed Product"), County shall receive such Displaced/Renamed Product as a Revision.

- 10.2.3 Work Product and Background Intellectual Property*
 - 10.2.3.1 Ownership of County Data

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

10.2.3.2 Ownership of Background Intellectual Property & System*

> Contractor and Qualified Vendors retain all right, title and interest in and to any such Background Intellectual Property and System (including any modifications thereto made by Contractor). However, to the extent Background Intellectual Property constitutes or is incorporated into work product or required for County to fully exploit such work product or the System, Contractor hereby grants to County a perpetual irrevocable, fully paid up, royalty free, transferable, worldwide, non-exclusive right and license to use, prepare derivative works, and otherwise fully exploit in connection with County's business, the Background Intellectual Property constituting or incorporated into the work product or otherwise delivered to County in connection with this Contract, and provided further that the Background Intellectual Property is not separately commercially exploited by County. Any and all Background Intellectual Property which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the

County's Program Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "PROPRIETARY" or "CONFIDENTIAL."

10.2.4 Third Party Product

The Contractor shall not use any Third Party Product in the System, without the prior written approval of the County to be granted or withheld in its sole discretion. In the event Contractor provides any Third Party Product to County in connection with this Contract, Contractor shall obtain, at Contractor's sole cost and expense, a fully paid-up, royaltyfree, worldwide, perpetual, non-exclusive license for County and County's agents and assigns, to use the Third Party Product for County's business purposes and activities.

10.2.5 Acceptance

10.2.5.1 Acceptance Criteria

The System, Services, Deliverables, and tasks (if applicable) may be subject to acceptance testing consisting of a review session for a time period determined by the County, in its sole discretion, to verify that they satisfy the acceptance criteria mutually agreed to by the Such acceptance criteria shall be parties. based, at a minimum, on conformance of the System, Services, and Deliverables, to the specifications and requirements set forth in Exhibit A (Statement of Work). In the event the parties fail to agree upon acceptance criteria, the acceptability of the System, Services. Deliverables, and tasks, and the System as a whole, shall be based solely on County's reasonable satisfaction therewith.

10.2.5.2 Acceptance Tests

When Contractor notifies County that the System has been implemented as required

under the Statement of Work or that a Service, Deliverable, or tasks (if applicable) has been completed, County may, in its sole discretion, elect to test or evaluate the related System, Services. Deliverables, and/or tasks to determine whether they comply in all material respects with the acceptance criteria and the System, as a whole, is operating in accordance with the requirements of this Contract. Testing may be performed at various stages of the Implementation Phase as set forth in the Statement of Work, or otherwise deemed appropriate by County.

10.2.5.3 Production Use

The Solution shall be ready for production use when the County Project Director, or his or her designee, approves in writing the System for use by the County and its Users.

- 10.2.5.4 Final Acceptance
 - 10.2.5.4.1 Conduct Performance Verification

Following successful transitioning of the System to Production Use, County will monitor for Errors and Contractor shall maintain the System in Production Use for a minimum of thirty (30) consecutive Upon occurrence of an davs. Error, Contractor shall provide County with a diagnosis of the Error and proposed solution(s), and Contractor shall correct such Error by re-performance pursuant to, and subject to, the provisions of this Contract. County and Contractor shall agree upon each

such proposed solutions to be used to correct an Error(s) prior to its implementation.

Commencing with Final Acceptance, any problems encountered by County in the use of the System shall be subject to the applicable terms under the Contract as more fully described in the Statement of Work.

10.2.5.4.2 Final Acceptance

The System shall achieve "Final Acceptance" when the (a) Contractor provides County written confirmation that the System has been successfully delivered: and (b) County's Program Director provides Contractor with written approval. The request for Final Acceptance shall not be used by Contractor until all Errors discovered during the thirty (30) day period following the successful transitioning of the System to Production Use have been corrected.

10.2.5.5 Failed Testing

If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or tasks has not successfully completed Acceptance or has not achieved Final Acceptance (collectively referred to for purposes of this Sub-paragraph (Failed Testing) as "**Designated Test**"), the County's Program Director shall promptly notify Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, and/or tasks failed to pass the applicable Designated Test. Contractor shall immediately commence all reasonable efforts to complete, quickly as possible, such necessary as corrections, repairs, and modifications to the System, Services, Deliverables, tasks, and/or System to be ready for retesting. Contractor shall notify the County's Program Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test shall begin again. Contractor in writing either: (i) of the successful completion of such Designated Test.

10.2.6 Integration

Contractor represents and warrants that the Solutions components are capable of interconnecting and/or interfacing with each other and County systems, either through integration or, as applicable, industry standard interface protocols, and when taken together, the Solution components and County Systems will be capable of delivering the functionality needed by County to meet its information systems requirements as set forth in this Contract and the Specifications. The Solution must be interoperable at the time it is provided to County and at all times thereafter during the term of this Contract.

10.2.7 Disabling Device

Contractor represents and warrants that Contractor shall not intentionally cause any unplanned interruption of the operations of, or accessibility to the System or any component through any device, method or means including, without limitation, the use of any "virus", "lockup", "time bomb", or "key lock", "worm", "back door" or "Trojan Horse" device or program, or any disabling code, which has the potential or capability of compromising the security of County Confidential Information or of causing any unplanned interruption of the operations of, or accessibility of the System or any component to County or any user of which could alter, destroy, or inhibit the use of the System or any component, or the data contained therein (collectively, "**Disabling Device(s)**"), which could block access to or prevent the use of the System or any component by County or users. Contractor represents, warrants, and agrees that it has not purposely placed, nor is it aware of, any Disabling Device in any System component provided to County under this Contract, nor shall Contractor knowingly permit any subsequently delivered or provided System component to contain any Disabling Device. In addition, Contractor shall prevent viruses from being incorporated or introduced into the System or Revisions thereto prior to the installation onto the System and shall prevent any viruses from being incorporated or introduced in the process of Contractor's performance of on-line support.

10.2.8 Non-Infringement*

To the best of Contractor's knowledge, the System, Services and the Deliverables shall not contain defamatory or indecent matter, and County's permitted use of the System, Services, and Deliverables will not infringe the intellectual property rights of any third party.

10.2.9 Pending Litigation*

There is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract. In addition, Contractor also represents and warrants that based on pending actions, claims, disputes, or other information, Contractor has no knowledge of a failure of the System to perform in accordance with the requirements of this Contract.

10.2.10 Assignment of Warranties*

To the extent permissible under the applicable third-party Contracts, Contractor hereby assigns and agrees to deliver to County all representations and warranties received by Contractor from its third-party licensors and suppliers, including hardware vendors.

10.2.11 Other Warranties*

During the term of this Contract, Contractor shall not subordinate this Contract or any of its rights hereunder to any third party without the prior written consent of County, and without providing in such subordination instrument for non-disturbance of County's use of the Systems (or any part thereof) in accordance with the Contract. This Contract and the Solution licensed or acquired herein, are neither subject to any liens, encumbrances, or pledges nor subordinate to any right or claim of any third party, including Contractor's creditors. County is entitled to use the System without As of the date furnished, no statement interruption. contained in writing in the response to the request for proposals for the System contains any untrue statements about the prior experience or corporate description of Contractor or omits any fact necessary to make such statement not misleading.

10.3 INFORMATION SECURITY AND PRIVACY REQUIREMENTS*

Contractor shall comply with Exhibit L (Information Security and Privacy Requirements) and require its Qualified Vendors from the VPN to also comply with Exhibit L. The Information Security and Privacy Requirements applies to both Contractors and their Qualified Vendors.

Contractor shall be required to certify that they and their Qualified Vendors are in full compliance with the provisions of the Information Security and Privacy Requirements and shall maintain compliance during the Contract Term. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (Los Angeles County Code, Chapter 2.202).

11 ADDITIONAL PROVISIONS

11.1 LIMITATION OF LIABILITY*

11.1.1 Contractor/MSP: Any monetary liability of Contractor/MSP to County shall be limited to the amount of damages up to \$15 million dollars in the aggregate, or the insurance limits required in Paragraph 8.25 (Insurance Coverage) with respect to any insurance policy which covers the relevant claim, whichever is greater. On a per claim basis for any claim, demand, damage, liability, loss, cost or expense arising from the act or omission of a Qualified Vendor, Contractor's monetary liability shall be limited to the monetary liability imposed herein on the Qualified Vendor. Except as to cover costs set forth in Paragraph 8.43 (Termination for Default), Contractor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

Qualified Vendor: Any monetary liability of Qualified Vendors to County shall be limited to the amount of damages up to and including one- and one-half times the Total Maximum Amount of the applicable Work Order, or the insurance limits required of Qualified Vendor in Paragraph 8.25 (Insurance Coverage), whichever is greater. Except as to cover costs set forth in Paragraph 8.43 (Termination for Default), Qualified Vendor or County shall not be liable to the other for any special, incidental, indirect, or exemplary damages, or for any economic consequential damages (including lost profits or savings), even if the other party is informed of their possibility.

- 11.1.2 Nothing in this Paragraph 11.1.2 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with Paragraph 8.26 (Liquidated Damages) and the requirements of the applicable Work Order.
- 11.1.3 Nothing in this Paragraph 11.1.3 shall limit Contractor's liability for personal injury and/or property damage caused

by Contractor's negligent, tortious, and/or unlawful acts and/or omissions.

- 11.1.4 Nothing in this Paragraph 11.1.4 shall effect or limit Contractor's obligations under Paragraph 8.6 (Compliance with Applicable Law), Paragraph 8.17 (Employment Eligibility Verification), Paragraph 8.19 (Fair Labor Standards), Paragraph 8.24 (General Provision for all Insurance Coverage), Paragraph 8.40 (Subcontracting) and Paragraph 10.3 (Information and Privacy Requirements).
- 11.1.5 The remedies set forth in this Paragraph 11.1.5 (Limitation of Liability) are not exclusive, and their application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Contract.
- 11.1.6 Due to the type and nature of Services requested in this Contract, the limitations of liability set forth in this Paragraph 11.1 (Limitation of Liability) may be adjusted by County in each Work Order Solicitation; provided, however any such adjustment shall only expand or increase the Contractor's obligations as set forth in the applicable Work Order Solicitation. Any terms in any resultant Work Order which limit, relieve, or decrease the Contractor's obligations with respect to this Paragraph 11.1.6 (Limitation of Liability) shall be void and of no effect.

11.2 SURVIVAL CLAUSE*

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

Paragraph 1.0 (Applicable Documents) Paragraph 2.0 (Definitions) Paragraph 3.5 Paragraph 5.4 (No Payment for Services Provided Following Expiration-Termination of Agreement) Paragraph 7.6 (Confidentiality) Paragraph 8.1 (Amendments) Paragraph 8.2 (Assignment and Delegation) Paragraph 8.3 (Authorization Warranty) Paragraph 8.12 (Contractor Responsibility and Debarment) Paragraph 8.20 (Force Majeure) Paragraph 8.21 (Governing Law, Jurisdiction, and Venue) Paragraph 8.23 (Indemnification) Paragraph 8.24 (General Provisions for All Insurance Coverage) Paragraph 8.25 (Insurance Coverage) Paragraph 8.34 (Notices) Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) Paragraph 8.48 (Validity) Paragraph 8.49 (Wavier) Paragraph 9.2 (Health Insurance Portability and Accountability Act of 1996 (HIPAA) and BAA Exhibit) Paragraph 9.3 (Ownership of Materials, Software and Copyright) Paragraph 9.6 (Data Destruction) Paragraph 10.2.1.2 (Documentation) Paragraph 10.2.3 (Work Product and Background Intellectual Property) Paragraph 10.2.8 (Non-Infringement) Paragraph 10.2.9 (Pending Litigation) Paragraph 11.1 (Limitation of Liability)

Paragraph 11.2 (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: (_______Name

Ву _____

Name

Title

COUNTY OF LOS ANGELES

By___

Internal Services Department

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

Ву_____ Principal Deputy County Counsel

CONTRACT FOR IT MANAGED SERVICES PROVIDER

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M PROVISIONS AND EXHIBITS TO BE INCLUDED IN QUALIFIED VENDOR AGREEMENT (INCLUDING FORMS) **EXHIBIT A**

STATEMENT OF WORK FOR COUNTY OF LOS ANGELES

INFORMATION TECHNOLOGY MANAGED SERVICES PROVIDER

IT MSP CCONTRACT SOW

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1.0 BACKGROUND

The County of Los Angeles (County) invests between \$20 -\$30 million annually on asneeded Information Technology (IT) Support Services through an Internal Services Department (ISD) Master Agreement that is due to expire March 2022.

ISD has utilized divergent systems to manage the work under the expiring Information Technology Support Services Master Agreement (ITSSMA) that has been in place for over 30 years. These systems include numerous cumbersome manual tracking processes and County-developed, web-based databases.

Given the size of the contractor pool, management of the contractors has been increasingly challenging given the oversight needed of all IT contractors. As such, the County is shifting from the current model to a Managed Service Provider (MSP) model where the County can leverage its robustness to contract with one vendor-neutral firm that will be responsible for managing the County's ever-growing pool of vendors that provide as-needed hourly-based IT consulting support services ("ITC Support Services"). Shifting to an MSP will help ensure that needed ITC Support Services is more evenly awarded to the County vendor community, including County's Program Preference Enterprises (PPEs) and Community Based Enterprises (CBEs).

Based on County's experience with various systems and with volume of ITC Support Services needed Countywide, a MSP Contractor is needed to meet the following objectives, as well as to provide a new software system platform that is user friendly (with a minimal learning curve):

- Facilitate improved collaboration, coordination and control of County services.
- Provide a centralized and standardized Contractor-hosted Vendor Management System ("VMS or "System") that will implement County processes, procedures, and workflows and forms that can be used by County Departments, while reducing the need for paper/hard copies of documents.
- Reduce/eliminate duplication of work and streamline ITC Support Services Requests (SRs), Work Orders (WOs) and reporting processes.
- Provide comprehensive reports that are generated from data collected in the System.
- Provide web-based access to ISD, Authorized Departments (AD), and Qualified Vendor community to this System.
- Provide transparency of County resource utilization and availability.
- Provide a user friendly, clear and intuitive interface to aid in adoption, acceptance and use.
- Accommodate and control changes in processes or procedure by County staff without the need for programming/development consultants or additional Contractor services.
- Support the processing, tracking and reporting of the financial budgets, commitments and invoices.
- Enable creating, tracking and report of Services (as defined in Section 2 (Definitions) of the Sample Agreement), progress, budgets, schedule, Services

change, and other services information to ensure that they are documented, completed on time and in a specific manner.

The characteristics of the Users, and Services that will use/be a part a part of this Contract include:

- Access/Admin Access. The number of total Users is at the discretion of the County. It is anticipated that during the implementation portion of the Contractor's work where ITC Support Services vendors are evaluated and entered into the System, and the System is being implemented to meet the County's business and technical requirements ("Implementation Phase"), the number of Users will be approximately 50. In the first year after Final Acceptance, County anticipates the number of Users of the System to increase to approximately 100 Users. All future years are assumed to be 100 Users. For all cases, the number of typical concurrent Users is anticipated at 30% of the Total Users. Users of the System may include County employees, Qualified Vendors and County consultants. Based on historical information County anticipates the Users will be distributed by County Departments (but not limited to) as follows:
 - \circ Auditor-Controller
 - Beaches and Harbor
 - o Health Services
 - Internal Services
 - o Mental Health
 - Public Health
 - o Public Works
 - \circ Sheriff's
 - \circ Probation
 - Public Defender
 - Registrar-Recorder/County Clerk
 - Assessor
- Total estimated annual ITC Support Services spend will range from \$20 to \$30 million (or more).
- Services will be requested, managed and controlled by various County Departments, division, program managers and County-associated organizations.
- Services will encompass work as described in Attachment 1, (Classification and Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors).

2.0 SCOPE OF WORK

The Contractor shall be vendor neutral, and shall be responsible for implementing a fullservices vendor solution consisting of the System and Services and establishing, managing and mentoring a Qualified Vendor Network (QVN) (collectively, "MSP Program") to enable ADs to request and acquire hourly based ITC Support Services listed in Attachment 1, (Classification and Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors). The MSP Program will include Contractor providing a fully integrated, web-based, Contractor-hosted VMS as described in this SOW for use by various County Departments.

Contractor shall manage the candidate sourcing and ongoing administration of the MSP Program and will be compensated based upon the not-to-exceed rate schedule in Attachment 2, (MSP Percentage Fee Worksheet/Rate Sheet). Services provided by Contractor shall include, but not be limited to, account management, solicitation consultation with staff from the County of Los Angeles (County) Internal Services Department's (ISD) Information Technology Contracts Section (IT Contracts), establishing, managing and mentoring of the Qualified Vendor Network (QVN), and a Qualified Vendor candidate screening process.

The VMS shall automate and support the ITC Support Services WO lifecycle and provide standard and customized reports to the County as further described in Paragraph 5.3 (VMS General Requirements) and Paragraph 5.4 (VMS Portals Requirement).

3.0 **DEFINITIONS**

Refer to Section 2.0 (Definitions) of the Sample Contract.

4.0 GENERAL ADMINISTRATION

4.1 Contractor's Office

Contractor shall maintain an office with an email and telephone in the company's name where Contractor conducts business. The office shall be staffed during Business Hours by at least one (1) employee who can respond to inquiries and complaints which may be received about Contractor's or Qualified Vendor's performance. When the office is closed, an answering service shall be provided to receive calls and an email. Contractor shall respond to calls received by the answering service within one (1) business day of receipt of the call and or email. Contractor shall also:

4.1.1 Answering Service and Email

Maintain an answering service and email when the Contractor's Office is closed with the policy that any calls or emails received shall be returned within one (1) business day of receipt of the call or email.

4.1.2 Emergency Service Request

- 1. Contractor shall provide an emergency contact that can be reached 24/7.
- 2. In the event there is an Emergency SR, County shall contact the Contractor's PM to enact the Emergency Work Order Solicitation process pursuant to Paragraph 5.10 of this SOW.

4.2 County Resources

4.2.1 County Contract Program Director (County PD)

County's PD or designee shall be responsible for the overall management/coordination of this Contract and possess the full authority to act for the County.

4.2.2 County Contract Program Manager (IT Contracts)

County of Los Angeles, ISD, IT Contracts will act as County Contracts Program Manager, responsible for design and management of the MSP Program, including without limitation:

- A. Reviewing and approving any SR submitted by the AD's and upon approval of SR, submitting the approved SR to the Contractor via the VMS
- B. Overseeing and monitoring Contractor for consistency and compliance with County marketing policies, legal, and financial compliance
- C. The exclusive right to approve any proposed modifications of material and financial/fiscal terms of the MSP Program (any modification will only become effective when agreed to by County in writing)
- D. Conducts scheduled meetings with Contractor, to address and trouble-shoot program implementation
- E. When necessary or advised, facilitates conflict resolution between QVN and Contractor
- F. Consults with County Counsel to address any potential or formal legal controversies
- G. Coordinates with internal County stakeholder(s), including CEO/CIO, regarding operational, performance, regulatory, legislative, and other aspects of MSP Program implementation and management
- H. Considers and approves (or disapproves) revisions to the QVN
- I. Serves as the primary representative of the County with Contractor and is responsible for day-to-day management and execution of the MSP Program.

4.2.3 County Authorized Departments

IT Contracts will approve ADs through an IA. Only ADs can request and obtain services under this Contract. AD's, unless otherwise specified are responsible for:

A. Writing statements of work for Services that are required by their respective department.

- B. Receiving approval from respective department's management to acquire services including encumbering funds for the requested Work.
- C. Submitting SR to IT Contracts via the VMS.
- D. Requesting approval from IT Contracts for ITC Support Services.
- E. Ensuring all Project Managers understand and adhere to the Programs terms and Conditions.

4.2.4 County Work Order Managers (CWOM)

The requesting AD will assign a CWOM that will facilitate the WOS process as well as the resultant WO. CWOM shall also be responsible for duties as defined in the IA.

4.3 Contractor's Resources

Contractor shall assign a sufficient number of employees to perform all work in this SOW, including without limitation sufficient staff and resources to: monitor, track, and enforce vendor QA/QC, compliance of all documents and actions with applicable law as well as all terms and conditions of the Contracts, and timely reporting.

4.3.1 Contractor's Program Director (Contractor PD)

Contractor PD or designee shall be responsible for the overall management/coordination and possess the full authority to act for the Contractor.

4.3.2 Contractor's Program Manager (Contractor PM)

- A. Contractor PM or designee shall act as the central point of contact of the Contractor. Duties include, but are not limited to:
 - 1. Support the management of the Contract;
 - 2. Ensure Contractor's Program team completes all deliverables and other requirements successfully and meets all deadlines.
 - 3. Ensuring overall County satisfaction with all Contractor's products and services throughout the term on the Contract.
 - 4. Facilitate dispute resolution; and
 - 5. Contractor's PM or designee shall be available during Days of Operation.

The Contractor's PM is subject to the County's interview and approval. The County reserves the right to require a change in the Contractor's PM if the assigned Contractor's PM is not, in the opinion of the County, adequately serving the needs of the County. The Contractor's PM must be available to meet with County's staff, if needed, to resolve issues that may arise.

B. Minimum Requirement

Contractor's PM shall have a minimum of one (1) year of experience within the last five (5) years managing programs of equivalent or similar services as described herein as determined by the County.

4.3.3 Contractor's VMS Program and Support Team

Contractor's VMS Program and Support Team (VMS-PST) shall be responsible for specific technical MSP Program activities, as determined by Contractor's PM, including working with County staff, providing technical expertise needed to setup and implement VMS including developing customized forms and workflows, requirements validation, testing, training and other work as needed. The Contractor's VMS-PST is subject to the County's interview and approval. The County reserves the right to require a change in the Contractor's VMS-PST if the assigned Contractor's VMS-PST is not, in the opinion of the County, adequately serving the needs of the County. The Contractor's VMS-PST must be available to meet with County's staff, if needed, to resolve issues that may arise.

4.4 Monthly Meetings

At County's request and discretion, Contractor is required to attend a scheduled monthly meeting and any ad-hoc meetings.

5.0 TASKS AND DELIVERABLES

The tasks in this Statement of Work are organized as follows:

- Operation Manual
- Program Handbook
- VMS General Requirements
- VMS Portals Requirement
- VMS User Testing, Final Acceptance, and Implementation
- Qualified Vendor Agreement
- Overall Program Administration
- Vendor Management
- Marketing to Vendor Community
- Work Order Solicitation (WOS) Management

Each Deliverable described in this Paragraph 5.0, (Task and Deliverables) shall be deemed accepted upon County's formal approval of the Task/Deliverable Acceptance

Form submitted upon completion of each Deliverable, unless stated otherwise. Refer to Attachment 4, (Sample Task/Deliverable Acceptance Form).

Contractor shall provide a comprehensive solution to onboard prospective Qualified Vendors, manage and mentor the QVN, automate and support the ITC Support Services WO lifecycle, and support County's administration of this Contract, including but not limited to providing standard and customized reports.

5.1 TASK 1: OPERATIONS MANUAL

Within twenty-one (21) days of the Effective Date of the Contract, Contractor shall provide/post County with Operations Manual that shall include all policies, processes, internal procedures, QA/QC, best practices, and materials for all MSP Program components for the Contractor and Contractor staff, County staff (including ADs), and QVN.

- 1. Within one (1) week of award, Contractor shall attend a Kick-off meeting, provide a demo of the VMS to the County and conduct discovery sessions with County to determine the needs of the County.
- 2. Draft Operations Manual shall be provided to County one (1) week after the Kick-off meeting. (Fourteen (14) days after effective date of this Contract) and must include Contractor Program Schedule.
- 3. Final Operations Manual shall be submitted within twenty-one (21) days after effective date of this Contract.
- 4. Upon County Acceptance (Attachment 3, Sample Task/Deliverable Acceptance Form) of the Operations Manual, Contractor shall Implement the items identified in the Operations Manual.
- 5. Contractor will upload and update the Operations Manual on to the VMS as required.

Approval by County PD of Deliverable 1, Operations Manual. At the request of the County's PD, from time-to-time during the term of the Contract, Contractor shall provide an updated Operations Manual.

5.1.1 Implementation Plan/Summary (IP)

The **Operations Manual** shall detail the Contractor's Implementation Plan/Summary (IP) and at a minimum shall include the following:

- A. A summary for managing the implementation of the MSP Program as required in this Contract.
- B. An approach to completing all work described in this SOW, including a work breakdown structure (WBS) with task descriptions, associated Deliverables, and resource requirements.
- C. Approach to MSP Program communications.
- D. Change Management Plan, including an approach to configuration management and change management. Changes, in this context, refer to changing the functionality of a component or adding additional

functionality (e.g., changes to the MSP Program scope). The approach shall ensure that the impacts and rationale for each change are analyzed and coordinated before being approved. The change management process may vary from item to item, as determined by County PD(s).

- E. Approach to meeting deadlines and handling delays.
- F. Services Plan, at a minimum shall:
 - 1. Document planning assumptions and decisions;
 - 2. Provide narrative on stakeholder communication plan;
 - 3. Define key management review as to content, scope, and schedule; and
 - 4. Document baseline for progress measurement and MSP Program control;
 - 5. Plan for taking on a large volume of requests during the first phase of the Contract;
 - 6. Plan in the event it becomes necessary to add employees to the Contractor's internal resource pool;
 - 7. Provide marketing strategy to encourage new vendors to apply to become Qualified Vendors. Upon approval of the County, Contractor shall implement marketing plan to ensure that County's ITC Support services needs are met.
 - 8. Assign dedicated Contractor PM(s) and other resources to work with the County to implement the Contract.

5.1.2 Contractor Program Team- Ongoing Program Administration

The **Operations Manual** shall detail the Contractor's ongoing MSP Program Administration during the term of the Contract and at a minimum shall include the following:

- A. Structure of staff who will be dedicated to the County and the process the Contractor will use to ensure all billing meets County standards.
- B. Implementation team (at County discretion may require on-site) that will be assigned to implement the solution. These representatives shall have extensive knowledge of IT industry trends and best practices.
- C. How the Contractor will manage all staff assigned to the MSP Program.
- D. How the Contractor will coordinate with other County departments, or external agencies, as appropriate.
- E. Procedures for managing issues raised by County and documenting in status reports on an on-going basis as agreed upon by County and Contractor.
- F. How the Contractor will provide planning and direction by following County approved IP, ensuring that proper program management controls exist and are in use.

- G. How the Contractor will provide change management following the methodology documented in the Change Management Plan.
 How the Contractor will provide routine and realistic assessments of progress as targeted in Contractor Program Schedule.
- H. How the Contractor will implement quality assurance measures that allow the delivery of high quality, effective Deliverables to County.
- I. The Deliverable review/resolution process for all Deliverables.

Contractor PD(s) shall attend status meetings with County PD(s) to review any issues, and the status of Contractor Program Schedule, on a bi-weekly basis or as requested by County.

Contractor PM shall provide MSP Program status reports on a bi-weekly basis or as requested by County.

5.1.3 Contractor VMS Implementation Schedule

The **Operations Manual** shall detail the Contractor's VMS Implementation Schedule and at a minimum shall include the following:

- A. All Deliverables, tasks, and other work.
- B. Start date and completion date for each Deliverable, task, and other work.
- C. Proposed County review period for each Deliverable.
- D. Time required to complete all tasks and subtasks.

VMS Implementation shall be completed in six (6) months or less.

5.1.4 VMS Plan

The **Operations Manual** shall detail the Contractor's VMS Rollout Plan and at a minimum shall include the following:

- A. Plan for discovery sessions with subject matter experts identified by County that will utilize VMS.
- B. Definition of the review processes for each milestone and Deliverable (e.g. mandatory design review) and a description of how the parties will conduct communication and status review.
- C. WBS.
- D. Process Overview Flowchart shall include, but not be limited to, WOS, VMS, Customer, IT Contracts, on-boarding.
- E. Plan for monitoring and tracking of progress throughout the entire Implementation Phase by Contractor.
- F. User Acceptance Testing shall be hosted by the Contractor to County specified Users as required in Task 5, VMS User Testing, Final Acceptance and Implementation.
- G. Training plan for use of the new VMS prior to "go live".

5.1.5 Qualifying Vendors

The **Operations Manual** shall detail how the Contractor's shall qualify vendors to the QVN and at a minimum shall include the following:

- A. Allow for potential vendors to apply to become a Qualified Vendor during the term of this Contract.
 - a. Within application process, potential vendors must agree to all County Terms and Conditions as listed in Sample Contract, Exhibit M, (Provisions and Exhibits to be Included in Qualified Vendor Agreement).
- B. Use a standardized method of approving and evaluating applications for all Potential Vendors.
- C. Upon approval of application, the Potential Vendor will then become part of the QVN.
 - a. Contractor must have a signed agreement between the Contractor and the Qualified Vendor in which the Qualified Vendor agrees to adhere to Sample Contract, Exhibit M, (Provisions and Exhibits to be Included in Qualified Vendor Agreement).
 - b. Contractor must provide the signed agreement to County.
 - c. Once signed agreement is provided to County, the Qualified Vendor can be placed on the approved list under the Classification for which they are approved.
- D. Contractor must provide access to the QVN Portal and train the Qualified Vendor as stated in Paragraph 5.2.4, (Training) prior to commencement of any work under this Contract.

5.1.6 Quality Assurance (QA) Methodology and Practices Plan

The **Operations Manual** shall outline the procedures as defined in the Contract, Paragraph 8.15 (County's Quality Assurance Plan).

5.1.7 Quality Control (QC) Plan

The **Operations Manual** shall detail how the Contractor's shall maintain a comprehensive QC Plan to ensure a consistently high level of service throughout the term of the Contract. Contractor's QC Plan and any changes to the QC Plan must receive County's written approval in advance. The QC Plan shall, at a minimum, include the following:

- A. Method in which Contractor intends to ensure the quality of the services provided under the Contract.
- B. The Resolution process from the time a complaint is received until it has been resolved, including the escalation process (as identified in Paragraph 6.1, (Remedies)) that takes place when an issue cannot be resolved without involving higher level Contractor personnel. Include the names and contact information of those involved in the escalation

process and the time frames or schedules of when they would be contacted.

- C. Method of monitoring to ensure that Contract requirements are being met, including, but not limited to response times, WO tracking, Performance Metrics, prompt payments of invoices and how often reports identifying these issues are reviewed and by whom.
- D. Mechanism used to maintain the VMS.
- E. Mechanism used to monitor all Services provided under this Contract.
- F. Mechanism Contractor uses to maintain records of all maintenance activity conducted by 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. All information shall be provided to County upon request.
- G. Explanation of the process used from the time a formal complaint or Contract Discrepancy Report (CDR) has been received until such time a complaint or CDR has been resolved and completed.

5.1.8 Outgoing Transition Plan

The **Operations Manual** shall detail the Contractor's Outgoing Transition Plan to ensure a smooth transition with County or County's succeeding selected provider upon expiration or termination of this Contract. The Contractor shall deliver, to the County, documents and undertake actions as following:

- A. Provide all ADs service records, records of all complaints and resolution documentation, as well as all of the QVN's records.
- B. Provide a Draft Closing Report covering the final quarter of the MSP Program and, separately, a cumulative to date Report that includes, but is not limited to:
 - 1. Executive summary of Contractor's MSP Program from predevelopment through expiration of Contractor's Contract with the County
 - Quarterly and cumulative dashboards and tables recording MSP Program performance through indicators, and metrics identified by the County
 - 3. Detailed record of "best management practices" used, adapted, or improved throughout the term and course of the MSP Program
 - Detailed statement of "lessons learned" and responsive MSP Program improvements, and any then-existing MSP Program projections
 - 5. All accompanying documents, work products, tools, resources, assets, records or memoranda created by Contractor relating to or in support of the MSP Program, as County may request.

C. Contractor shall provide continued support of data migration at the end of the Contract term and during any transitional periods to the County and any third party.

Contractor shall develop with the Department an outgoing transition plan six (6) month prior to expiration or notice of termination of Contract to ensure a smooth transition from the Services the Contractor's provides under this Contract to the new Services provider whether it is the Department or Department's selected Contractor.

Upon Department's approval, Contractor shall execute the outgoing transition plan within sixty (60) Days, or such time as is necessary, at Department's discretion, whichever is longer, prior to the expiration or termination of this Contract.

DELIVERABLE 1: Provide **Operations Manual** as detailed in Task 1.

5.2 TASK 2: PROGRAM HANDBOOK

5.2.1 MSP Program Initiation

The **Program Handbook** shall detail the Contractor's MSP Program Initiation.

Within one (1) week from the Effective Date of this Contract, Contractor shall attend a Kick-off meeting with County and a Draft Program Handbook shall be provided to County. Final Program Handbook shall be submitted within fourteen (14) days of the Effective Date of the Contract.

Within fourteen (14) days of the Effective Date of the Contract, Contractor shall provide County with Program Handbook detailing the terms governing all ITC Support services participants, QVN, PPEs and CBE, including:

- A. MSP Program introduction (comprehensive summary of the MSP Program)
- B. MSP Program contact information
- C. Eligibility requirements
- D. MSP Program requirements
- E. MSP Program process
- F. Dispute resolution
- G. Future MSP Program changes
- H. Guide Books
 - 1. County User Guide Book
 - 2. QVN User Guide Book

5.2.2 County User Guide Book

The **Program Handbook** shall include the County User Guide and define the IT Support process from resource engagement development to the conclusion of the resource engagement. The County User Guide must:

- A. Describe the process for County AD using the Contract to obtain IT Support resources
- B. Describe the Contract in general, guidelines for use, user roles and the process for using the Contract. The County User is subject to County approval.
- C. Describe how to utilize the VMS.

County User Guide Book is subject to County approval.

5.2.3 QVN User Guide Book

The **Program Handbook** shall include a QVN User Guide Book and the Contractor shall detail how all the Qualified Vendor's will be trained on the use of the new MSP Program. Qualified Vendor User Guide Book shall:

- A. Include instructions for responding to WOSs.
- B. Explain how to use the VMS tool, and other program functions.
- C. Provide scheduling options for enrolled QVN staff requiring training.
- D. Define the ITC Support services process from release of the SR to the QVN to the conclusion of the resource engagement.
- E. Describe the process for enrolled QVN to offer and provide ITC Support services.
- F. Describe the MSP Program in general, guidelines for use, user roles and the process for participating on the Contract.
- G. County Department of Consumer and Business Affairs (DCBA): <u>https://dcba.lacounty.gov/</u>
- H. PPE and CBE Certification information: https://dcba.lacounty.gov/preference-programs-guide/
- I. County "Doing Business with us" website: https://doingbusiness.lacounty.gov/

QVN User Guide Book is subject to County approval.

5.2.4 Training: Upon approval of the VMS deployment and Final Acceptance, Contractor shall provide group training on a scheduled basis to be determined by County and one-on-one user training on an as-needed basis to County, Vendors and Consultants, at no additional cost. Contractor shall make all training materials to the County, as directed, electronically and via hard copy.

The **Program Handbook** shall detail the Contractor's Training including the training materials and shall include the following:

5.2.4.1 ISD Administration shall include the following:

- 1. Comprehensive tutorial on VMS. Including ISD Administration Portal, AD Portal, QVN Portal and Vendor Portal
- 2. Work Order life cycle, including administration of WO and invoicing.

- 3. Report generation including ad-hoc reports
- 4. Dashboard customization

5.2.4.2 AD training shall include the following:

- 1. At the request of the County, prepare and conduct orientation briefings for AD and other interested parties
- 2. Comprehensive tutorial on VMS- AD Portal
- 3. WO life cycle, including administration of WO and invoicing
- 4. Report generation- including ad-hoc reports
- 5. Dashboard customization

5.2.4.3 Vendor training shall include the following:

- 1. Comprehensive tutorial on VMS-AD Portal
- 2. Classification qualification process
- 3. WOS process
- 4. WO life cycle, including administration of WO and invoicing
- 3. Report generation including ad-hoc reports
- 4. Dashboard customization

DELIVERABLE 2: Comprehensive **Program Handbook** as required in Task 2.

5.3 TASK 3: VMS REQUIREMENTS

The Contractor shall provide a real-time fully integrated, web-based and Contractor hosted VMS which shall govern and manage all Services. Unless otherwise specified herein or agreed to by the parties, Contractor shall utilize its best available standard practices and procedures in providing the VMS to ensure successful implementation of the MSP Program.

The Services provided under this MSP Program shall include, implementation of the VMS, the onboarding and managing of the QVN, automating and supporting the WO lifecycle under Attachment 1, (Classification Descriptions and Minimum Requirements for As-Needed Hourly-Based IT Support Services from Qualified Vendors) and providing standard and customized reports to the County.

The County Contract Program Manager reserves the right to request access and/or add services required of the VMS. The VMS shall meet all of the requirements set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix).

DELIVERABLE 3: Contractor achieving Acceptance of the VMS that meets the requirements of this Task 3, (VMS General Requirements) as set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix), and delivery of User access and all needed licenses for Contractor's VMS as described in Task 3.

5.4 TASK 4: VMS PORTALS REQUIREMENT

The Contractor shall create and maintain the following five (5) portals, with a user experience design that is intuitive and easy to use. The Portals shall include the following:

5.4.1 IT Contracts Portal

The IT Contracts Portal will have restricted and secure access only for the County Contract Program Manager access. AD's, QVN and potential Vendors shall be restricted from accessing this Portal. At a minimum, the IT Contracts Portal shall meet the requirements set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix).

5.4.2 County Facing Portal

County Facing Portal will allow access to only AD's and IT Contracts. At a minimum, the County Facing Portal shall meet the requirements set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix).

5.4.3 QVN Portal

This QVN portal shall be restricted to the QVN community. At a minimum, the QVN Portal shall meet the requirements set forth in Appendix D - Exhibit 16 (VMS Requirements Matrix).

5.4.4 Potential Vendor Portal

Portal will be public facing and will allow vendors who are interested in joining the QVN access. At a minimum, the Potential Vendor Portal shall meet the requirements set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix).

5.4.5 Tracking and Reporting Portal

Contractor shall monitor, track, and maintain comprehensive records of all transactions, communications, documents, registrations, financial and fiscal accountings, and any and all other actions undertaken in the implementation of the MSP Program.

- 5.4.5.1 Contractor shall deliver to the County all requested ad hoc reports within a time mutually agreed upon by the County and Contractor. For all reports, Contractor shall test and verify the data collection, reporting methods and models used to generate these reports and provide the methodologies and supporting assumptions and/or sources available to County upon request.
- 5.4.5.2 All reports listed below, shall be available to IT Contracts Portal Dashboards.
- 5.4.5.3 Contractor shall deliver scheduled reports, including but not limited to:

A. Complaint Report

Within 24 hours provide IT Contracts with a written notification on any complaints or issues. At a minimum:

- 1. AD
- 2. WO title
- 3. QVN/Consultant name
- 4. Contact information
- 5. Complaint description
- 6. Proposed resolution

B. Monthly Report

Provide County with a monthly report, on the first of the month, in an editable format, and with the following non-exclusive list of metrics which shall conform to any requirements set forth by the County:

- 1. Pending Vendors
- 2. Active Vendors
- 3. Inactive Vendors
- 4. Suspended and terminated Vendors
- 5. Number of Vendors in the QVN
- 6. Number of WOs awarded by the County, by Classifications
- 7. Value of total WOs and individual WOs sums
- 8. Number of WOs per Supervisorial District
- 9. Value of WOs per Supervisorial District
- 10. Number of complaints received, a description of the complaint, status update, aging, and, if applicable, resolution
- 11. Number of WOs closed (period of performance ends and early termination)
- 12. Estimated number of jobs created*
- 13. Track performance of QVN and their compliance with requirements
- 14. Status reports, providing open, closed, filled WOs

15. Other data and metrics as requested by County, from time to time

*Data collected for the monthly metrics reports must be developed and collected applying industry standards and verified methodologies.

C. Monthly Expenditures Report

Expenditures by WO Number and aggregate.

D. Monthly PPE and CBE Utilization Report:

- 1. Listing of all QVNs
- 2. Total WOs award:
 - A. Social Enterprise (SE)
 - B. LSBE
 - C. DVBE
 - D. CBE
- 3. Average WO Rate comparison to Contract Not-to-Exceed Hourly Rate by Classifications
- 1. Contract utilization by AD and Classification
- 2. Contract Metrics and Key Performance Data that demonstrate the value added and savings to the County.

DELIVERABLE 4: Contractor shall achieve Acceptance of all five (5) required Portals (in the VMS that meets the requirements of this Task 4, (VMS Portal Requirements) and the requirements set forth in Appendix D – Exhibit 16 (VMS Requirements Matrix).

5.5 TASK 5: VMS USER TESTING, FINAL ACCEPTANCE AND IMPLEMENTATION

Upon completion and Acceptance of Deliverable 3, (VMS General Requirements) and Deliverable 5, (VMS Portal Requirements), Contractor must conduct County User Acceptance Testing and achieve Final Acceptance within sixty (60) days from the Effective Date of the Contract.

- A. Contractor shall host and assist with User Acceptance Testing with the County,
 - 1. County will identify User to complete the Acceptance Testing.
 - 2. Upon completion of User Accepting Testing:
 - a. County will provide feedback and/or request corrections to the Contractor.
 - b. Contractor shall incorporate County feedback and proposed changes in the VMS and submit a final version for County's written approval of the VMS and Final Acceptance.

B. If any, corrections are requested Contractor must allow County Users to retest the VMS.

Upon approval of VMS, County will provide Contractor with a Final Acceptance of the VMS. Upon approval of Final Acceptance, County and its Users will use the VMS. The VMS shall achieve Final Acceptance when (a) the System has operated without any Errors for thirty (30) days; (b) Contractor's Project Director provides County written confirmation that the System has been successfully delivered; and (c) County's Project Director provides Contractor with written approval.

DELIVERABLE 5: Provide County User Acceptance Testing and upon approval of Final Acceptance of the VMS, County and its Users will use the VMS.

5.6 TASK 6: QUALIFIED VENDOR AGREEMENT

Within twenty-one (21) days of the Effective Date of this Contract, Contractor shall provide County with a Qualified Vendor Agreement that shall include any and all provisions, terms and conditions, paragraphs and subparagraphs designed with an asterisk (*) in the Sample Contract (Contract) and as identified in Provisions to be Included in Qualified Vendor Agreement (Exhibit M).

- 1. Draft Qualified Vendor Agreement shall be provided to County fourteen (14) days from effective date of this Contract.
- 2. Final Qualified Vendor Agreement shall be submitted within twenty-one (21) days from effective date of this Contract.
- 3. Upon County Acceptance (Attachment 3, Sample Task/Deliverable Acceptance Form) of the Qualified Vendor Agreement, Contractor will upload, use, and update as needed, the Qualified Vendor Agreement in the VSM as required, and use it with the QVN.

DELIVERABLE 6: Provide **Qualified Vendor Agreement** as detailed in Task 6.

5.7 TASK 7: OVERALL PROGRAM ADMINISTRATION

Contractor shall provide full MSP Program management, planning, monitoring, supervision, tracking, and control for all MSP Program activities during the term of the Contract and for all Tasks set forth in this Statement of Work. Contractor shall employ program management best practices and standards, in the performance of all work.

Throughout the term of the Contract, Contractor's PD, under the direction of County's PD or designee, shall provide full program management oversight and control of all activities and deliverables throughout the Contract lifecycle, including, but not limited to:

1. Oversee program management methodology and ensure that such methodology is adhered to.

- 2. Plan and direct all Contractor's program management efforts.
- 3. Ensure Contractor's compliance with business and technical requirements as stated in the Contract and SOW.
- 4. Coordinate with County's PD, or designee, to ensure that all tasks, deliverables, Services and other work are performed, and issues are resolved in a timely manner and within the MSP Program schedule time constraints.
- 5. Ensure adequate resources are assigned to County's WOs.
- Prepare and deliver bi-weekly overall ITC Support Services status reports (not meeting minutes) to County's PD or designee. Unless otherwise directed by County's Program Director or designee, overall ITC Support Services status reports shall include the following information, but is not limited to:
 - A. County's Program Identifier (i.e., WO number)
 - B. WO name
 - C. AD
 - D. WO type
 - E. WO priority
 - F. Current status (i.e., pending, in progress, in executed)
 - G. WO Issues, recommended resolutions/options, and estimated completion date
 - H. Contractor Program Manager name
 - I. County WOM name

DELIVERABLE 7: Bi-weekly, Quarterly and Yearly status reports prepared and in accordance with Task 7.

5.8 TASK 8: VENDOR MANAGEMENT

Contractor shall provide vendor management services to on-board new Vendors as well as manage the QVN:

- 5.8.1 Enroll, train, maintain, and manage a pool of QVN (registered with the County's webVEN prior to enrollment) sufficient to meet Contract demand.
- 5.8.2 QVNs must have completed Contractor training as outlined in the Operations Manual, including adhering to the Exhibit N, (Qualified Vendor Agreement) between the Contractor and the Qualified Vendor which contains the Contract terms and conditions; complying with County policies and procedures, and maintaining insurance and bonding requirements (if applicable). Contractor training must provide substantive and clear training to ensure that all agents or employees of Contractor(s), including Affiliated

Individuals, are fully trained to comply with all terms and provisions of this Contract and County policies and procedures.

- 5.8.3 Verify QVNs compliance in accordance with the requirements set forth in the Operations Manual and, where relevant, the Program Handbook, on a regular and timely basis and suspend those in violation thereof. Compliance includes but is not limited to professional licenses and standing, insurances and applicable background checks.
- 5.8.4 Implement a VMS and procedures that manage and track Vendor training and compliance violations on an individual and company basis, including remedial measures in place to warn, suspend or terminate Vendors and/or Affiliated Individuals who have violated programmatic requirements.

DELIVERABLE 8: Monthly report providing statistics of QVN.

5.9 TASK 9: MARKETING TO VENDOR COMMUNITY

- 5.8.1 Contractor shall develop and produce marketing material for electronic, print and/or other media pursuant to the terms and conditions Paragraph 8.37, (Publicity) of this Contract; and, further, shall obtain County approval in writing prior to dissemination, and update as needed.
- 5.8.2 Contractor must not engage in any practices that are, or could appear to be unfair, deceptive, abusive, or misleading; violate federal or state laws or regulations (including violating "Do-Not-Call" laws); or are in any way are inappropriate, incomplete or inconsistent with the Contract requirements.
- 5.8.3 Usage of County seal is strictly prohibited, without prior approval of the County PD.
 - 1. Develop, deliver, and enforce marketing guidelines (including, but not limited to, brand usage guidelines, sales and training protocol, etc.) for Vendors, subject to County approval.
 - 2. Actively recruit and attract PPE's and CBE's.
 - 3. Host quarterly Vendor Fairs, to promote recruitment of Vendors.

DELIVERABLE 9: Monthly report providing statistics of Marketing.

5.10 TASK 10: WORK ORDER SOLICITATION (WOS) MANAGEMENT

The Contractor will be responsible for overseeing all on-going service delivery tasks including but not limited to the following:

5.10.1 Solicitation Consultation

Contractor shall assist IT Contracts and requesting AD with developing detailed requests for ITC resources.

- A. Contractor shall schedule on-site or virtual meetings with IT Contracts and AD staff, if necessary, during the Days/Hours of Operations.
- B. Contractor must be available to assist and support IT Contracts and AD staff with all other tasks or issues related to utilizing the Contract to fulfill their ITC resource needs.

5.10.2 Response Management

- A. Upon receival of SR from County, Contractor must:
 - 1. assign a number
 - 2. review and provide feedback within four (4) business hours of receipt. Feedback must include technical comments or questions as well as anticipated timeline for award.
- B. Contractor shall be responsible for releasing approved WOS to the QVN under the Classification for which services are being solicited.

5.10.3 Submittal Due Date/Time

The standard Bid due date for a WOS shall be two (2) business days from when the WOS is released.

- A. Hourly rates shall not exceed the Maximum Hourly Rate identified in Attachment 2 (MSP Percentage Fee Worksheet/Rate Sheet).
- B. The County may elect to allow more than two (2) business days to receive Bids.
- C. Bid submissions received after the WOS due date will be rejected.

5.10.4 Candidate Screening and Validation

- A. Contractor shall be responsible for reviewing and screening all Candidates submitted prior to submittal to the County. This screening must include:
 - Follow County's method to identify Preference Program Enterprises pursuant to Sections 9.7(Local Small Business Enterprise (LSBE) Preference Program), 9.8(Social Enterprise (SE) Preference Program) and 9.9 (Disabled Veteran Business Enterprise (DVBE) Preference Program) of the Sample Contract.
 - 2. Candidate resume technical review starting at the lowest hourly rate
 - 3. Validation of all required certifications
 - 4. A first-round interview
- B. The Contractor must provide the resumes of the three (3) lowest cost qualified Candidates to the County.
- C. IT Contracts may request more than three (3) Candidates and has the right to request that all Candidates be available for its review.

- D. The resumes provided to the AD must not reference the Qualified Vendor.
- E. The Contractor shall ensure that any Candidate submitted for consideration is eligible to perform work in the U.S. for the entire anticipated duration of the engagement.
- F. Resumes for Candidates shall be available through the VMS with an autogenerated email notification to the County for review within two (2) business days of the WOS due date, unless otherwise specified by the County.
- G. County Evaluations of Candidates
 - 1. County will validate Candidates minimum qualifications.
 - 2. If the County determines one or more Candidates to be qualified, then County may request to begin scheduling candidate interviews.
 - 3. If the County does not select one or more Candidates from this first group of resumes, the County may request an additional group of Candidates from the Contractor.

5.10.5 Interview Facilitation

The Contractor must coordinate and facilitate Candidate interviews and/or skills assessments (phone interviews, face to face interviews, capabilities tests, etc.) for the AD (second round interview).

- A. Interviews may be required to be conducted onsite at the AD's location or remote interviews (web conference, video conference, phone etc.) may be permitted.
- B. The decision as to whether onsite or remote interviews are required will be determined solely by the AD.
- C. If the AD conducts interviews and/or skills assessments and determines that the Candidate(s) do not meet the skill requirements of the position, the AD will reject the Candidate(s) and move on to the next lowest qualified Candidate.
- D. If the AD is unable to find a Candidate who meets the skills requirements of the position, the AD, after consulting with IT Contracting staff, may receive direction to utilize a separate procurement method or contract to meet the service need.
- E. County will notify the Contractor if/when a Candidate is selected.

5.10.6 Award of WO

- A. Upon selection of a Candidate, the Contractor shall notify all Qualified Vendor's who submitted a Bid of their non-selected Bid.
- B. Feedback for any non-selected Candidate(s) (if available) shall be provided upon request.

- C. Contractor shall award and executed a WO within one (1) business day of Candidate selection to the selected Qualified Vendor and provide a copy of the executed WO to IT Contracts and AD.
- D. Contractor shall post the award of all WOs in the VMS, viewable to all Users.

5.10.7 Selected Candidate Background Checks

Any IT Support resource placed on assignment at an AD must undergo a complete and thorough State/Federal Background check, to be facilitated by, and at the expense of, the Contractor or Qualified Vendor, prior to the start of the Consultant assignment.

- A. This will include previous work addresses for up to the last ten (10) years.
- B. The Contractor must ensure that Background checks are performed to determine if the selected Candidate is able to fulfill the request for ITC Support Services and if the Candidate has any type of convictions, he/she will not be approved for work under this Contract. Contractor must adhere to Fair Chance Employment Laws as stated in the Contract.
- C. Depending on the nature of the work or the location of the work assignment, additional Background/Security check and or Health checks may be required.

DELIVERABLE 10: Provide WOS Management as required in Task 10.

5.11 TASK 11: EMERGENCY WORK ORDER SOLICITATION

If the County deems services critical in nature, County may submit a request for an Emergency WOS. Contractor shall release a WOS within two (2) hours of SR submission (as specified in 5.11.2 below). Requests for Emergency WOSs may be received outside of normal Business Hours.

Emergency WOs shall be executed within 24 hours.

5.11.1 Solicitation Consultation

Contractor shall assist IT Contracts and requesting AD with developing detailed requests for ITC resources.

- A. Contractor shall schedule on-site or virtual meetings with IT Contracts and AD staff, if necessary, during and outside the Days/Hours of Operations.
- B. Contractor must be available to assist and support IT Contracts and AD staff with all other tasks or issues related to utilizing the Contract to fulfill their ITC resource needs.

5.11.2 Response Management

- A. Upon receival of SR from County, Contractor must:
 - 1. Assign a number.
 - 2. Review and provide feedback within one (1) hour of receipt of SR, feedback must include technical comments or questions as well as anticipated timeline for award.
- B. Contractor shall be responsible for releasing approved WOS to the QVN under the Classification for which services are being solicited within two (2) hours of receipt of SR.

5.11.3 Submittal Due Date/Time

The standard Bid due date for an Emergency WOS shall be six (6) hours from when the WOS was released.

- A. The County may elect to allow more than six (6) hours to receive Bids.
- B. Bid submissions received after the WOS due date, will be rejected.

5.11.4 Candidate Screening and Validation

- A. Contractor shall be responsible for reviewing and screening all Candidates submitted prior to submittal to the County. This screening must include:
 - 1. Candidate resume technical review starting at the lowest hourly rate
 - 2. Validation of all required certifications
- B. The Contractor must provide the resumes of the three (3) lowest cost qualified Candidates to the County.
- C. IT Contracts may request more than three (3) Candidates and has the right to request that all Candidates be available for its review.
- D. The resumes provided to the AD must not reference the Qualified Vendor.
- E. The Contractor shall ensure that any Candidate submitted for consideration is eligible to perform work in the U.S. for the entire anticipated duration of the engagement.
- F. Resumes for Candidates shall be available through the VMS with an autogenerated email notification to the County for review within six (6) hours of the WOS due date, unless otherwise specified by the County.
- G. County Evaluations of Candidates
 - 1. County will validate Candidate minimum qualifications.

- 2. If the County determines one or more Candidates to be qualified, then County may request to begin scheduling candidate interviews.
- 3. If the County does not select one or more Candidates from this first group of resumes, the County may request an additional group of Candidates from the Contractor.

5.11.5 Interview Facilitation

The Contractor must coordinate and facilitate Candidate interviews and/or skills assessments (phone interviews, face to face interviews, capabilities tests, etc.) for the AD.

- A. Interviews may be required to be conducted onsite at the AD's location or remote interviews (web conference, video conference, phone etc.) may be permitted.
- B. The decision as to whether onsite or remote interviews are required will be determined solely by the AD.
- C. If the AD conducts interviews and/or skills assessments and determines that the candidate(s) do not meet the skill requirements of the position, the AD will reject the candidate(s) and move on to the next lowest qualified resumes.
- D. If the AD is unable to find a candidate who meets the skills requirements of the position, the AD, after consulting with IT Contracting staff, may receive direction to utilize a separate procurement method or contract to meet the service need.
- E. County will notify the Contractor if/when a Candidate is selected.

5.11.6 Award of WO

- A. Upon selection of a Candidate, the Contractor shall notify all Qualified Vendor's who submitted a Bid of their non-selected Bid.
- B. Feedback for any non-selected Candidate(s) (if available) shall be provided upon request.
- C. Contractor shall award and execute a WO within 24 hours of receipt of SR and provide a copy of the executed WO to IT Contracts and AD.
- D. Contractor shall post the award of all WOs in the VMS, viewable to all Users.

5.11.7 Selected Candidate Background Checks

Any IT Support resource placed on assignment at an AD must undergo a complete and thorough State/Federal background check prior to the start of

the Consultant assignment consistent with requirements for the applicable AD.

- A. This will include previous work addresses for up to the last ten (10) years.
- B. The Contractor must ensure that background checks are performed to determine if the selected Candidate to fulfill a request for ITC Support Services has any types of convictions.
- C. Depending on the nature of the work or the location of the work assignment, additional Background and or Health checks may be required.

DELIVERABLE 11: Provide Emergency WOS Management as required in Task 11.

5.12 TASK 12: WORK ORDER ADMINISTRATION

5.12.1 Consultant Onboarding

The Contractor will be responsible for ensuring that the Consultant(s) are properly Onboarded at the AD site and its enrolled QVN and/or its Consultant has provided and completed any required documents or forms.

- A. Contractor shall work with CWOM and IT Contracts to properly Onboard Consultants, including, but not limited to completing Background and Security Checks.
- B. If Consultant is required to enter County Facilities, the requesting AD will issue a County Contractor Badge after Contractor confirms that Consultant has passed required background check.
- C. Contractor shall ensure that engaged Consultants are properly trained on any VMS requirements, such as appropriate time entry systems.
- D. Upon completion of onboarding and the Consultant commencing work on a WO, the Contractor must notify all other Candidates that they were not selected. Any feedback for non-selection of the Candidates shall be provided upon request.

5.12.2 Initial Consultant Period of Performance

If a Consultant begins work for a particular AD, and the AD determines within the first week (5 business days) that the Consultant does not have the skills or capabilities necessary to complete the job as requested in the original SR, the AD may request that the Consultant be replaced immediately, and the AD will not pay for the work conducted by the unacceptable Consultant. The AD will recommend replacement to the next lowest qualified Candidate.

5.12.3 Invoice Processing

The Contractor will be responsible for ensuring that its resources enter time weekly into the VMS, for approval by the CWOM. In addition to entering a resource's hours in the VMS, resources may be required to enter time worked into an AD timekeeping system for audit, chargeback, or capacity management/tracking purposes, at the AD discretion. The AD will receive invoices from the Contractor for approved time monthly. The AD will pay invoices in accordance with the Contract terms and conditions. The Contractor will charge the appropriate Hourly Rate(s), plus the Percentage Fee as prescribed in Attachment 2, (MSP Percentage Fee Worksheet/Rate Sheet) for each resource identified in the invoice.

5.12.4 Communication process

Contractor must communicate with IT Contracts, AD's and QVN during the WO process using a method mutually agreed upon by Contractor and County.

- A. The Contractor must provide status updates via email to all concerned parties, including but not limited to, ability/inability to fill positions within the desired time frames and on-going status updates regarding the SR.
- B. Contractor must notify the AD and QVN of the status of open WO's including expenditures and 60 days prior to the expiration of WO.

5.12.5 Work Order Amendments

Contractor must be able to create and facilitate signatures for any WO Amendments which include but are not limited to, Consultant change, WO amount, and changes to the Period of Performance.

5.12.6 Help desk support

The County requires the solution to provide help desk services to the County, QVN and Potential Vendors (Day/Hours of Operations) to address VMS issues, to respond to general inquiries regarding the MSP Program and to respond to general requests for information or assistance.

5.12.7 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 Days/Hours of Operations. However, these County personnel may not unreasonably interfere with Contractor's performance.

DELIVERABLE 12: Provide WO Administration as required in Task 12.

6.0 CONTRACT DISCREPANCY REPORT (CDR)

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

County PD will determine whether a formal CDR, in the form attached hereto as Attachment 4, (Contract Discrepancy Report), shall be issued. Upon receipt of this document, Contractor is required to respond in writing to County PD within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the CDR shall be submitted to County Program Director(s) within five (5) business days.

Contractor is responsible for the resolution of all discrepancies as listed in the CDR. Contractor shall respond to the CDR with its action plan. Contractor shall consult County to update the CDR as it remedies the discrepancy and/or modify the CDR accordingly. Contractor shall comply with the CDR to resolve the discrepancy.

7.0 SUPPORT AND MAINTENANCE SERVICES

Immediately following deployment of VMS and Final Acceptance, Contractor will begin providing Support and Maintenance Services as outlined in this section, at no additional cost.

Contractor shall provide adequate staffing and resources to provide the Support and Maintenance Services under this Contract. As part of Support and Maintenance Services, Contractor shall correct any and all Errors, including compatibility issues among VMS System components themselves and/or among VMS components and the County environment. Support and Maintenance Services staff will be fully responsible for assisting the County with use of VMS, answering questions or inquiries, and resolving Errors in a timely manner. Support and Maintenance Services staff shall:

- 1. Act as a central point of contact with County and shall demonstrate previous experience in the management of work requirements for systems similar in size and complexity.
- 2. Have experience debugging VMS and providing related support as required for VMS.
- 3. Have full authority to act for Contractor on all matters relating to the daily operation of VMS.
- 4. Be able to effectively communicate in English orally and in writing.
- 5. Be available to assist County, its consultants, and contractors during the Days/Hours of Operations, excluding holidays observed by Contractor, which shall not exceed nine (9) days per year.
- 6. Correct any and all Errors, including compatibility issues among VMS components themselves and/or among VMS components and the County environment.
- 7. Provide updates to and version releases of the VMS.
- 8. Provide operational support for the VMS.
- Provide training, training materials and other implementation support for the VMS software updates and version releases. Any reporting or enhancements by other public entities will be offered and made available to the County.

Support and Maintenance Services staff shall provide VMS maintenance and continued management and operation services throughout the Contract Term, as described herein and in the Contract, at no additional cost. Contractor shall also provide, as part of support and maintenance Services, the hosting Services required by the Contract.

7.1 Remedies: Error Resolution

A. Identification of Errors

Within one (1) business day of an Error submission, a Support and Maintenance Services staff team member shall be assigned to respond via a telephone call to the submitting party to discuss and mutually establish the Error Severity Level and its resolution priority.

Errors, as detailed in Table 1.0 (Error Severity Level Definitions) below, may be identified either as a result of Contractor use of its own tools or as discovered by County or Contractor. If a Severity Level 1 or 2 Error is initially identified by Contractor, Contractor shall notify the County within the timeframe identified in the table below. Upon discovery of an Error by County, County will report the Error to Contractor's support and maintenance Services Staff via telephone with a follow-up electronic submittal clearly describing the Error for resolution in accordance with the Contract.

The Severity Level of an Error will be assigned by County as specified in Table 1.0 below (Error Severity Level Definitions). Based on Contractor's proposed solution to correct the Error and/or workaround(s) for the Error, County may, in its sole discretion, escalate or downgrade the Error Severity Level.

B. Error Severity Level Definitions

County will assign one of the Severity Levels described below to each Error. Contractor shall resolve such Errors within the timeframes as follows:

Table 1.0 Error Severity Level Definitions			
Severity Level and Description	Resolution Time Requirement (subject to escalation by County)		
 SEVERITY LEVEL 1: CRITICAL 1. Widespread VMS unavailability; or Error disrupts functionality to the extent VMS cannot be used. 2. Any Security Breach that compromises the integrity of the VMS system and/or the data contained therein. 	Two (2) hours, beginning when County reports the Error to Contractor or upon Discovery of Error by Contractor, whichever occurs first.		

Table 1.0 Error Severity Level Definitions			
Severity Level and Description	Resolution Time Requirement (subject to escalation by County)		
SEVERITY LEVEL 2: SEVERE			
A problem that severely degrades the performance of VMS or materially restricts business; or restricts the use of one or more features of VMS to perform necessary business functions but does not completely restrict usage of VMS; or ability to use VMS, but an important function is not available, and operations are severely impacted.	Eight (8) hours, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.		
SEVERITY LEVEL 3: MINOR			
A problem that causes only a minor impact on the use of VMS (e.g., report generation issues, issues with any non- Production Environment), but the problem can be easily circumvented; or the problem can cause some functional restrictions but does not have a critical or severe impact on operations.	One to two (1 to 2) calendar days, beginning when County reports Error to Contractor or upon discovery of Error by Contractor, whichever occurs first.		
SEVERITY LEVEL 4: COSMETIC	t affect the the next Scheduled Downtime, or		
Cosmetic defects that do not affect the functionality but affect the general look and feel of VMS.			

C. Resolution of Errors

Contractor shall either resolve or escalate an Error reported by County in accordance with the time frames set forth above. The time for resolving each Error shall start tolling when County notifies Contractor of such Error by telephone or otherwise, or upon discovery of Error by Contractor, whichever occurs first, and shall end when Contractor submits resolution of such Error to County for approval thereof, provided such resolution is thereafter so approved by County without prior rejection by County or significant delay in County's approval thereof.

Contractor acknowledges that, as part of corrective measures to resolve an Error, Contractor may be required to repair, replace or reinstall all or any part of VMS, or update VMS, to remedy such Error.

Contractor shall assign a Support and Maintenance Services staff team member to diagnose and determine the course of action to resolve Errors. Contractor shall maintain ongoing communication with County regarding the status of correction of all Errors reported or discovered. In addition, County may contact Contractor personnel to inquire about the resolution status of any Error. For each day that an Error is not resolved past the Error Resolution Time Requirements, County shall assess a One Thousand Dollar (\$1,000) credit per day until the Error is successfully resolved.

D. Escalation

County or Contractor may escalate an Error's Severity Level as necessary for resolution. Contractor shall assist County with all aspects of Support and Maintenance Services and Error resolution and escalation as required by County. County may engage the support of Contractor at any time and for any aspects of VMS. If any Error is not resolved within the applicable resolution time set forth above, in addition to other remedies available to County set forth in the Contract, County shall have the right to escalate the Error to the next Error Severity Level.

E. Error Severity Level 3

The assigned Support and Maintenance Services staff team member shall provide a recommended solution, via email or telephone call, for Severity Level 3 Errors within one (1) to two (2) calendars days of Error submission, unless an extension of time is mutually agreed to by County and Contractor in writing.

The assigned Support and Maintenance Services staff team member shall update the submitting party on the status of the Error, via a telephone call, each business day until resolution and implementation of the recommendation is completed.

F. Error Severity Level 4

The assigned Support and Maintenance Services staff team member shall provide a recommended solution, via email or telephone call, for Severity Level 4 Errors, via Earlier of (a) the next Version Release or (b) the next Scheduled Downtime, or (c) as mutually agreed.

7.2 System Performance Requirements

Contractor agrees that: (a) the System shall meet the System Availability requirements as further specified in this Statement of Work. All System performance Errors shall be deemed at a minimum Error Severity Level 2 for the purpose of the correction of the Error. The following criteria shall be applied with regards to System Performance Requirements:

System Availability shall meet the System Performance Requirement of Ninety-Nine point Nine percent (99.9%).

LENGTH OF CONTINUOUS UNSCHEDULED DOWNTIME	INVOICE CREDITS	
12 hours or more but less than 24	\$1000	
hours		
24 hours or more	\$2000 per day	

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

8.1 Ongoing Evaluation of Contractor Performance - Performance Metrics

Contractor shall attend a monthly meeting with IT Contracts representatives to review the quality of service provided to the County by the Contractor. It is at this time the County will evaluate the Contractor on a variety of performance metrics, including, but not limited to, those set forth in Appendix B, SOW Attachment 6) ("Performance Metrics") as outlined within the Contract. If any service deficiencies are identified across the entire Contract and Performance Metrics are not meet, the Contractor and County Contract Program Manager representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific Performance Metric-defined targets will be imposed as set forth in Appendix B, SOW Attachment 6. If three consecutive quarterly meetings occur with minimal or no improvement in the identified areas, the Contractor may be considered in default and the County may terminate the Contract. As part of the meeting, the Contractor must present reports including, but not limited to the following:

- 1. QVNs
- 2. Pending Vendors
- 3. Inactive Vendors
- 4. PPE/CBE utilization
- 5. PPE/CBE participation
- 6. Industry trends
- 7. Contract Not-to-Exceed Hourly Rate Review
- 8. Contract utilization by AD and job classification
- 9. Performance Metrics Review

8.2 PRS

Attachment 5 sets forth required services that will be monitored by IT Contracts during the Contract Term of this Contract.

The services set forth 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 Contract and the SOW. In any case of apparent inconsistency between services as stated in Contract and the SOW and this PRS, the meaning apparent in 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 Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When Contractor's performance does not conform to the requirements of this Contract, County will have the option to apply the following non-performance remedies:

- 1. Require Contractor to implement a formal corrective action plan, subject to approval by IT Contracts. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 2. Deduct payment or assess fees from Contractor by a computed amount based on the deductions/assessment fee(s) in the PRS. Should fees be assessed, Contractor shall issue a check pursuant to Paragraph 5.4.8, Refunds and Other Payments of the Contract.
- 3. Reduce, suspend or cancel this Contract for systematic problems, deliberate misrepresentations or unacceptable levels of performance.
- 4. Failure of Contractor to comply with or satisfy the request(s) for improvement of VMS, or to perform the neglected work specified within ten (10) business days, shall constitute authorization for Department to have the Service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by Department, shall be credited to Department on Contractor's future invoice(s).

This Paragraph does not preclude County's right to terminate WOs, in accordance with Contract, Paragraph 8.0, (Standard Terms and Conditions), Paragraph 8.41, (Termination for Convenience) and Paragraph 8.42, (Termination for Default).

8.3 User Satisfaction

Contractor shall measure user satisfaction of County covered by this Contract.

- 8.3.1 Contractor shall develop a user satisfaction survey to be approved by the County prior to distribution. Survey shall be distributed to the AD upon completion of a WO. Survey will include questions on the Consultant(s) performance and satisfaction of the VMS system.
- 8.3.2 Contractor will compile and present all results to IT Contracts. The average of all scores for the survey sample must be above 3 on a scale of 0 to 5 for each area on the user survey. Average scores below 3 must be reviewed with the IT Contracts contact immediately upon reporting of the survey results. Contractor will also include and present recommendations for business process improvements in all areas that rate 3 or lower.

9.0 GREEN INITIATIVES

- 9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

10.0 DELIVERABLE SUMMARY TABLE

Deliverable #	Task #	Deliverable Name	Deliverable Due Date
1	1	 Operation Manual, including: 1. Implementation Plan/Summary 2. Contractor Program Team – Ongoing Program Administration 3. Contractor VMS Schedule 4. VMS Plan 5. Qualify Vendors 6. Quality Assurance (QA) Methodology and Practices Plan 7. Quality Control (QC) Plan 8. Outgoing Transition Plan 	Within one (1) week of effective date of contract- Kick off meeting. Draft – fourteen (14) days after effective date of contract. Final – twenty-one (21) days after effective date of contract.
2	2	 Program Handbook, including: 1. MSP Program Initiation 2. County User Guide Book 3. QVN User Guide Book 4. Training 	Draft – one (1) week from effective date of contract. Final – fourteen (14) from effective date of contract.
3	3	VMS General Requirements	
4	4	VMS Portals Requirements	
5	5	VMS User Testing, Final Acceptance and Implementation	Within sixty (60) days from the effective date of contract.
6	6	Qualified Vendor Agreement	Draft – fourteen (14) days from effective date of contract. Final – twenty-one (21) days from effective date of contract.
7	7	Overall Program Administration	Prepared Bi-weekly, Quarterly and Yearly status reports.
8	8	Vendor Management	Monthly Report.
9	9	Marketing to Vendor Community	Monthly Report.
10	10	Work Order Solicitation (WOS) Management	Daily, ongoing.
11	11	Emergency WOS Management	As needed.
12	12	Work Order Administration	Daily, ongoing.

STATEMENT OF WORK

ATTACHMENTS

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ATTACHMENT 1

CLASSIFICATION DESCRIPTIONS AND MINIMUM REQUIREMENTS FOR AS-NEEDED HOURLY-BASED IT SUPPORT SERVICES FROM QUALIFIED VENDORS

Senior Project Manager

Senior PM has full responsibility to manage and oversee all aspects of the most complex IT projects to deliver an IT product, service or system. This includes but is not limited to managing both external and internal IT project teams, and interacting with department heads, agency secretaries at the user agency, State control agencies, and individuals of similar status and capacity in the private sector.

The Senior PM determines appropriate products or services with clients or customers to define project scope, requirements and deliverables; develops, modifies or provides input to project plans; implements project plans to meet objectives; coordinates and integrates project activities; manages, leads or administers project resources; monitors project activities and resources to mitigate risk; implements or maintains quality assurance processes; makes improvements, solves problems or takes corrective action when problems arise; gives presentations or briefings on all aspects of the project; participates in phase, milestone and final project reviews; identifies project documentation requirements or procedures; and develops and implements project schedules and release plans.

The Senior PM; designs or conducts analytical studies, feasibility studies, cost-benefit analyses or other research; evaluates, monitors or ensures compliance with laws, regulations, policies, standards or procedures; identifies standards or requirements for change management; participates in change control (for example, reviewing change requests); implements information systems security plans and procedures; and ensures appropriate product-related training and documentation are developed and made available to customers.

The Senior PM will possess knowledge and experience in customer service; decision making; flexibility; interpersonal skills; leadership; organizational awareness; problem solving, reasoning; team building; oral communication, speaking and writing; business process reengineering; capital planning and investment assessment; contracting/procurement; cost-benefit analysis; financial management; planning and evaluating; project management; quality assurance; requirements analysis and risk management; configuration, data, and information management; information resources strategy and planning; information technology architecture; information technology performance assessment; infrastructure design; systems integration; systems life cycle; and technology awareness.

Experience

This classification requires a minimum of seven (7) years of broad, extensive and increasingly responsible experience applying PM principles, methods, techniques, and tools. At least four (4) years of that experience must have been as a senior PM of one or more large or complex IT project.

Education

This classification requires the possession of (a) a bachelor's degree, and (b) a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI), which will be verified during the RFO process.

Additional qualifying experience may be substituted for the required education on a year-for-year basis. The PMP certification is required and may not be substituted with additional experience.

Project Manager

The PM usually works under the direction of a Senior PM or user agency personnel and manages or oversees all aspects of one or more IT projects while interacting with mid-level officials of similar capacity at the user agency and private sector.

The PM determines appropriate products or services with clients or customers to define project scope, requirements and deliverables; develops, modifies or provides input to project plans; implements project plans to meet objectives; coordinates and integrates project activities; manages, leads or administers project resources; monitors project activities and resources to mitigate risk; implements or maintains quality assurance processes; makes improvements, solves problems or takes corrective action when problems arise; gives presentations or briefings on all aspects of the project; participates in phase, milestone and final project reviews; identifies project documentation requirements or procedures; and develops and implements project schedules and release plans.

The PM; designs or conducts analytical studies, feasibility studies, cost-benefit analyses or other research; evaluates, monitors or ensures compliance with laws, regulations, policies, standards or procedures; identifies standards or requirements change management; participates in change control (for example, reviewing change requests); implements information systems security plans and procedures; and ensures appropriate product-related training and documentation are developed and made available to customers.

The PM will possess knowledge and experience in customer service; decision making; flexibility; interpersonal skills; leadership; organizational awareness; problem solving, reasoning; team building; oral communication, speaking and writing; business process reengineering; capital planning and investment assessment; contracting/procurement; cost-benefit analysis; financial management; planning and evaluating; project management; quality assurance; requirements analysis and risk management; configuration, data, and information management; information resources strategy and planning; information technology architecture; information technology performance assessment; infrastructure design; systems integration; systems life cycle; and technology awareness.

Experience

This classification requires a minimum of five (5) years of broad, extensive and increasingly responsible PM project experience applying project management (PM) principles, methods, techniques, and tools. At least three (3) years of that experience must have been in a lead capacity.

Education

This classification requires the possession of (a) a bachelor's degree, and (b) a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI), which will be verified during the RFO process.

Additional qualifying experience may be substituted for the required education on a year-for-year basis. The PMP certification is required and may not be substituted with additional experience.

Senior Technical Lead

A Senior Technical Lead ensures IT architectural integrity and functions as the interface between systems developers and IT project managers. The Senior Technical Lead provides coordination, oversight and leadership for the analyses, planning, design, implementation, documentation, assessment, and management of IT architecture and infrastructure design framework to align IT approaches with an organization's mission, goals and business processes.

The Senior Technical Lead will develop reference models of the enterprise and maintain the information in the IT repository; determine the gaps between the current and the target architecture and develop plans for transitioning to target architecture; define the policies and principles to guide technology decisions for the enterprise architecture; identify opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies; promote and educate customers and stakeholders on the use and value of the enterprise architecture; provide enterprise architecture guidance, support and coordination to customers and IT project teams; document the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques; ensure technical integration is achieved across the enterprise by participating in test planning, validation and reviews; evaluate the impact of enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction and other outcomes; coordinate and conduct governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and ensure the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture.

The Senior Technical Lead will possess knowledge and experience in organizational mission, IT infrastructure, enterprise architecture principles and reference models, and program management principles sufficient to participate in the development of organizational enterprise architecture goals, objectives, plans and policies; organizational enterprise architecture models, policies and planning formulation process, strategic and IT goals and objectives, and IT program metrics and measurement techniques sufficient to ensure enterprise-level IT specifications align with the organizational business requirements, identify potential improvements to enterprise architecture to meet organizational goals, and establish and implement metrics for evaluating the accomplishments of enterprise architecture goals and objectives; methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to develop major components of the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan, architectural segments and reference models and standards; technical documentation methods; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of seven (7) years of experience aligning IT systems with organizational business processes. At least four (4) years of that experience must have been in a lead capacity.

Education

This classification requires the possession of a bachelor's degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Technical Lead

The description is the same as with the Senior TL, except this classification functions under general supervision of a Senior TL or Senior PM.

The Technical Lead will develop reference models of the enterprise and maintain the information in the IT repository; determine the gaps between the current and the target architecture and develop plans for transitioning to target architecture; define the policies and principles to guide technology decisions for the enterprise architecture; identify opportunities to improve enterpriselevel systems to support business processes and utilize emerging technologies; promote and educate customers and stakeholders on the use and value of the enterprise architecture; provide enterprise architecture guidance, support and coordination to customers and IT project teams; document the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques; ensure technical integration is achieved across the enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction and other outcomes; coordinate and conduct governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and ensure the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture.

The Technical Lead will possess knowledge and experience in organizational mission, IT infrastructure, enterprise architecture principles and reference models, and program management principles sufficient to participate in the development of organizational enterprise architecture goals, objectives, plans and policies; organizational enterprise architecture models, policies and planning formulation process, strategic and IT goals and objectives, and IT program metrics and measurement techniques sufficient to ensure enterprise-level IT specifications align with the organizational business requirements, identify potential improvements to enterprise architecture to meet organizational goals, and establish and implement metrics for evaluating the accomplishments of enterprise architecture goals and objectives; methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to develop major components of the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan, architectural segments and reference models and standards; technical documentation methods; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience aligning IT systems with organizational business processes. At least three (3) years of that experience must have been in a lead capacity.

Education

This classification requires the possession of a bachelor's degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Business Solutions Analyst

A Business Solutions Analyst performs business systems analysis and is responsible for work that involves applying analytical processes to the planning, design and implementation of new and improved business information systems and business processes to meet the business requirements of customer organizations.

The Business Solutions Analyst will perform needs analyses to define opportunities for new or improved business process solutions; conduct business process reengineering; conduct feasibility studies and trade-off analyses; perform as a liaison between internal and external customers; consult with customers to identify, refine and specify functional requirements, and translate functional requirements into technical specifications; develop overall functional and systems requirements and specifications; prepare business cases for the application of IT solutions; define systems scope and objectives; develop cost estimates for new modified systems; ensure the integration of all system components; e.g., policies, procedures, training material, databases, software and hardware; conduct performance and reliability testing of new solutions; plan and participate in systems implementation and provide post-implementation support; and ensure the rigorous application of information security/information assurance policies, principles and practices to the systems analysis process.

The Business Solutions Analyst will possess knowledge and experience in structured analysis principles and methods; systems analysis and analytical principles, concepts, techniques and methods, including cost-benefit analysis methods; basic IT architecture and technical documentation methods; systems design tools, methods and techniques, including automated systems analysis and design tools sufficient to develop requirements and specifications for systems that meet business requirements; systems design standards, policies and authorized approaches sufficient to assist in identifying and specifying business requirements for new or enhanced systems and develop basic system specifications; system design precedents or alternative approaches sufficient to advise on the merits of proposed systems development projects; business processes, workflows and operations of customer organizations sufficient to apply a structured systems analysis approach to the design and development of new or enhanced applications; business process engineering concepts and methods sufficient to lead/conduct studies designed to identify potential improvements in the way IT is applied to key business functions; life cycle management concepts; internet and new IT technologies; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must have been in business systems analysis and design.

Education

This classification requires the possession of a bachelor's degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Senior Programmer

A Senior Programmer is responsible for leading and/or working on the most complex IT applications design, documentation, development, modification, testing, installation, implementation and support of new or existing applications software. This classification may also plan, install, configure, test, implement and manage a systems environment in support of an organization's IT architecture and business needs. Common organizational or functional industry position titles for programmers include but are not limited to programmer analyst, applications developer, software engineer, software developer, software quality assurance specialist, systems programmer, systems software programmer, database administrators, computer systems analysts, systems engineer, software engineer.

The Senior Programmer, in development of applications software, is responsible for analyzing and refining systems requirements; translating systems requirements into applications prototypes; planning and designing systems architecture; writing, debugging and maintaining code; determining and designing applications architecture; determining output media/formats; designing user interfaces; working with customers to test applications; assuring software and systems quality and functionality; integrating hardware and software components; writing and maintaining program documentation; evaluating new applications software technologies; and/or ensuring the rigorous application of information security/information assurance policies, principles and practices to the delivery of application software services.

The Senior Programmer, in development of operating systems, is responsible for analyzing systems requirements in response to business requirements, risks and costs; evaluating, selecting, verifying and validating the systems software environment; evaluating, selecting and installing compilers, assemblers and utilities; integrating hardware and software components within the systems environment; monitoring and fine-tuning performance of the systems environment; evaluating new systems engineering technologies and their effect on the operating environment; and/or ensuring that information security/information assurance policies, principles and practices are an integral element of the operating environment.

The Senior Programmer will possess knowledge and experience in applications software development principles and methods sufficient to participate in the design, development, testing and implementation of new or modified applications software; operating systems installation and configuration procedures; organization's operational environment; software design principles, methods and approaches; principles, methods and procedures for designing, developing, optimizing and integrating new and/or reusable systems components; pertinent government regulations; infrastructure requirements, such as bandwidth and server sizing; database management principles and methodologies, including data structures, data modeling, data warehousing and transaction processing; functionality and operability of the current operating environment; systems engineering concepts and factors such as structured design, supportability, survivability, reliability, scalability and maintainability; optimization concepts and methods; establish and maintain cooperative working relationships with those contacted in the course of the work; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of seven (7) years of experience in electronic data processing systems study, design, and programming. At least four (4) years of that experience must have been in a lead capacity.

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<u>Education</u> This classification requires the possession of a bachelor's degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a yearfor-year basis.

Programmer

The description is the same as with the Senior Programmer, except this classification functions under general supervision.

The Programmer, in development of applications software, is responsible for analyzing and refining systems requirements; translating systems requirements into applications prototypes; planning and designing systems architecture; writing, debugging and maintaining code; determining and designing applications architecture; determining output media/formats; designing user interfaces; working with customers to test applications; assuring software and systems quality and functionality; integrating hardware and software components; writing and maintaining program documentation; evaluating new applications software technologies; and/or ensuring the rigorous application of information security/information assurance policies, principles and practices to the delivery of application software services.

The Programmer, in development of operating systems, is responsible for analyzing systems requirements in response to business requirements, risks and costs; evaluating, selecting, verifying and validating the systems software environment; evaluating, selecting and installing compilers, assemblers and utilities; integrating hardware and software components within the systems environment; monitoring and fine-tuning performance of the systems environment; evaluating new systems engineering technologies and their effect on the operating environment; and/or ensuring that information security/information assurance policies, principles and practices are an integral element of the operating environment.

The Programmer will possess knowledge and experience in applications software development principles and methods sufficient to participate in the design, development, testing and implementation of new or modified applications software; operating systems installation and configuration procedures; organization's operational environment; software design principles, methods and approaches; principles, methods and procedures for designing, developing, optimizing and integrating new and/or reusable systems components; pertinent government regulations; infrastructure requirements, such as bandwidth and server sizing; database management principles and methodologies, including data structures, data modeling, data warehousing and transaction processing; functionality and operability of the current operating environment; systems engineering concepts and factors such as structured design, supportability, survivability, reliability, scalability and maintainability; optimization concepts and methods; establish and maintain cooperative working relationships with those contacted in the course of the work; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience in electronic data processing systems study, design, and programming. At least three (3) years of that experience must have been in a lead capacity.

Education

This classification requires the possession of a bachelor's degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Technical Writer

A Technical Writer produces technical documentation that helps people understand and use a product or service. This documentation may include but not limited to online help, manuals (system, end-user, training, and instruction), white papers, design specifications, project plans, test plans, business correspondence, how-to-guides, etc. With the rise of e-learning, technical writers are also charged with creating online training for their audience of learners. Technical writers explain technologies, processes, and products in many formats, including print, online, and other electronic means.

The Technical Writer will work with internal teams to obtain an in-depth understanding of the product and the documentation requirements; analyze existing and potential documentation content; produce high-quality documentation that meets applicable standards and is appropriate for its intended audience; research, develop, write, edit and proofread complex technical documentation and supporting material for software, hardware, technical procedures, and other documents; create, maintain and update manuals, procedures, specifications and other documents; create, assimilate, convey, maintain and update technical documents and policies and procedures in a concise and effective manner for a variety of audiences; review, revise, modify and edit documents prepared by others; provide writing, editing and design support to team members; create and maintain the information architecture; write easy-to-understand user interface text, online help and developer guides; create manuals and tutorials to help end-users use a variety of applications; and create, compile and deliver software development documentation packages.

The Technical Writer will possess knowledge and experience in message delivery and development; communications; attention to detail; collaboration; data gathering and analysis; planning and prioritization; leveraging technology; excellent clear and concise writing and grammar skills, work independently, deliver accurate documentation under deadline pressure; strong working knowledge of Microsoft Office; requirements analysis; Information Management skills; interview and listening skills; proven working experience in technical writing of software documentation; ability to quickly grasp complex technical concepts and make them easily understandable in text and visuals; reviews and studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail; familiarity of a variety of software programs for the purpose of writing text, creating charts and graphs, and incorporating diagrams and photos in documents; basic familiarity with the SDLC and software development; systems and business analysis and analytical principles, computer scripting, illustration/graphic design, information architecture and design, technical translation, training, e-learning, user interfaces, website design/management, hyper-text markup language (HTML), concepts, techniques and methods, including cost- benefit analysis methods; and knowledge of information technology, e.g. hardware and software.

Experience

This classification must have a minimum of two (2) years of experience performing IT technical writing. Experience can include being in a position as a specialist or research assistant in a technical field.

Education

This classification requires the possession of a bachelor's degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

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Information Security Specialist

An Information Security Specialist interprets information security policies, standards and other requirements as they relate to internal information system and coordinates the implementation of these and other information security requirements. The Information Security Specialist redesigns and reengineers internal information handling processes so that information is appropriately protected from a wide variety of problems including unauthorized disclosure, unauthorized use, inappropriate modification, premature deletion, and unavailability.

The Information Security Specialist will provide highly specialized experience in one or more information, computer, or network security disciplines (e.g. penetration testing, accreditation, or risk assessment and mitigation); develop system security plans, certification and accreditation reviews; analyze and establish processes for comprehensive systems and data protection; assess and mitigate system security threats and risks; perform security audits, evaluation, risk assessments and make a strategic recommendations; and manages, supports, installs and maintains security tools and systems, and tracks security patches and incidents.

The Information Security Specialist will possess knowledge and experience in standard methodologies used in certification and accreditation processes; extensive experience following NIST guidelines in risk assessment and management; conducting vulnerability analysis; developing mitigation plans; and performing penetration testing, password protection testing and application security testing.

Experience

This classification must have a minimum of five (5) years of experience applying security policies, standards, testing, modification and implementation. At least three (3) years of that experience must be in information security analysis.

Education

Senior Enterprise Architect

A Senior Enterprise Architect applies their management skills and specialized functional and technical expertise to support complex projects in applying organizing principles and methods of enterprise architecture. Methods of enterprise architecture include IT business systems development and technical solutions that align with the business process. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

The Senior Enterprise Architect will provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development and management; business process design and re-engineering; investment decision making and support for solution architecture development/management; and support the attainment of business strategy and its alignment with processes and information technology strategy.

The Senior Enterprise Architect will possess knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration.

Experience

This classification must have a minimum of seven (7) years of applying Enterprise Architecture principles. At least five (5) years of that experience must be in a lead capacity.

Education

Enterprise Architect

An Enterprise Architect applies functional and technical expertise to support complex projects in applying organizing principles and methods of enterprise architecture. Methods of enterprise architecture include IT business systems development and technical solutions that align with the business process. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

Enterprise Architects provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development, business process design and re-engineering, investment decision making and support for solution architecture development. They support the attainment of business strategy and its alignment with processes and information technology strategy.

An Enterprise Architect possesses knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration.

Experience

This classification must have a minimum of five (5) years of applying Enterprise Architecture principles. At least three (e) years of that experience must be in a lead capacity.

Education

Product Manager

A Product Manager manages the delivery, ongoing success, and continuous improvement of one or more digital products and/or platforms.

The Product Manager will lead one or more multi-disciplinary delivery teams to deliver excellent new products and/or iterations to existing products to meet user needs; gather user requirements based on a communicable understanding of diverse audience groups; define and get stakeholder buy-in for product definition and delivery approach; create effective, prioritized product descriptions, and delivery plans to meet user needs in a cost-effective way; interpret user research in order to make the correct product decisions; continually keep abreast of changes to user habits, preferences, and behaviors across various digital platforms and their implications for successful delivery of government digital services; underpin the delivery and iteration of digital services through effective analysis of qualitative and quantitative user data; and communicate credibly with a wide range of digital delivery disciplines and talent.

The Product Manager will possess knowledge and experience in development and delivery of digital products such as websites and software applications; collaboration with company leaders to develop a product vision and then work closely with engineers and designers to bring the product to market; both business acumen and the technical know-how to communicate with engineers.

Experience

This classification must have a minimum of nine (9) years of experience in developing products; conducting market research; generating product requirements; determining specifications, production timetables, pricing, and time-integrated plans for product introduction; and developing marketing strategies. At least three (3) years of that experience must have been in a lead capacity.

Education

Technical Architect

A Technical Architect will serve as the manager of complex technology implementations, with an eye toward constant reengineering and refactoring to ensure the simplest and most elegant system possible to accomplish the desired need; understand how to maximize leverage of the open source community to deploy systems on Infrastructure as a Service (IaaS) providers; be comfortable sharing knowledge across a multi-disciplinary team and working within various methodologies; and be a full partner in the determination of vision, objectives, and success criteria.

The Technical Architect will architect the overall system by using prototyping and proof of concepts, which may include: modern programming languages (e.g., Ruby, Python, Node.js) and web frameworks (e.g., Django, Rails), modern front-end web programming techniques (e.g., HTML5, CSS3, RESTful APIs) and frameworks (e.g., Twitter Bootstrap, jQuery), relational databases (e.g., PostgreSQL), and "NoSQL" databases (e.g., Cassandra, MongoDB), automated configuration management (e.g., Chef, Puppet, Ansible, Salt), continuous integration/deployment, and continuous monitoring solutions; use version control systems (e.g., Git and GitHub); ensure strategic alignment of technical design and architecture to meet business growth and direction, and stay on top of emerging technologies; decompose business and system architecture to support clean-interface multi-team development; develop product roadmaps, backlogs, and measurable success criteria, and write user stories (i.e., can establish a path to delivery for breaking down stories) and clearly communicate and work with stakeholders at every level.

The Technical Architect will possess knowledge and experience in analyses and development of conceptual designs and detail designs; developing JBOSS Messaging and connectivity with Spring-JMS connectivity; designing DB schema as per the requirements and in sync with the old system; implementing the daily and weekly jobs that interact with external interfaces; coordinating with business stakeholders to understand their requirements; communicate with cross-divisional personnel at both team and executive levels to understand performance measurement methodologies; and direct team members in compiling business requirements and executing project milestones.

Experience

This classification must have a minimum of eight (8) years of experience in systems development, analysis, programming or testing.

Education

Interaction Designer/ User Researcher / Usability Tester

The Interaction Designer / User Researcher / Usability Tester is part of a highly collaborative, multi-disciplinary team focused on improving usability, user experience, and driving user adoption and engagement; and responsible for conducting user research, analysis & synthesis, persona development, interaction design, and usability testing.

The Interaction Designer / User Researcher / Usability Tester will conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing; design and specify user interfaces and information architecture; lead participatory and iterative design activities, including observational studies, and other forms of requirements discovery; produce user requirements specifications & experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications; effectively communicate research findings, conceptual ideas, detailed design, and design rationale and goals both verbally and visually; plan and facilitate collaborative critiques and analysis & synthesis working sessions; work closely with visual designers and development teams to ensure that customer goals are met and design specifications are delivered upon; design and develop primarily internet/web pages and applications; develop proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing; research user needs as well as potential system enhancements; code, test, debug documents, and implement web applications using a variety of platforms; plan, recruit, and facilitate the usability testing of a system; analyze and synthesize the results of usability testing in order to provide recommendations for change to a system; and create such artifacts as Usability Testing Plan, Testing Scripts, and Usability Testing Report.

The Interaction Designer / User Researcher / Usability Tester will possess knowledge and experience in a mix of text, images, data, sound, animation and other effects to create interactive communication products as part of a product development team, use multimedia software, create design concepts, monitor design performance and ensure compliance with guidelines; and displaying imagination, creativity, computer technology expertise, teamwork, communication, and self-motivation.

Experience

This classification must have a minimum of five (5) years of experience in conducting user research, analysis & synthesis, persona development, interaction design, and usability testing.

Education

Writer/ Content Designer/ Content Strategist

The Writer / Content Designer / Content Strategist develop the strategy and execution of content across digital channels.

The Writer / Content Designer / Content Strategist will improve content creation efforts by leading the research & development of interactive and experiential storytelling for projects; advise how to improve the ongoing iteration of content models; collaborate with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured; develop and maintain appropriate voice for produced content; advise how to streamline content production and management solutions and processes based on user research; assign, edit, and produce content for products, services, and various projects; plan and facilitate content strategy workshops and brainstorming sessions on developing content and content services (including API development); collaborate closely with developers and designers to create, test, and deploy effective content marketing experiences using various methods of software development; offer educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects; and collaborate with content managers, writers, information architects, interaction designers, developers, and content creators of all types.

The Writer / Content Designer / Content Strategist will possess knowledge and experience in representing key members of creative teams and developing content strategies for various clients and projects; selecting an appropriate content management system; organizing website content; collaborating with the information architect in creating content, enforcing content guidelines and developing editorial calendars; displaying editorial skills and excellent writing abilities; leadership; information technology tools; project management skills; and time management.

Experience

This classification must have a minimum of four (4) years of experience in developing the strategy and execution of content across digital channels.

Education

Visual Designer

A Visual Designer develops a deep understanding of the goals of customers and their business needs; will be well-versed in all aspects of current visual design standards and trends and will be responsible for managing project design reviews, resource planning, and execution for all project work related to visual design; and oversees all visual design efforts.

The Visual Designer will guide, mentor, and coach team members while leading projects to successful completion; develop and maintain relationships with key peers in Marketing, Branding, UX leaders, IT leaders, and others to identify and plan creative solutions; manage external service resources and budgets for visual design; ensure successful completion of all work executed by the team (on time, on budget, and ensuring quality); ensure compliance with the project management methodologies and the Project Management Office processes and standards; develop, maintain, and ensure compliance of application release management, outage management and change control processes and standards; Defines, creates, communicates, and manages resource plans and other required project documentation such as style guides and provides updates as necessary.

The Visual Designer will possess knowledge and experience in developing requirements with clients; designing products using design software; good interdisciplinary collaboration and communication skills; work with team members to solve problems through analysis of existing systems and processes; work on full lifecycle projects from requirements gathering through design, implementation and rollout; flexibility to be creative and have an impact on designs within the general boundaries of clients expectations; work on highly interactive custom web and mobile front-ends as well as full desktop applications; ability to visualize and create high level aesthetic product designs; industrial design tools, sketching tools, Photoshop, Illustrator, rendering software (Keyshot), and 3D modeling software and exceptional follow through and organizational skills.

Experience

This classification must have a minimum of four (4) years of experience in project and product design, visual design standards, and visual design software and trends.

Education

This classification requires the possession of a bachelor's degree in Graphic Design, Graphic Arts, or related field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Front End Web Developer

A Front End Web Developer uses modern, front end web development tools, techniques, and methods for the creation and deployment of user-facing interfaces and is comfortable working in an environment to routinely deploy changes.

The Front End Web Developer will perform front end web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap); perform JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3); develop and consumes web-based RESTful APIs; work in team environments that use various methodologies (e.g., Scrum, Lean); use version control systems (e.g., Git and GitHub); ensure Section 508 Compliance; research and learn new programming tools and techniques; work with open source solutions and community; create web layouts from static images; and create views and templates in full-stack frameworks like Rails, Express, or Django.

Front End Web Developers will possess knowledge and experience in working on new and existing micro-sites, landing pages, and templates and provide guidance and troubleshooting support to clients; show skills such as presenting completed HTML and CSS mobile and desktop mockups to clients, fixing front end related bug issues on existing client website and HTML prototypes, and updating and creating print media and internal graphics for the marketing department; and expertise in several programming languages, such as HTML5, W3C, and CSS3.

<u>Experience</u>

This classification must have a minimum of four (4) years of experience in front end web development tools, techniques and methods for user-facing interfaces.

Education

Back End Web Developer

A Back End Web Developer uses modern, open source software to prototype and deploy back end web applications, including all aspects of server-side processing, data storage, and integration with front end development.

The Back End Web Developer will perform web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails); develop and consume web-based, RESTful APIs; work in team environments that use various methodologies (e.g., Scrum, Lean); author developer-friendly documentation (e.g., API documentation, deployment operations); test-driven development techniques; use version control systems (e.g., Git and GitHub); research and learn new programming tools and techniques; develop relational and non-relational database systems; develop scalable search technology (e.g. ElasticSearch, Solr) to handle large data sets and scaling their handling and storage; work with open source solutions and community; and communicate technical concepts to a non-technical audience.

Back End Web Developers will possess knowledge and experience in ability to translate technical work into user-friendly visuals; working on the back-end coding while staying plugged into emerging technologies and trends to ensure that the website is current and well maintained at all times; have a solid understanding of how web applications work including security, session management, and best development practices; programming skills HTML/CSS, security knowledge, and session management; and knowledge in one of the following programming languages: PHP, ASP.NET, JavaScript, or Ruby on Rails.

Experience

This classification must have a minimum of four (4) years of experience in back end web applications, open-source web programming languages and frameworks, emerging technologies and trends, and best development practices.

Education

DevOps Engineer

A DevOps Engineer serves as the engineer of complex technology implementations in a productcentric environment; is comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision; and works to arm developers with the best tools and ensuring system uptime and performance.

The DevOps Engineer will deploy and configure services using infrastructure as a service (IaaS) providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack); configure and manage Linux-based servers to serve a dynamic website; debug cluster-based computing architectures; use scripting or basic programming skills to solve problems; install and manage open source monitoring tools; use configuration management tools (e.g., Puppet, Chef, Ansible, Salt); Develop architecture for continuous integration and deployment, and continuous monitoring; and use containerization technologies (e.g., LXC, Docker, Rocket).

DevOps Engineers will possess knowledge and experience in deployment and network operations, or systems administration including scripting, coding and development that focuses on improving the planning, testing and deployment; skill in configuring Linux Slackware web servers; creating custom HTML, CSS, JavaScript, Java, and C code; developing applications for Android systems; and familiarity with coding and automation tools.

Experience

This classification must have a minimum of seven (7) years of experience in complex technology implementations in a product-centric environment.

Education

Security Engineer

A Security Engineer serves as the security engineer of complex technology implementations in a product-centric environment; is comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision; works to ensure developers create the most secure systems while enhancing the privacy of all system users; and has experience with white-hat hacking and fundamental computer science concepts.

The Security Engineer will perform security audits, risk analysis, application-level vulnerability testing, and security code reviews; develop and implement technical solutions to help mitigate security vulnerabilities; and conduct research to identify new attack vectors.

Security Engineers will possess knowledge and experience in safeguarding sensitive data from cyber-attacks.

Experience

This classification must have a minimum of ten (10) years of experience with developing and implementing technical solutions to help mitigate security vulnerabilities.

Education

Delivery Manager

A Delivery Manager establishes teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work the team does rather than impose how it's done; manages one or more projects, typically to deliver a specific product or transformation via a multi-disciplinary, high-skilled digital team; is adept at delivering complex digital projects, breaking down barriers to the team, and both planning at a higher level and getting into the detail to ensure deliverables happen when needed; and defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.

The Delivery Manager will deliver projects and products using the appropriate project management methodology, learning & iterating frequently; work with the Product Manager to define the roadmap for any given product and translate this into user stories; lead the collaborative, dynamic planning process prioritizing the work that needs to be done against the capacity and capability of the team; matrix-manage a multi-disciplinary team; ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production); and actively and openly share knowledge of best practices.

The Delivery Manager will possess knowledge and experience in Analyzing critical situations with the customer and utilizing data to troubleshoot production environments and solve issues.

Experience

This classification must have a minimum of eight (8) years of experience utilizing various project management methodologies, planning processes and matrix-managing a multi-disciplinary team.

Education

Agile Coach

An Agile Coach transforms initiatives to deliver lasting change within agencies that focus on delivering value for citizens. Coaches may be required to work either: at the team level, working with teams to ensure that delivery teams within agencies are adopting agile methodology and performing effectively; at the portfolio or program level, to help agencies to establish the right processes for managing a portfolio of work in an agile way; at the organization level, to drive strategic change across the organization and ensure that adoption of agile techniques is embedded from the most senior levels of the organization; or across all levels to ensure that organizations adopt a pragmatic approach to the way in which they govern delivery and continuous improvement of digital services.

The Agile Coach will embed an agile culture using techniques from a wide range or agile and lean methodologies and frameworks, but be methodology agnostic; help to create an open and trustbased environment, which enables a focus on delivery and facilitates continuous improvement; assess the culture of a team or organization and delivery processes in place to identify improvements and facilitate these improvements with the right type of support; showcase relevant tools and techniques such as coaching, advising, workshops, and mentoring; engage with stakeholders at all levels of the organization; develop clear lines of escalation, in agreement with senior managers; ensure any stakeholder can easily find out an accurate and current project or program status, without disruption to delivery; work effectively with other suppliers and agencies; apply best tools and techniques to: team roles, behaviors, structure and culture, agile ceremonies and practices, knowledge transfer and sharing, program management, cross-team coordination, and overall governance of digital service delivery; ensure key metrics and requirements that support the team and delivery are well defined and maintained; equip staff with the ability to coach others; and executive coaching on the fundamental considerations of digital service delivery design.

The Agile Coach will possess knowledge and experience in focusing primarily on training the teams to write good user stories; prioritization of the work based on business value and handling of the tasks by the team; and placing substantial efforts on team member role training, time-boxing and providing strong metrics for all players.

Experience

This classification must have a minimum of six (6) years of experience in creating and implementing an agile culture utilizing agile methodologies and frameworks.

Education

Business Analyst

A Business Analyst is familiar with a range of digital/web services and solutions, ideally where open source and cloud technologies and various development methodologies have been applied; has an eye for detail, excellent communication skills, and ability to rationalize complex information to make it understandable for others to work; and ability to interrogate reported information and challenge sources where inconsistencies are found.

The Business Analyst will support agencies by analyzing propositions and assessing decisionmaking factors such as strategic alignment, cost/benefit, and risk; work closely with the Product Manager to define a product approach to meet the specified user need; define skill requirements and map internal, agency, and external (partners/specialist contractors) resources; work with the owning agency to ensure they have the budget to cover the proposed approach and resource requirements during delivery and analyze what provision they have for ongoing running costs; analyze and map the risks of this product approach and propose mitigation solutions; define how the predicted user and financial benefit can be realized, and how channel shift will be measured; and make a recommendation for action against the analysis done.

The Business Analyst will possess knowledge and experience in ensuring enhanced processes and services are technically, operationally, and legally supported by analyzing and compiling business requirements and solidifying successful implementation; strengthening risk mitigation techniques and improved process efficiencies while meeting stringent regulatory requirements; developing, coordinating, and implementing methodology and scope for multiple complex projects; strong analytical and research techniques to identify gaps and inconsistencies within current measurement tools, allowing development of improved and cost-effective business models; and performing requirements analysis, documentation and quality assurance for each deliverable.

Experience

This classification must have a minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must have been in business systems analysis and design.

Education

Digital Performance Analyst

A Digital Performance Analyst specifies, collects, and presents key performance data and analysis for a given digital service; supports Product Managers by generating new and useful information and translating it into actions that will allow them to iteratively improve their service for users; possesses analytical and problem-solving skills necessary for quickly developing recommendations based on the quantitative and qualitative evidence gathered via web analytics, financial data, and user feedback; is confident in explaining technical concepts to senior officials with limited technological background; and is comfortable working with data, from gathering and analysis through to design and presentation.

A Digital Performance Analyst will support the Product Manager to make sure their service meets performance requirements; communicate service performance against key indicators to internal and external stakeholders; ensure high-quality analysis of agency transaction data; support the procurement of the necessary digital platforms to support automated and real-time collection and presentation of data; share examples of best practice in digital performance management across government; and identify delivery obstacles to improving transactional performance in agencies and working with teams to overcome those obstacles.

A Digital Performance Analyst will possess knowledge and experience in analyzing investment activities; evaluating investment projects and objectives; and performing detailed analyses of portfolios, and creating reports that summarize factors like peer rankings, portfolio positioning, attributes performance, and quantified risks.

Experience

This classification must have a minimum of four (4) years of experience identifying, collecting and presenting performance data and analysis to ensure and improve service performance.

Education

Informatics Data Analyst

An Informatics Data Analyst works independently to document external data acquisition policies and procedures as well as interface with other business units to define and document data needs and ad-hoc analysis requirements; identify business practice workflow and process issues and concerns; provide leadership and guidance to define system and process requirements that will optimize system performance and technology utilization by system users; and design information systems and technologies that ensure access and transparency.

The Informatics Data Analyst will develop, implement, organize, and maintain information and reports to document operational and financial performance; collaborate with the quality team, administrators, etc., to design the ad hoc and other relevant routine reports; monitor the quality programs and make efforts to improve them; compile data from multiple sources and import the data into the relevant database; select appropriate tools and methods to maintain the existing programs that ensures there is appropriate transfer of data and that all the reports are documented well to increase the efficiency; assist with analysis of external data definitions documentation and mapping process; perform a Quality Assurance function for the data integration processes and repository metrics; collaborate with other staff to document data needs and metric definitions; validate data load processes and the quality of the data loaded into data repositories; maintain, store, map and analyze data in compliance with policies and procedures; coordinate with LAN and IT Security teams in order to utilize PGP encryption software and File Transfer Protocols; and use software such as SAS, Access, and Excel to provide data mapping for integration using Business Objects, and SQL.

The Informatics Data Analyst will possess knowledge and experience in basic statistical concepts; identifying the trends, business opportunities, and relevant issues; commonly-used demographics and databases; definitions of fields and how data is entered and processed; data mining/intelligence; statistically-valid analysis and measurement methodologies; packaging data – infographics and other data display techniques, and report design options; data interpretation and validation; Ad Hoc analysis/performance evaluation principles; common demographic data bases; SQL coding and report services; data warehouse design; web-based application design; PC skills (e.g. Microsoft Office, Word, Excel, PowerPoint, SAS, Access and Excel); working independently as well as a leadership role in creating process documentation and interfacing with other team members to obtain this information; detailed-oriented; excellent interpresonal, oral and written communication skills; ability to handle multiple tasks; and problem solving and troubleshooting skills.

Experience

This classification must have a minimum of two (2) years of experience in processing, management, and retrieval of information.

Education

Electronics Communications Technician

An Electronics Communications Technician (ECT) maintains, repairs, tests, configures, and installs fixed, mobile, and portable radio communications and related equipment.

ECT's will possess knowledge of the protocols, procedures, techniques, and equipment used to maintain, repair, test, configure, and install fixed, mobile, and portable radio communications and related equipment.

Individual assignments may have specialized assignments within functional areas such as fixed and mobile two-way public safety radio; microwave transmission; command and control; and helicopter and light aircraft communications.

ECT's will frequently lift tools, supplies, and equipment weighing 10 - 25 pounds, and occasionally over 25 pounds. Equipment installation, repair and replacement duties require ECT's to regularly use 6-foot and taller ladders, and perform tasks that require bending, stooping, squatting, twisting, and reaching. Physical dexterity, color perception, and visual acuity are required for working with color-coded wires and cables.

Experience

This classification requires a minimum of four (4) years of experience in the installation, maintenance, and repair of FM radio communications transmitting and receiving equipment. At least one (1) year of that experience must have been at the journey level.

Education

This classification requires an associate degree in electronics or military training in electronics, a General Radiotelephone Operator License issued by the Federal Communications Commission (FCC) and a California Class C Driver's License. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Telecommunications Systems Engineer/Radio Engineering (TSE/RE)

A Telecommunications Systems Engineer/Radio Engineer (TSE/RE) analyzes, designs, plans, implements, operates and tests radio telecommunications systems. TSE/RE's will include working with Public Safety P25 Digital Trunked Radio Systems, public safety communications and support systems and other telecommunication systems. Such systems include monitoring systems, and associated circuits for the transmission, reception, and display of voice, data, telephone, public address, audio, video and intercommunications systems.

TSE/RE's independently design smaller scale telecommunications systems and/or to provide support for a large-scale system. Work assignments require understanding of telecommunications engineering principles, practices, and techniques as well as proficiency in applying established methods and procedures to the solution of engineering problems.

TSE/RE's design, plan, and develop telecommunications systems including equipment, components, circuits, such systems include monitoring systems, voice and data systems, two-way radios, and other fixed and mobile communications equipment.

TSE/RE's prepare plans to establish radio coverage and communication propagation contours for base station installations and determines such factors as frequency, power levels, system gains and losses, sensitivity parameters, and antenna heights.

TSE/RE's conduct engineering studies of sources of potential interference and compatibility requirements for proposed communication installations requiring collection and preliminary evaluation of engineering data, such as measurements of frequency, bandwidth, modulation technique, field strength, emission levels, and nature of distortion.

TSE/RE's design building communication systems, such as telephone, public address, audio, video, radio, and intercommunications.

TSE/RE's prepare specifications for equipment, circuits, and systems implementation to ensure adequacy of design features and compliance with general design and operational requirements.

TSE/RE's prepares installation plans and cost estimates for the configuration, interconnecting circuitry, and location of equipment, and inspects construction to ensure contractor's conformance with blueprints and specifications.

TSE/RE's provides monitoring and troubleshooting for telecommunication systems and related equipment. Performs Operating Systems upgrades for telecommunication systems. Contacts telecommunications carriers, FCC, public utility companies, public safety agencies, vendors, and other agencies to coordinate the implementation of assigned systems.

Experience

This classification requires a minimum of four (4) years of engineering experience in planning and designing radio, data/digital, LMR/P25 or related complex telecommunications systems. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Education

This classification requires a Bachelor of Science degree in Electrical or Electronics Engineering, Computer Engineering or Electronic Technology or related Physical Science (such as Math or Physics) from an accredited college and a California Class C Driver's License.

Senior IBM Maximo Enterprise Architect

A Senior IBM Maximo Enterprise Architect applies their management skills and specialized functional and technical expertise to support IBM Maximo complex projects in applying organizing principles and methods of enterprise architecture. Methods of IBM Maximo enterprise architecture include IT business systems development and technical solutions that align with the business process specifically for IBM Maximo applications. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

The Senior IBM Maximo Enterprise Architect will provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development and management; business process design and re-engineering; investment decision making and support for solution architecture development/management; and support the attainment of business strategy and its alignment with processes and information technology strategy.

The Senior IBM Maximo Enterprise Architect will possess knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration specifically for IBM Maximo applications.

Experience

This classification must have a minimum of seven (7) years of applying specifically for IBM Maximo applications Enterprise Architecture principles. At least five (5) years of that experience must be in a lead capacity.

Education

Senior Salesforce Enterprise Architect

A Senior Salesforce Enterprise Architect applies their management skills and specialized functional and technical expertise to support Salesforce complex projects in applying organizing principles and methods of enterprise architecture. Methods of Salesforce enterprise architecture include IT business systems development and technical solutions that align with the business process specifically for Salesforce applications. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

The Senior Salesforce Enterprise Architect will provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development and management; business process design and re-engineering; investment decision making and support for solution architecture development/management; and support the attainment of business strategy and its alignment with processes and information technology strategy.

The Senior Salesforce Enterprise Architect will possess knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration specifically for Salesforce applications.

Experience

This classification must have a minimum of seven (7) years of applying specifically for Salesforce applications Enterprise Architecture principles. At least five (5) years of that experience must be in a lead capacity.

Education

ATTACHMENT 2 MSP PERCENTAGE FEE WORKSHEET

Percentage Fee* charged by Managed Service Provider:	2.34%

*Percentage Fee charged, in addition to the Hourly Rate**, by Contractor to County as compensation for Work provided under this Contract. County will not pay any separate costs associated with this Contract. Proposer's Percentage Fee (%) must be the same for every Classification.

Please describe in detail how the fee was determined:

AGSG proposes an MSP fee of 2.34%. To determine the fee, AGSG examines the anticipated transaction volume of the account which has a direct impact on the number of program staff that will need to be assigned. The direct/indirect cost of the program staff and back-office resources that will be dedicated to the account (e.g., accounting, HR, legal, etc.) are compared to the historical spend of the account after giving effect to the anticipated cost savings that AGSG can deliver in order to determine the percentage of the spend to be charged as the fee.

**Hourly Rates: Fully burdened hourly rates for providing consulting services in accordance with a WOS SOW. The Qualified Vendor, in bidding the Hourly Rate, shall take into consideration the possible escalation of wages, material and other costs during the term of the WO, and Contractor will not pass any increases to the County. This rate is the complete and total charge, and the County will not be obligated for any additional charges including, but not limited to, overtime, clerical, travel expenses, mileage allowance or parking.

ATTACHMENT 2 RATE SHEET

INSTRUCTIONS:

industry standards for the region, in the yellow shade portions, include proposer's Percentage Fee (%). Proposer's Percentage Fee (%) must be the same for every Classification.

*Fully burdened hourly rates for providing consulting services in accordance with a WOS SOW. Make sure the hourly rate quoted is aligned with Classification Education and Experience found in Attachment 1 - Classifications.

	PERCENTAGE FEE:	2.3%
CLASSIFICATION	MAXIMUM HOURLY RATE	MAXIMUM HOURLY RATE WITH PERCENTAGE FEE
Senior Project Manager	\$118.23	\$121.00
Project Manager	\$102.60	\$105.00
Senior Technical Lead	\$90.87	\$93.00
Technical Lead	\$81.10	\$83.00
Business Solutions Analyst	\$74.26	\$76.00
Senior Programmer	\$78.17	\$80.00
Programmer	\$68.40	\$70.00
Technical Writer	\$55.70	\$57.00
Information Security Specialist	\$92.83	\$95.00
Senior Enterprise Architect	\$112.37	\$115.00
Enterprise Architect	\$97.71	\$100.00
Product Manager	\$84.03	\$86.00
Technical Architect	\$97.71	\$100.00
Interaction Designer/ User Researcher/ Usability Tester	\$63.51	\$65.00
Writer/ Content Designer/ Content Strategist	\$48.86	\$50.00
Visual Designer	\$48.86	\$50.00
Front End Web Devloper	\$63.51	\$65.00
Back End Developer	\$73.29	\$75.00
Dev Ops Engineer	\$87.94	\$90.00
Security Engineer	\$97.71	\$100.00
Delivery Manager	\$85.99	\$88.00
Agile Coach	\$83.06	\$85.00
Business Analyst	\$69.38	\$71.00
Digital Performance Analyst	\$58.63	\$60.00
Informatics Data Analyst	\$58.63	\$60.00
Electronics Communications Technician	\$39.17	\$40.09
Telecommunications System Engineer/Radio Engineering	\$55.64	\$56.94
Senior IBM Maximo Enterprise Architect	\$112.37	\$115.00
Senior Salesforce Enterprise Architect	\$112.37	\$115.00

TASK / DELIVERABLE ACCEPTANCE FORM

(Contractor Name and Address)	CONTRACT NUMBER:	TRANSMITTAL DATE:
FROM:	TO:	
Contractor Program Manager	IT Contracts Internal Services Depar	tment
Contractor hereby certifies to County that as of Form, it has satisfied all conditions in the Cor criteria applicable to such Tasks and Delive performed in connection with the achievemen and warrants that the Work performed in resp completed in accordance with the Stateme signature constitutes an acceptance of the Tas	ntract, including satisfact erables and County's a it of such Task. Contract ect of such Tasks and D nt of Work (SOW). Co	ion of the completion pproval of the Work or further represents eliverables has been ounty's approval and
TASK DESCRIPTION (including Task and subtask numbers as set forth in the SOW)	DELIVEF (including Deliverable number	
Comments:		
Attached hereto is a copy of all supporting docur Work (SOW), including any additional document		
County Acceptance:		

ATTACHMENT 4

CONTRACT DISCREPANCY REPORT

то:	
FROM:	
DATES:	
Prepared:	
Returned by Contractor:	
Action Completed:	
DISCREPANCY PROBLEMS:	
Signature of County Representative	Date
CONTRACTOR RESPONSE (Cause and Corrective Action):	
Signature of Contractor Representative	Date
COUNTY EVALUATION OF CONTRACTOR RESPONSE:	
Signature of Contractor Representative	Date
COUNTY ACTIONS:	
CONTRACTOR NOTIFIED OF ACTION:	
County Representative's Signature and Date	
Contractor Representative's Signature and Date	

ATTACHMENT 5

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Contract

SPEC	IFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED	
5.5	Invoicing	Contractor shall provide accurate monthly billing invoices.	Receipt of documents	\$100 per incorrect invoice submitted.	
7.0	Administration of Contract- Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation	\$50 per occurrence	
8.38	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub- paragraph 8.38 of the Contract	Inspection of files	\$500 per occurrence	
8.40	Qualified Vendors	Contractor shall obtain County's written approval prior to signing any Qualified Vendor Agreements.	Inspection and Observation	\$500 per occurrence; possible termination for default of contract	

ATTACHMENT 5

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Statement of Work

	PERFORMANCE FERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
5.1.5	Qualified Vendors	Contractor shall maintain complete records for all Qualified Vendors.	Inspection and Observation	\$100 per occurrence for failure to maintain records for each Qualified Vendor.
5.2	Training	Contractor shall provide training and training materials on how to access and use Services upon approval of VMS deployment and Final Acceptance.	Receipt of Training Materials; Inspection and Observation	\$100 per occurrence; possible termination for default of contract
5.4.5.3 A	Complaints	Contractor shall provide copies of responses to complaints within 5 days of emailing to complainant.	Inspection and Observation	\$100 per occurrence
5.4.5.3 B, C, D	Qualified Vendors	Contractor shall provide reports identified in the SOW.	Receipt of documents	\$100 per occurrence for failure to provide on a monthly basis.
5.9.4	Candidate Screening and Validation	Contractor shall review and screen all candidates prior to submittal to the County.	Inspection and Observation	\$100 per occurrence for failure of Contractor to review and screen Candidates prior to submittal to County.
7.0	Services	Contractor shall notify the County in advance of any changes to Services or procedures.	Inspection and Observation	\$500 per occurrence for the first time; \$1,000 subsequent occurrences.
8.1	Monthly Meeting	Contractor's representative to attend monthly meeting.	Attendance	\$50 per occurrence.

IT MANAGED SERVICE PROVIDER – ONGOING EVALUATION OF CONTRACTOR PERFORMANCE

PERFORMANCE METRICS

Performance Metric	MSP Goal	Performance Target	Description	Calculation	Frequency of Review
Service Request Confirmation Response time	2 business hours	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of Service Requests which received confirmation within 4 hours / total number of Service Requests.	monthly
Resume Submittal Response time	2 business days	92% or higher	Measures average response time from receipt of request to delivery of last candidate's resume prior to due date of bid.	Number of Service Requests which received first batch of resumes for review within 72 hours / total number of Service Requests.	monthly
Normal Fill Rate	N/A	92% or higher	Measures contractor's ability to satisfactorily fulfill Service Requests: Indicates how many Service Requests are open.	Total number of filled positions at month end / total number of Service Requests that have been in place over 2 weeks.	monthly
Normal Round 1 Fill Rate	N/A	80% or higher	Measures contractor's ability to satisfactorily fulfill Service Requests within first round of resumes submitted to requestor (normal Service Requests).	Total number of filled positions resulting from the first round of resumes / total number of Service Requests filled.	monthly
Urgent Flagged Submittal Response Time	2 business days	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume.	Number of URGENT Service Requests that received first batch of resumes for review within 24 hours / total number of URGENT Service Requests.	monthly
Urgent Fill Rate	N/A	92% or higher	Measures contractor's ability to fulfill Service Requests: Indicates how many Service Requests are open.	Total number of URGENT filled positions at month end / total number of Service Requests that have been in place over 2 weeks.	monthly
Urgent Round 1 Fill Rate	N/A	90% or higher	Measures contractor's ability to fulfill Service Requests within first round of resumes submitted to requestor (URGENT Service Requests).	Total number of URGENT filled positions resulting from the first round of resumes / total number of Service Requests filled.	monthly
Attrition Rate	N/A	8% or lower	Measures resource turnover due to unplanned situations that are not caused by the County, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of resources.	monthly

Performance Metric	MSP Goal	Performance Target	Description	Calculation	Frequency of Review
Performance Removal	N/A	5% or lower	Measures resource turnover due to inadequate resource performance.	Number of turnovers (due to inadequate performance) / total number of resources.	monthly
Usage of Network	N/A	90% or higher	Measure of how many resources from different QVNs are selected by the County.	Number of different QVN resources selected within period / total number of QVN selected within period.	monthly
PPE Usage	Commitment from Appendix 1	25% or higher	Measure of how many LSBE, SE and DVBE resources are being used by the County	Dollars paid to LSBE, SE and DVBE within period/Total dollars paid within period	monthly
CBE Usage	Commitment from Appendix 1	25% or higher	Measure of how many CBEs resources are being used by the County	Dollars paid to CBE within period/Total dollar's paid within period	monthly
Customer Service Survey Results	positive and nega		User Department requestor with the resource(s) pontractor's processes and resources in order to ide t of the scorecard.		

The Contractor for the MSP will be allowed a sixty (60) day grace period during the implementation phase of the Contract to ramp up services, without scoring on the Performance Metrics above. After the sixty (60) day grace period, tracking of each of the above Performance Metrics should begin, and the first report shall be due to the County contract manager one (1) month after the grace period ends. Once a final scorecard, which will include the above Performance Metrics, has been developed, the County Program Manager will calculate a score for the Contractor's overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the MSP and the County, the following actions will be taken.

- 1. A discussion will take place between the Contractor representatives and the County Program Manager. The Contractor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.
- 2. If a second monthly review occurs with minimal or no improvement in the problem areas, the Contractor will be placed on probation, and the Contractor will be given three (3) months to improve its overall service score.
- 3. If a third monthly review with below-threshold score occurs within the three (3) month probationary period, the Contractor will be required to give a three percent (3%) rebate/credit on the following month's invoice to the User Department (s) for which work has been rendered under this Contract.
- 4. If a fourth below-threshold score occurs within the next three (3) months following the probationary period, the Contractor will be required to provide a five percent (5%) rebate/credit on the following month's invoice to the User Department (s) for which work has been rendered under this Contract.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes 🗆	No 🗆
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes 🗆	No 🗆
3.	The Contractor has a system for determining if Its employment practices are discriminatory against protected groups.	Yes □	No 🗆
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.	Yes 🗆	No 🗆

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. ITS-I10515

COUNTY PROJECT DIRECTOR:

Name:	Lawrence Gann
Title:	Administrative Manager XV, Purchasing and Contracting Services
Address:	1100 N. Eastern Ave.
	Los Angeles, CA 90063
Email:	LGann@isd.lacounty.gov

COUNTY PROJECT MANAGER:

Name:	Christie Carr		
Title:	Division Manager, Contracting Division		
Address:	1100 N. Eastern Ave.		
	Los Angeles, CA 90063		
Telephone:	(323) 267-3101		
Email:	CCarr@isd.lacounty.gov		

COUNTY CONTRACT PROJECT MONITOR:

Name:	Octavio Sahagun		
Title:	Administrative Services Manager III, IT Contracts Section Manager		
Address: 9150 E. Imperial Hwy.			
	Downey, CA 90242		
Telephone:	(562) 940-2188		
Email:	OSahagun@isd.lacounty.gov		

COUNTY CONTRACT ANALYST:

Name:	Brandy Corona		
Title:	Administrative Services Manager II, IT Contracts Section		
Address:	9150 E. Imperial Hwy.		
	Downey, CA 90242		
Telephone:	(562) 658-1895		
Email:	BCorona@isd.lacounty.gov		
Address: Telephone:	9150 E. Imperial Hwy. Downey, CA 90242 (562) 658-1895		

CONTRACTOR'S ADMINISTRATION

CONTRACTOR NAM CONTRACT NO:	ITS-I10515			
CONTRACTINO:				
Name:				
Title:				
Address:				
Telephone:				
Email:				
CONTRACTOR'S AL	JTHORIZED OFFICIAL(S)			

Name:	
Title:	
Address:	
Telephone:	
Telephone: Email:	

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name:		
Title: Address:		
Address:		
Telephone: Email:		
Email:		

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1

(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:	ITS

ITS-I10515

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, 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 ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2

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 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 and Contractor.

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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

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

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

Signature:	Date:
Printed Name:	
Position:	

CONTRACTOR EMPOLYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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(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'S NAME:		
CONTRACT NO:	ITS-I10515	
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, Confidentiality, and Copyright Assignment 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 shall 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.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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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 shall 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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

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

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

Signature:	Date:
Printed Name:	
Position:	

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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- D. "Full time" means 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 chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW





In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



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Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law? California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org



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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

INTENTIONALLY OMITTED

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of healthrelated information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- "Electronic Media" has the same meaning as the term "electronic 1.9 media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. <u>PERMITTED AND REQUIRED USES AND DISCLOSURES OF</u> <u>PROTECTED HEALTH INFORMATION</u>

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. <u>PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH</u> INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. <u>REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY</u> INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

- 5.2.2 Business Associate shall make a <u>written report without</u> <u>unreasonable delay and in no event later than three (3)</u> <u>business days</u> from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,** <u>PRIVACY@ceo.lacounty.gov</u>, that includes, to the extent possible:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

- (h) The name and contact information for a person highly knowledge of the facts and circumstances of the nonpermitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. <u>AMENDMENT OF PROTECTED HEALTH INFORMATION</u>

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. <u>ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH</u> INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
 - (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and

- (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. <u>COMPLIANCE WITH APPLICABLE HIPAA RULES</u>

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. <u>MITIGATION OF HARMFUL EFFECTS</u>

12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a

toll-free telephone number, an e-mail address, Web site, or postal address.

- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. <u>TERM</u>

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DISPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> <u>TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
 - 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
 - 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any noncompliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. <u>MISCELLANEOUS PROVISIONS</u>

- 20.1 <u>Disclaimer.</u> Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 <u>HIPAA Requirements.</u> The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 <u>No Third Party Beneficiaries</u>. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 <u>Construction.</u> In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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 shall prevail unless stated otherwise.

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- 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.
- I. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. Risk: a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. Threat: any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. Workforce Member: employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials,

employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

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

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

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

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. Privacy Program. The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal

law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

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

14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.

e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

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

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

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

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

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) Privacy: The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

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

8. SUBCONTRACTORS AND THIRD PARTIES

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

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

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

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

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

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

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

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

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

items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

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

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

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

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

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

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by

the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

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

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

14. SECURITY AND PRIVACY INCIDENTS

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

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

County Chief Information Security Officer and Chief Privacy Officer email CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

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

Chief Privacy Officer:

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

Departmental Information Security Officer:

Joel Simangan Departmental Information Security Officer II 9150 E. Imperial Hwy. Downey, CA 90242 (562) 940-2373 JSimangan@isd.lacounty.gov

IT Contracts Manager:

Octavio Sahagun IT Contracts Section Manager 9150 E. Imperial Hwy. Downey, CA 90242 (562) 940-2188 <u>OSahagun@isd.lacounty.gov</u>

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.
 - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise

becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.

- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

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

15. NON-EXCLUSIVE EQUITABLE REMEDY

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

16. AUDIT AND INSPECTION

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

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

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

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

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

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability

insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$2,000,000** 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 shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

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

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

Notwithstanding the preceding sentences, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor

for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

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

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

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

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

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

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

During the Contract term, the Contractor shall not delete or disable a feature or functionality of the SaaS unless the Contractor provides sixty (60) Days advance notice and the County provides written consent to delete or disable the feature or

functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

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

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

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

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

consult with the County's Chief Information Security Officer (CISO) to ensure provided hardware is free, and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

EXHIBIT M

PROVISIONS AND EXHIBITS TO BE INCLUDED IN QUALIFIED VENDOR AGREEMENT (INCLUDING FORMS)

The following paragraphs identified with an (*) in the Sample Contract, must be flowed down to and form part of the Qualified Vendor Agreement with Qualified Vendors who wish to be part of the QVN:

- 4.0 TERM OF CONTRACT
- 5.2 WRITTEN APPROVAL FOR REIMBURSEMENT
- 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION-TERMINATION OF CONTRACT
- 5.5.7 LOCAL SMALL BUSINESS ENTERPRISES PROMPT PAYMENT PROGRAM
- 7.4 CONTRACTOR'S STAFF IDENTIFICATION
- 7.5 BACKGROUND AND SECURITY INVESTIGATIONS
- 7.6 CONFIDENTIALITY
- 8.4 BUDGET REDUCTIONS
- 8.6 COMPLIANCE WITH APPLICABLE LAW
- 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS
- 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM
- 8.9 CONFLICT OF INTEREST
- 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST
- 8.11 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS
- 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT
- 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW
- 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM
- 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS
- 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION
- 8.18 FACSIMILE REPRESENTATIONS
- 8.19 FAIR LABOR STANDARDS
- 8.20 FORCE MAJEURE
- 8.21 GOVERNING LAW, JURISDICTION, AND VENUE
- 8.22 INDEPENDENT CONTRACTOR STATUS
- 8.23 INDEMNIFICATION
- 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE
- 8.25 INSURANCE COVERAGE
- 8.26 LIQUIDATED DAMAGES
- 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION
- 8.29 NON EXCLUSIVITY

IT MSP CONTRACT (QUALIFIED VENDOR AGREEMENT)

- 8.30 NOTICE OF DELAYS
- 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT
- 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW
- 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION
- 8.36 PUBLIC RECORDS ACT
- 8.37 PUBLICITY
- 8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT
- 8.39 RECYCLED BOND PAPER
- 8.40 SUBCONTRACTING
- 8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM
- 8.42 TERMINATION FOR CONVENIENCE
- 8.43 TERMINATION FOR DEFAULT
- 8.44 TERMINATION FOR IMPROPER CONSIDERATION
- 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE
- 8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS
- 8.48 VALIDITY
- 8.49 WAIVER
- 8.50 WARRANTY AGAINST CONTINGENT FEES
- 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 8.53 TIME OFF FOR VOTING
- 8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
- 8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES
- 8.57 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY
- 8.58 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)
- 9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
- 9.3 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT
- 9.6 DATA DESTRUCTION
- 10.2.3 WORK PRODUCT AND BACKGROUND INTELLECTUAL PROPERTY
- 10.2.3.2 ONWNERSHIP OF BACKGROUND INTELLECTUAL PROPERTY & SYSTEM
- 10.2.8 NON-INFRINGEMENT
- 10.2.9 PENDING LITIGATION
- 10.2.10 ASSIGNMENT OF WARRANTIES

IT MSP CONTRACT (QUALIFIED VENDOR AGREEMENT)

- 10.2.11 OTHER WARRANTIES
- 10.3 INFORMATION SECURITY AND PRIVACY REQUIREMENTS
- 11.1 LIMITATION OF LIABILITY
- 11.2 SURVIVAL CLAUSE

The following exhibits, which are also attached, must form part of the MSP Program and be included in the Qualified Vendor Agreement with Qualified Vendors who wish to be part of the QVN:

<u>EXHIBITS</u>

- EXHIBIT 1 QUALIFIED VENDOR APPROVAL FORM
- EXHIBIT 2 QUALIFIED VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- EXHIBIT 2A QUALIFIED VENDOR'S COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION
- EXHIBIT 3 CERTIFICATION OF NO CONFLICT OF INTEREST BY QUALIFIED VENDOR
- EXHIBIT 4 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION BY QUALIFIED VENDOR
- EXHIBIT 5 REQUEST FOR PREFERENCE PROGRAM CONSIDERATION BY QUALIFIED VENDOR
- EXHIBIT 6 QUALIFIED VENDOR'S EEO CERTIFICATION
- EXHIBIT 7 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS BY QUALIFIED VENDOR
- EXHIBIT 8 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM BY QUALIFIED VENDOR AND APPLICATION FOR EXCEPTION
- EXHIBIT 9 CERTIFICATION OF COMPLIANCE BY QUALIFIED VENDOR WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- EXHIBIT 10 ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION BY QUALIFIED VENDOR
- EXHIBIT 11 QUALIFIED VENDOR COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION
- EXHIBIT 12 G1-IT QUALIFIED VENDOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (DRAFT) G2-IT QUALIFIED VENDOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT (DRAFT)

The following exhibits, which are also attached, must form part of the MSP Program and be included in the resulting Work Order with the Qualified Vendor:

EXHIBIT 13 J1 - INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT (DRAFT)

J2 – CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT (DRAFT)

QUALIFIED VENDOR APPROVAL FORM

INSTRUCTIONS FOR REQUESTING QUALIFIED VENDOR APPROVAL

GENERAL INFORMATION:

To obtain approval to use a Qualified Vendor for any Contract between the Contractor and the County of Los Angeles ("County"), the documentation listed below must be submitted for consideration.

Submission of a "Qualified Vendor Approval Request" form does not relieve Contractor of any obligations stated in the Contract with the County. Submission of a "Qualified Vendor Approval Request" form **DOES NOT GUARANTEE** approval. Approval is only granted when so indicated and signed by the County's Authorized Official in the "Qualified Vendor Approval Request" form.

INSTRUCTIONS:

1. Complete a separate "Qualified Vendor Approval Request" form for each QUALIFIED VENDOR.

- This form is to be completed by the Contractor who has signed the County contract.
- This form must be signed by Contractor's Authorized Official, identified in the Contractor's Administration exhibit of the Contract between the County and Contractor.
- 2. Required documents for Qualified Vendor package:
 - Completed and signed "Qualified Vendor Approval Request" form.
 - Signed Qualified Vendor Agreement between primary Contractor and Qualified Vendor.
 - All Qualified Vendor Agreement Exhibits (Qualified Vendor Agreement) completed, signed, and incorporated into the Qualified Vender Agreement.
 - Evidence of current insurance that meets contract requirements.
 - An original additional insured endorsement that meets contract requirements.
- 3. Submit the above required documents to Brandy Corona at MSP4ITC@isd.lacounty.gov

QUALIFIED VENDOR APPROVAL REQUEST

QUALIFIED VENDOR

Qualified Vendor Name		
Company's Authorized Official	Title	
Address	Phone Number	E-mail Contact

CONTRACTOR

Contractor Name			County Agreement Number
Contractor's Authorized Official	Title		SA Number (if applicable):
Address	Phone Number	E-mail	
Vendor Size/# of Employees:	LSBE/DVBE/SE:	1	CBE:
Contractor acknowledges that submission of this request does not relieve Contractor of with the County of Los Angeles. I understand that submission of this form DOES NOT of granted when so indicated and signed by the County's Authorized Official in this docu will abide by the terms and conditions as set forth in its Agreement with Los Angeles C		DOES NOT G	UARANTEE approval. Approval is only nent. I further ensure that my company
Signature Ti	Title		Date

COUNTY'S AUTHORIZED OFFICIAL ONLY					
Approved Denied		If denied, explanation:			
Signature:	Title:		Date:		

ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT BY QUALIFIED VENDOR

GENERAL INFORMATION:

The QUALIFIED VENDOR referenced below has entered into a contract with below-referenced Contractor to provide certain services to the County of Los Angeles ("County"). County requires the QUALIFIED VENDOR to sign this Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

QUALIFIED VENDOR understands and agrees that QUALIFIED VENDOR's staff are not employees of the County for any purpose whatsoever and that QUALIFIED VENDOR's staff do not have and will not acquire any rights or benefits of any kind from the County by virtue of any performance of work under the below-referenced agreement. QUALIFIED VENDOR understands and agrees that QUALIFIED VENDOR's staff will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County.

CONFIDENTIALITY AGREEMENT:

QUALIFIED VENDOR and QUALIFIED VENDOR's staff may be involved with work pertaining to services provided by the County and, if so, QUALIFIED VENDOR and QUALIFIED VENDOR's staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, QUALIFIED VENDOR and QUALIFIED VENDOR's Staff may also have access to proprietary information supplied by other vendors doing business with the County. 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. QUALIFIED VENDOR and QUALIFIED VENDOR's staff understand that if they are involved in County work, the County must ensure that QUALIFIED VENDOR and QUALIFIED VENDOR's staff, will protect the confidentiality of such data and information. Consequently, QUALIFIED VENDOR must sign this agreement as a condition of work to be provided by QUALIFIED VENDOR's staff for the County.

QUALIFIED VENDOR and QUALIFIED VENDOR's staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the below-referenced agreement between the Prime Contractor and the County. QUALIFIED VENDOR and QUALIFIED VENDOR's staff agree to forward all requests for the release of any data or information received to County's Project Director.

QUALIFIED VENDOR and QUALIFIED VENDOR'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, proprietary information and all other original materials produced, created, or provided to QUALIFIED VENDOR and QUALIFIED VENDOR's staff under the below-referenced contract. QUALIFIED VENDOR and QUALIFIED VENDOR'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. QUALIFIED VENDOR and QUALIFIED VENDOR's staff agree that if proprietary information supplied by other County vendors is provided during this employment, QUALIFIED VENDOR and QUALIFIED VENDOR'S staff shall keep such information confidential.

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

QUALIFIED VENDOR and QUALIFIED VENDOR's staff acknowledge that violation of this agreement may subject QUALIFIED VENDOR and QUALIFIED VENDOR's staff to civil and/or criminal action and that the County may seek all possible legal redress.

CONTRACTOR NAME CONTRACT NUMBER EMPLOYEE NAME (PRINT) POSITION SIGNATURE DATE

QUALIFIED VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, sign and date this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1.	Is your firm a corporation or limited lia	ability company (LLC)?	🗋 Yes 📋 No
	If yes, complete:		
	Legal Name (found in Articles of Inco	rporation)	
	State	Year Inc	
2.	If your firm is a limited partnership or	a sole proprietorship, state the name	e of the proprietor or managing partner:
3.	Is your firm doing business under one	e or more DBA's?	□ Yes □ No
	If yes, complete:		
	Name	County of Registration	Year became DBA
4.	Is your firm wholly/majority owned by If yes, complete: Name of parent firm:		□ Yes □ No
	State of incorporation or registration of	of parent firm:	
5.	Has your firm done business as other If yes, complete:	r names within last five (5) years	? 🗌 Yes 🗌 No
	Name	Yea	r of Name Change
	Nama		r of Name Change
6.	Is your firm involved in any pending a		associated company name?

Proposer acknowledges and certifies that firm meets and will comply with the Proposer's Minimum Qualifications as stated in Paragraph 3.0, of this Qualified Vendor Agreement, as listed below.

Check the appropriate boxes:

□ Yes □ No Proposer must have three (3) years of experience, within the last five (5) years providing hourlybased IT consulting resources.

☐ Yes ☐ No (Insert another requirement here).

IT MSP CONTRACT (QUALIFIED VENDOR AGREEMENT)

☐ Yes ☐ No Proposer does not have unresolved questioned cost, as identified by the Auditor-Controller, in an amount over \$100,000.00, that are confirmed to be disallowed costs by the County department, and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

<u>DECLARATION</u>: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

PROPOSER NAME:		COUNTY WEBVEN NUMBER:
ADDRESS:		
PHONE NUMBER:	E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:
PROPOSER OFFICIAL NAME AN	ID TITLE (PRINT):	
SIGNATURE		DATE

EXHIBIT 2A

QUALIFIED VENDOR COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION

Total Number of Employees in California	Using numerical digits, enter the total number of
	individuals employed by the firm in the state of
	California.
Total Number of Employees (including	Using numerical digits, enter the total number of
owners)	individuals employed by the firm regardless of
	location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of
	Owners/Partners/Associate Partners and percentage
	of how ownership of the firm is distributed into the
	•
	Race/Ethnic Composition categories listed in the
	table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE

If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

EXHIBIT 2A

QUALIFIED VENDOR COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION

TITLE		<u>RE</u>	FERENCE	
1. FIRM/ORGANIZATION INFORMATION	and consideratio	The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.		
Total Number of Employed	es in California:			
Total Number of Employees	(including owners):			
Race/Ethnic Composition of F		-up of Owners/Parti ategories:	ners/Associate Partner	s into the following
Race/Ethnic Composition	••	/Partners/ te Partners		ow ownership of the distributed
	Male	Female	Male	Female
Black/African American			%	%
Hispanic/Latino			%	%
Asian or Pacific Islander			%	%
American Indian			%	%
Filipino			%	%
White			%	%

TITLE			REF	ERENCE	
2. CERTIFICATION AS MINORITY, DISADVANTAGED, DISABLED VET LESBIAN, GAY, BISEXUAL, TRANSO AND QUESTIONING-OWNED (LGBT ENTERPRISE	ERAN, AND GENDER, QUEER,	If your firm is currently certified as a minority, wome disadvantaged, disabled veteran or lesbian, gay, bisexual, transgender, queer, and questioning-own business enterprise by a public agency, complete t following.		an, gay, oning-owned	
Agency Name	Minority	Women Disadvantaged Disabled Veteran LGB			

IT MSP CONTRACT (QUALIFIED VENDOR AGREEMENT)

CERTIFICATION OF NO CONFLICT OF INTEREST BY QUALIFIED VENDOR

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION BY QUALIFIED VENDOR

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:	Date:

REQUEST FOR PREFERENCE CONSIDERATION BY QUALIFIED VENDOR

For County Solicitations subject to the Federal Restriction

INSTRUCTIONS: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply. *

I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER(S) ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

Request for Local Small Business Enterprise (LSBE) Program Preference

Meets the revenues and employee size criteria of the federal Small Business Administration and maintains an
active registration as a small business in the System for Award Management (SAM) data base; and
Certified as a LSBE by the DCBA.

Request for Social Enterprise (SE) Program Preference

- A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; **and**
- $\hfill\square$ Certified as a SE business by the DCBA.

 \square

Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- □ Certified by the State of California, or
- Certified by U.S. Department of Veterans Affairs as a DVBE; or
- □ Certified as a DVBE with other certifying agencies under to DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- □ Certified as a DVBE by the DCBA.

*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

DCBA certification is attached.

Name of Firm		County Webven No.			
Print Name:		Title:	Title:		
Signature:		Date:			
Reviewer's Signature	Approved	Disapproved	Date		

QUALIFIED VENDOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YI	ES	NC)
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS BY QUALIFIED VENDOR

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <u>GAINGROW@DPSS.LACOUNTY.GOV</u> and <u>BSERVICES@WDACS.LACOUNTY.GOV</u>.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES _____NO ____N/A (Program not available)

Proposer's Organization:	
Signature:	
Print Name:	
Title:	Date:
Telephone No:	Fax No:

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM BY QUALIFIED VENDOR AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. <u>All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements</u>. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is given an exemption from the Program.

Company Name:			
Company Address:			
City:	State:	Zip Code:	
Telephone Number:			
Solicitation For	_ Services:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business <u>has</u> and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company <u>will have</u> and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF COMPLIANCE BY QUALIFIED VENDOR WITH THE COUNTY'SDEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For	_Services:	

The Proposer/Bidder/Contractor certifies that:

□ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

□ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION BY QUALIFIED VENDOR

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for	Servic	es

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

QUALIFIED VENDOR COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for		Services

PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with or provide services to the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

FORMS REQUIRED AT THE TIME OF QUALIFIED VENDOR AGREEMENT EXECUTION

- G1-IT QUALIFED VENDOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT
- G2-IT QUALIFIED VENDOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND

COPYRIGHT ASSIGNMENT AGREEMENT

G1-IT: QUALIFIED VENDOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

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, Confidentiality, and Copyright Assignment 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 abovereferenced 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

IT MSP CONTRACT (QUALIFIED VENDOR AGREEMENT)

provided to me during this employment, Contractor and Contractor's Staff shall 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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE:	DATE://
PRINTED NAME:	
POSITION:	

<u>G2-IT: QUALIFIED VENDOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT</u> <u>AGREEMENT</u>

(Note: This certification is to be executed and returned to County with Qualified Vendor's executed Agreement. 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, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the abovereferenced 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 shall 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, 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 shall 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.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit J1, attached hereto and incorporated herein by reference.

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

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

SIGNATURE:	DATE://	·
PRINTED NAME:		
POSITION:		

EXHIBIT 13

REQUIRED AS PART OF RESULTING WORK ORDER WITH QVN

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED-DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

- J1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- J2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- J3 INTENTIONALLY OMITTED

J1: INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, ______, an individual ("Grantor"), does hereby assign, grant.

convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

	-i	and Grantee have	entered into County of I	_os Angeles
Agreement Number	for		, dated	, as
amended by Amendment Nu	mber, da	ted	,	
(NOTE to Preparer: reference all ex	isting Amendmen	ts} as the same he	reafter may be amended	or otherwise
modified from time to time (th	ne "Agreement	").		
Grantor's Signature			Date	
Grantor's Printed Name:				
Grantor's Printed Position:				

J2: CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, а ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for	,
dated, as amended by Amendment Number	, dated,
{NOTE to Preparer: reference all existing Amendments} as the same otherwise modified from time to time (the "Agreement").	hereafter may be amended or
Grantor's Signature	Date
Grantor's Printed Name:	
Grantor's Printed Position:	

#	Work Order #	WO Title	Department
1	04-3588	Support for CCMS/Salesforce Developer	ISD
2	03-3605	IBM DB2/MQ Senior Systems Programmer	ISD
3	7E-3482	CICS Support Specialist	ISD
4	02-3601	Enterprise Network System/Security Analyst	ISD
5	02-3602	IT Security Services - Mainframe Operator	ISD
6	04-3603	IT Security Services - Server Analyst	ISD
7	04-3614	Enterprise Network System/Security Analyst #2	ISD
0	05-3427	TPIPICA Implementation Services	PROB
8	06-3428	TRIRIGA Implementation Services Server Virtualization	DHS
	06-3428		DHS
10 11	04-3459	Virtual Desktop Integration	
11	05-3465	Field Services Support #2	ISD ISD
		CAMS Project	
13	04-3480	IT Technical Writer	DPH
14	01-3484	AMP Interfaces Contractor 2	ASR
15	04-3487	eForms and BPM Development	ISD
16	03-3488	Network Systems Administrator	ASR
17	03-3489	AS/400-IBM iSeries Consultant	ASR
18	7E-3494	Open Shift Cluster/Container Administration and Automation	ISD
19	03-3498	AMP Back-End Developers	ASR
20	10-3504	Website Redesign & Development	ISD
21	7G-3516	Project Manager for Case Management System	PROB
22	06-3529	Infrastructure and Operations Specialist	DPH
23	04-3532	ECM Programming Support	ISD
24	02-3533	IBM-AIX/Red Hat Linus System Administrator	ISD
25	02-3545	AMP Front-End Developer	ASR
26	04-3550	UI/UX Designer	ISD
27	10-3552	CAMPS Replacement Project	ISD
28	06-3554	Wireless Consultant	ISD
29	10-3558	Documentum Application Programming Support for DHR	ISD
30	06-3561	Server Migration and Support Services	RRCC
31	06-3564	Enterprise Data Center Consultant	DHS
32	03-3591	IMS/Cobol Mainframe Maintenance Project	ISD
33	01-3595	eForms and BPM Development	ISD
34	04-3597	ECM Resource	DHR
35	06-3598	IT Security & Infrastructure Maintenance Project	APD
36	06-3599	Data Center Network Infrastructure Support	ISD
37	05-3600	ASP.NET Upgrade and Optimization Project	ASR

		Ballot Making Device Administration &	
38	06-3606	Management	RRCC
39	06-3608	Firewall Consultant	ISD
40	04-3610	Sr. Business Analyst for COVID-19 Response	DPH
		Quality Assurance Analysts for COVID-19	
41	04-3611	Response	DPH
		VSAP Election Security Administration,	
42	06-3612	Configuration and Management	RRCC
43	04-3622	Sr. Business Analyst for COVID-19 Response 2	DPH
44	02-3623	VSAP Tally Infrastructure	ISD
		AMR (ASR) Oracle IDM Security	
45	01-3624	Administrator	ISD
46	04-3629	Enterprise Mobile Application Developer	ISD
47	7F-3630	IT Asset Management Support	DPW
		Data Center Operational Support and	
48	03-3631	Systems Monitoring	ISD
		FAMIS Platform and Application Upgrade	
49	05-3632	Project	ISD
50	01-3633	ECM Documentum Infrastructure Support	ISD
51	7G-3636	LA County JVCSS System	ISAB
			2200
52	9A-3638	Tableau Business Intelligence (BI) Dashboard	DPSS
53	03-3639	Casaland Forecasting & Drogram Budgeting	DPSS
	05-5059	Caseload Forecasting & Program Budgeting	DP35
54	9B-3640	Talend Data Integration Project	DPSS
	50 50 40		
55	02-3642	z/os Network systems programmer	ISD
		,	-
56	9B-3637	QIP SAS Report Migration to ELM	DHS
57	01-3643	Z/OS Systems Programmer	ISD
F.0		Azure Cloud Infrastructure Network SCADA	
58	06-3644	Environment Project	DPW
59	04-3645	CCMS Project	ISD
60	01-3648	ADABAS/IMS Systems Programmer	ISD
61	TBD	Coolgen Systems Programmer	ISD
62	04-3646	FIS Integration Project	ISAB
63	7F-3647	Email Security Project	ISD
64	06-3650	Remost Access Support Project	ISD
65	TBD	CJIS Projects	ISD
66	9A-3649	Webfocus BI Reporting Project	ISD

ATTACHMENT 3

Solicitatio	n Detail			
Soliciation Number:	RFP-ITS-110508-C			
Title:	RFP - Information Technology Managed Services Provider			
Department:	Internal Services Department			
Bid Type:	Service	Bid Amount:	N/A	
Commodity:	CONSULTING SERVICES-EDUC	CATION & TRAINING		
Description:	The objective of this RFP is to (i) obtain the highest quality MSP services for the County at the best value and (ii) gain operational			
				Mo
	5/19/2021	Close Date:	6/28/2021 2:00:00 PM	
Open Day:	JITTEOLI			
Contact	Brandy Corona	Contact Phone:	0 -	
Contact Name: Contact		Contact Phone:	0 -	
Open Day: Contact Name: Contact Email: Last Changed On:	Brandy Corona	Contact Phone:	Ω-	

From:	Steven Robledo
To:	Brandy Corona; EDL-ePROC_FUNC
Cc:	Octavio Sahagun
Subject:	RE: Request for Multi-Commodity Email Blast - Help desk ticket #4620
Date:	Friday, May 21, 2021 8:35:52 AM
Attachments:	image003.png

Hello Brandy,

The request has been completed, the MCBE email blast has been sent out to approximately 9699 recipients.

Thank You,

Steven Robledo County of Los Angeles, ISD Purchasing & Contract Services eCAPS eProcurement Help Desk Email: <u>SRobledo@isd.lacounty.gov</u>

"Make failure your teacher, not your undertaker." –Zig Ziglar



From: Brandy Corona <BCorona@isd.lacounty.gov>
Sent: Thursday, May 20, 2021 12:16 PM
To: Steven Robledo <SRobledo@isd.lacounty.gov>; EDL-ePROC_FUNC <EDL-ePROC_FUNC@isd.lacounty.gov>
Cc: Octavio Sahagun <OSahagun@isd.lacounty.gov>
Subject: RE: Request for Multi-Commodity Email Blast - Help desk ticket #4620

Hi Steven, It would be: Information Technology Managed Services Provider RFP -ITS-110508-C

Brandy Corona IT Contracts Internal Service Department <u>BCorona@isd.lacounty.gov</u> Note due to COVID-19, I am working remotely.

 Internal services

 Department

 COUNTY OF LOS ANCELES

 Trusted Provider and Partner of Choice

From: Steven Robledo <<u>SRobledo@isd.lacounty.gov</u>>
Sent: Thursday, May 20, 2021 12:04 PM
To: Brandy Corona <<u>BCorona@isd.lacounty.gov</u>>; EDL-ePROC_FUNC <<u>EDL-ePROC_FUNC@isd.lacounty.gov</u>>
Cc: Octavio Sahagun <<u>OSahagun@isd.lacounty.gov</u>>
Subject: RE: Request for Multi-Commodity Email Blast - Help desk ticket #4620

Hi Brandy,

We just want to confirm that the solicitation title for this request is: RFP -ITS-I10508-C

Thank You,

Steven Robledo County of Los Angeles, ISD Purchasing & Contract Services eCAPS eProcurement Help Desk Email: <u>SRobledo @isd.lacountv.gov</u>

"Make failure your teacher, not your undertaker." –Zig Ziglar



From: Brandy Corona <BCorona@isd.lacounty.gov>
Sent: Thursday, May 20, 2021 10:46 AM
To: Steven Robledo <SRobledo@isd.lacounty.gov>; EDL-ePROC_FUNC <EDLePROC_FUNC@isd.lacounty.gov>
Cc: Octavio Sahagun <OSahagun@isd.lacounty.gov>
Subject: RE: Request for Multi-Commodity Email Blast - Help desk ticket #4620

Awesome! Thank you Steven.

Brandy Corona IT Contracts Internal Service Department <u>BCorona@isd.lacounty.gov</u> Note due to COVID-19, I am working remotely.

Internal Services DEPARTMENT COUNTY OF LOS ANCELES Trusted Provider and Partner of Choice

From: Steven Robledo <<u>SRobledo@isd.lacounty.gov</u>> Sent: Thursday, May 20, 2021 10:36 AM To: Brandy Corona <<u>BCorona@isd.lacounty.gov</u>>; EDL-ePROC_FUNC <<u>EDL-ePROC_FUNC@isd.lacounty.gov</u>>
Cc: Octavio Sahagun <<u>OSahagun@isd.lacounty.gov</u>>
Subject: RE: Request for Multi-Commodity Email Blast - Help desk ticket #4620

Hello Brandy,

Help desk ticket #4620 has been created for this request. We will inform you once it has been completed. This is the correct group email address to use for your future Multi-Commodity Email Blasts requests:

EDL-ePROC_FUNC@isd.lacounty.gov

Thank You,

Steven Robledo County of Los Angeles, ISD Purchasing & Contract Services eCAPS eProcurement Help Desk Email: <u>SRobledo@isd.lacounty.gov</u>

"Make failure your teacher, not your undertaker." –Zig Ziglar



From: Brandy Corona <<u>BCorona@isd.lacounty.gov</u>>
Sent: Thursday, May 20, 2021 10:22 AM
To: EDL-ePROC_FUNC <<u>EDL-ePROC_FUNC@isd.lacounty.gov</u>>; 'EDL-ePROC_TECH@isd.lacounty.gov'
<<u>EDL-ePROC_TECH@isd.lacounty.gov</u>>
Cc: Octavio Sahagun <<u>OSahagun@isd.lacounty.gov</u>>
Subject: Request for Multi-Commodity Email Blast

Good morning eCAPS Team,

(FYI, I received a notice that EDL-ePROC_TECH email is no longer a valid email address so I don't know if there is another group I should send this to.)

Please create a multi-commodity Email Blast for Information Technology Managed Services Provider RFP # 110508.

Description:

Contract Analyst with ISD Information Technology Contracts Section has requested to send an email blast for bid 110508 to vendors registered for the commodity codes listed below:

Commodity codes for email blast:

- 91806
- 91812
- 91820
- 91826
- 91827
- 91828
- 91829
- 91835
- 91842
- 91846
- 91849
- 91855
- 91858
- 91879
- 91883
- 91885
- 91888
- 91895
- 92584
- 92589
- 96130
- 96162

Please contact me if you require additional information. Please provide confirmation via email that email blast was completed.

Below is the language to include in the Multi-Commodity Email Blast for bid 110508:

Dear Prospective Contractors:

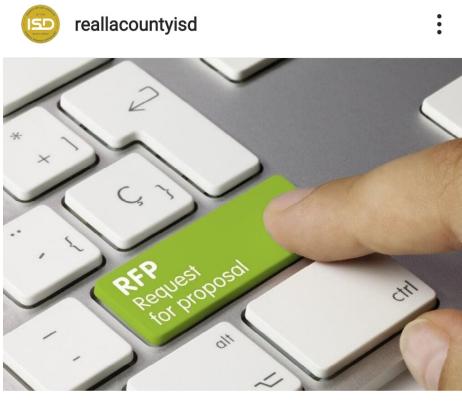
ISD issued a Request for Proposals (RFP) number 110508 for Information Technology Managed Services Provider. The RFP is available for download on the "Doing Business With Us" website: <u>https://doingbusiness.lacounty.gov/</u>.

For questions, send email to <u>MSP4ITC@isd.lacounty.gov</u>

Thank you for your assistance,

Brandy Corona IT Contracts Internal Service Department <u>BCorona@isd.lacounty.gov</u> Note due to COVID-19, I am working remotely.







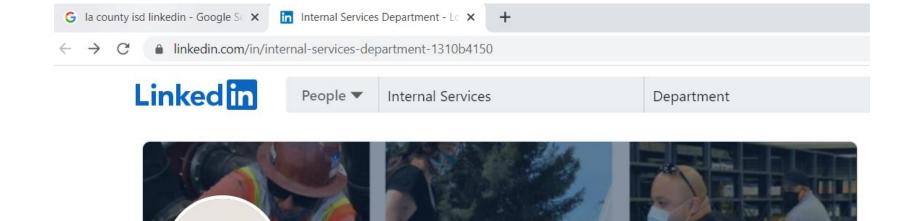
10:39

 \square

reallacountyisd DEVELOPMENT OPPORTUNITY: L.A. County Internal Services Department is soliciting Request for Proposals (RFP) from Managed Services Providers for as-needed, hourly-based information technology consulting services. The Mandatory Bidder's Teleconference is scheduled for June 8, 2021. To download the RFP documents visit: https://doingbusiness.lacounty.gov/ and Type in RFP -ITS-I10508-C (or 10508).

Note that you must also register as a vendor on "Doing Business With Us" website: https://camisvr.co.la.ca.us/webven/







Los Angeles, California, United States · 500+ connections

Join to Connect

Activity



Internal Services Department is soliciting Request for Proposals (RFP) from Managed Services Providers for as-needed, hourly-based information...

...

Shared by Internal Services Department



Internal Services Department invites you to come out and celebrate the success of LA County's Healthy Stores Refrigeration Program (HSRP) this...

Shared by Internal Services Department

	1,102 Iweets				
F	\checkmark	Lt	\lor	ப்	
	#LACountyISI Services Provi consulting se	County Internal Ser D is soliciting Reques iders for as-needed, rvices. Download RF s.lacounty.gov and T	t for Proposals (RFP) hourly-based inform P documents at) from Managed ation technology	•••
	Q	ĹŢ 2	♡ 2	Ţ	
	Los Angeles Confused abo	County Internal Services County @County out mask guidance? L wear a mask if you a	vofLA · May 17 ∟earn more about wl	nen and where you	••••

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PROPOSERS' ORGANIZATION AND CBE INFORMATION

This information was gathered for statistical purposes only. On final analysis and consideration of award, selection was made without regard to gender, race, creed or color.

FI	RM INFORMATION	Acro Service Corporation	Elevated Resources, Inc.	GuideSoft, Inc. dba Knowledge Services	OST, Inc
BUSINES	S STRUCTURE	Corporation	LLC	Corporation	Corporation
Cultu	Iral/Ethnic Composition	% of Ownership	% of Ownership	% of Ownership	% of Ownership
SS BI	ack/African American				
Ц Ні	ispanic/Latino				
RT A	sian or Pacific Islander	1	1		1
OWNERS/PARTNERS 회	merican Indian				
SHI FI	ilipino				
NN N	/hite		3	14	
Ó Fe	emale (included above)			5	
		Number	Number	Number	Number
BI	ack/African American	1	1	2	3
က Hi	ispanic/Latino	2	3	1	1
MANAGERS	sian or Pacific Islander	37	2		15
DY AI	merican Indian				
VEV Fi	ilipino				
2 W	/hite	20	6	23	19
Fe	emale (included above)	17	8	17	14
BI	ack/African American	16	4	5	90
Hi	ispanic/Latino	7	5	4	51
Ŀ. А	sian or Pacific Islander	208	1	5	65
STAFF	merican Indian	0			1
ິດ Fi	ilipino	0			
W	/hite	83	9	113	252
Fe	emale (included above)	143	15	89	143
TOTAL #	OF EMPLOYEES	374	31	153	497
			COUNTY CERTIFICATION		
	CBE	NO	NO	NO	NO
	LSBE	NO	NO	NO	NO

*Information provided by vendors in response to the RFP, and subsequent requests by ISD. On final analysis and consideration of award, vendors were selected without regard to race, creed or color.

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

⊠ Board Lette	r 🗆 E	Board Memo	□ Other
OPS CLUSTER AGENDA REVIEW DATE	12/15/2021		
BOARD MEETING	1/11/2022		
DELEGATED AUTHORITY BOARD LETTER	🗌 Yes 🛛 No		
SUPERVISORIAL DISTRICT AFFECTED	ALL SUPERVISORIAL DISTRI		
DEPARTMENT	TREASURER AND TAX COLL	ECTOR	
SUBJECT	2022A ONLINE AUCTION OF	TAX-DEFAULTED PROPERTY	
PROGRAM			
SOLE SOURCE	🗌 Yes 🛛 No		
CONTRACT	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	1/11/2022		
COST & FUNDING	Total cost: N/A	Funding source:	
	TERMS (if applicable): Explanation:		
PURPOSE OF REQUEST	Treasurer and Tax Collector (T	e and Taxation Code (R&TC) Section TC) seeks approval to conduct an on ing Saturday, April 23, 2022, and end	line auction of
BACKGROUND (include internal/external issues that may exist)	status by conveying the proper the online auction at <u>www.bid4</u> 3:00 p.m. Pacific Time, and end The TTC will include a list of pr also include a similar list on its	on is to return tax-defaulted property ty to another owner. Contract vendor assets.com/losangeles, beginning Sa ding Tuesday, April 26, 2022, at 12:0 operties on its website at <u>ttc.lacounty</u> website. The TTC will also mail a No g the deadline for redemption, which	r, Bid4Assets, will conduct turday, April 23, 2022, at 0 p.m. Pacific Time. <u>.gov</u> , and Bid4Assets will tice of Auction to the
	Name, Title, Phone # & Email:		
AND OTHER CONTACTS	Keith Knox, Treasurer and (213) 074 2101 kknox@tte		
	(213) 974-0703 <u>eginsberg(</u>	perg, Chief Deputy Treasurer and Tax <u>@ttc.lacounty.gov</u> It Treasurer and Tax Collector <u>ttc.lacounty.gov</u>	< Collector
	(213) 974-0070 <u>smarquez(</u>	ttc.lacounty.gov	



TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 437, Los Angeles, California 90012 Telephone: (213) 974-2101 Fax: (213) 626-1812 ttc.lacounty.gov and propertytax.lacounty.gov Board of Supervisors

HILDA L. SOLIS First District

HOLLY J. MITCHELL Second District

SHEILA KUEHL Third District

JANICE HAHN Fourth District

KATHRYN BARGER Fifth District

January 11, 2022

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

Dear Supervisors:

RECOMMENDATION TO ADOPT RESOLUTION APPROVING ONLINE AUCTION OF TAX-DEFAULTED PROPERTY SUBJECT TO THE TAX COLLECTOR'S POWER TO SELL (2022A) (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

SUBJECT

Pursuant to California Revenue and Taxation Code (R&TC) Sections 3694 and 3698, the Treasurer and Tax Collector (TTC) seeks approval to conduct an online auction of tax-defaulted property beginning Saturday, April 23, 2022, and ending Tuesday, April 26, 2022.

IT IS RECOMMENDED THAT THE BOARD:

Adopt the attached resolution approving the online auction of tax-defaulted property Subject to the Tax Collector's Power to Sell (2022A).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of an online auction is to return tax-defaulted property to a revenue generating status by conveying the property to another owner. Contract vendor, Bid4Assets, will conduct the online auction at <u>www.bid4assets.com/losangeles</u>, beginning Saturday, April 23, 2022, at 3:00 p.m. Pacific Time, and ending Tuesday, April 26, 2022, at 12:00 p.m. Pacific Time.

Historically, the TTC conducted annual, in-person auctions of both improved and vacant tax-defaulted properties at the Los Angeles County Fairgrounds, Pomona Fairplex.

The Honorable Board of Supervisors January 11, 2022 Page 2

These auctions attracted more than 1,000 attendees typically. The TTC also conducted follow-up auctions online to offer vacant land that had been previously offered at inperson auctions and not sold.

On March 19, 2020, Governor Gavin Newsom issued Executive Order N-33-20 restricting large gatherings due to COVID-19. Additionally, on March 27 and April 6, 2020, the State Controller's Office (SCO) sent letters to California's county tax collectors recommending that tax sales be canceled or postponed due to concern for displacement of residents during the pandemic. As a result of that guidance, the TTC has not conducted any tax-defaulted property auctions since 2019.

Staff from the TTC has been in contact with the SCO recently, and the SCO is now supportive of auctions as long as counties give special consideration to properties that are owner-occupied or those that may lead to increased displacement or homelessness. To this point, multiple California counties have already conducted auctions again, including the Counties of Ventura, Kern, San Bernardino, Riverside, San Diego, and Orange.

In 2022, we will be shifting all in-person property auctions to an online-only format. This change has multiple benefits, including a reduction in operating costs, elimination of inperson barriers to participation, and increased safety for constituents and staff through the removal of large in-person gatherings. Notably, the vast majority of California tax collectors had already eliminated in-person auctions pre-COVID.

Attached is a list of properties that are Subject to the Tax Collector's Power to Sell due to defaulted property taxes exceeding five years or more for residential or agricultural property, and three years or more for non-residential commercial property and vacant land.

Pursuant to R&TC Section 3361, the TTC has published the tax status of each property in local newspapers. The TTC will include a list of properties on its website at <u>ttc.lacounty.gov</u>, and Bid4Assets will also include a similar list on its website at <u>www.bid4assets.com/losangeles</u>. The TTC will also mail a Notice of Auction indicating the date for redemption deadline to the assessee(s) of record, which is Friday, April 22, 2022, at 5:00 p.m. Pacific Time. As of this date, 2,287 tax-defaulted properties are Subject to the Tax Collector's Power to Sell for the auction.

Pursuant to R&TC Section 3698.5, the minimum bid price indicated for each property is the total amount necessary to redeem, plus costs. Pursuant to R&TC Sections 3692(e) and 3698.5(c), if a particular property does not sell at the minimum bid amount offered initially, I will reoffer any unsold property at a reduced minimum bid within 90 days of the original auction date. The TTC will send notice to any new parties of interest in accordance with R&TC Section 3701.

The Honorable Board of Supervisors January 11, 2022 Page 3

TTC staff has noticed publicly the tax status of each property in the local newspapers. TTC staff has also mailed notices to the assessees of record advising them of the defaulted taxes and the right to redeem their respective property on or before 5:00 p.m. Pacific Time, on the last business day prior to the date of the auction.

TTC staff will not attempt to sell any property identified as homeowner-occupied unless the Sheriff's Department, and a social worker from either the Department of Consumer and Business Affairs or Workforce Development Aging and Community Services has made contact in person, with the owner-occupant of that property.

Pursuant to R&TC Section 3700, TTC staff will send notice of the sale to all taxing agencies and any nonprofit organizations that have requested notification or registered through the TTC's Chapter 8 Web Portal. TTC staff will also send the list of properties and information on how to preserve a lien through a tax sale or purchase tax-defaulted properties for public use through a Chapter 8 Agreement Sale.

On behalf of the TTC, Bid4Assets will:

- 1. Require a pre-registration deposit of \$5,000 from each registered bidder;
- 2. Apply respective deposits toward the purchase of any auction item(s); and
- 3. Return unused deposits by mail to the respective bidders within 30 calendar days of the end of the online auction.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The statutorily required online auction of tax-defaulted property allows the TTC to recoup all or a portion of unpaid property taxes, penalties, and costs on delinquent properties that are Subject to the Tax Collector's Power to Sell, as provided under the R&TC Section 3691. The TTC's FY 2021-22 Adopted Budget includes the necessary funds for mailing the Notice of Auction, which TTC staff must send by certified mail to all known parties of interest pursuant to R&TC Section 3701.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

TTC staff publishes the attached list of tax-defaulted properties Subject to the Tax Collector's Power to Sell. In order to comply with the statutes governing the

The Honorable Board of Supervisors January 11, 2022 Page 4

publication process, TTC staff advertises these properties in the approved local paper with the highest circulation in the geographic area in which each respective property is located. TTC staff will publish the Notice of Sale prior to the date of the online auction pursuant to R&TC Section 3702 and advertise the publication as mentioned above. Concurrently, per R&TC Section 36.5, the TTC shall also provide notice on its website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not Applicable.

Respectfully submitted,

KEITH KNOX Treasurer and Tax Collector

KK:EBG:DB:SM:mv

Attachments

c: Assessor Chief Executive Officer Executive Officer, Board of Supervisors Auditor-Controller County Counsel

RESOLUTION APPROVING SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE TAX COLLECTOR'S POWER TO SELL AT THE 2022A ONLINE AUCTION

WHEREAS, pursuant to California Revenue and Taxation Code, Section 3698, KEITH KNOX, Treasurer and Tax Collector, has transmitted to the Board of Supervisors on January 11, 2022, a notice of his intention to offer for sale and sell tax-defaulted property Subject to the Tax Collector's Power to Sell, at the 2022A Online Auction; and

WHEREAS, California Revenue and Taxation Code, Section 3694 requires the Board of Supervisors to approve the proposed sale of tax-defaulted property Subject to the Tax Collector's Power to Sell, at the 2022A Online Auction; and

WHEREAS, pursuant to California Revenue and Taxation Code, Section 3698.5, the minimum bid for each property shall be an amount not less than the total amount necessary to redeem, plus costs and the outstanding balance of any property tax postponement loan; and

WHEREAS, pursuant to California Revenue and Taxation Code, Sections 3692(e) and 3698.5(c), any property remaining unsold at the end of auction, including those that were offered at a reduced minimum bid, may be reoffered at a new auction within 90 days of the original auction date and any new parties of interest shall be notified in accordance with California Revenue and Taxation Code Section 3701; and

WHEREAS, the notice of approving the 2022A Online Auction of tax-defaulted property Subject to the Tax Collector's Power to Sell is on file with the Board of Supervisors;

NOW THEREFORE BE IT RESOLVED: That pursuant to the provisions of Chapter 7, Part 6, Division 1 of the California Revenue and Taxation Code, the Board of Supervisors does hereby approve the sale of tax-defaulted property Subject to the Tax Collector's Power to Sell designated and described in Online Auction List Number 2022A, and for any property that remains unsold, the Treasurer and Tax Collector may establish a minimum bid and reoffer the property at a new auction within 90 days of the original auction date pursuant to California Revenue and Taxation Code, Sections 3692(e) and 3698.5(c).

The foregoing resolution was on the 11th day of January 2022, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing bodies of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

County of Los Angeles

By_

Chair of the Board of Supervisors

Attest: CELIA ZAVALA Executive Officer of the Board of Supervisors

By___

Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

Βv Principal Deputy County Counsel







DHR Update:

Los Angeles County Career Development And Employment Opportunities

> Presented to the Operations Cluster December 15, 2021



Presentation Goal

Provide an Update on DHR's Career Development and Job Opportunity Programs





EMPLOYEE DEVELOPMENT



Learning Management System (LMS)

- eLearning as of March 2020:
 - 166,594 eLearning courses completed
 - 121,804 hours of eLearning completed
- WED Webinars as of March 2020:
 - 6,454 employees trained
 - 26,432 hours of training



LMS

Top eLearning Courses & WED Workshops

eLearning

County Teleworker Training County Policy of Equity for Employees Workplace Violence Prevention

Workplace and Employee Development (WED) Workshops

Effective Discipline

Supervisor Essentials

Coaching for Performance Improvement







Career PathFinder

• Launched in June 2018, Career PathFinder is an online, interactive tool that aims to help current and prospective employees make decisions about their own careers and build individualized career paths.

• Technology is based on discovering and visualizing career paths of over 3,000 job titles and nearly 200,000 employees.







Udemy

• From launch, June 6, 2018 – Present

- 29,501, cumulative active users
- 1,297,065 learning hours achieved

- FY: 2020 2021:
 - 19,038 active users
 - 760,491 learning hours achieved
 - 223,790 courses completed



Udemy Top 10 Courses

Microsoft Excel - Excel from Beginner to Advanced Conscious Listening Write Better Emails: Tactics for Smarter Team Communication Productivity and Time Management for the Overwhelmed Time Management Mastery: Do More, Stress Less Communication Fundamentals: How To Communicate Better Psychology of Diversity and Unconscious Bias Leadership: Practical Leadership Skills Stress Management: 40+ easy ways to deal with stress Ask Better Questions - Build Better Relationships

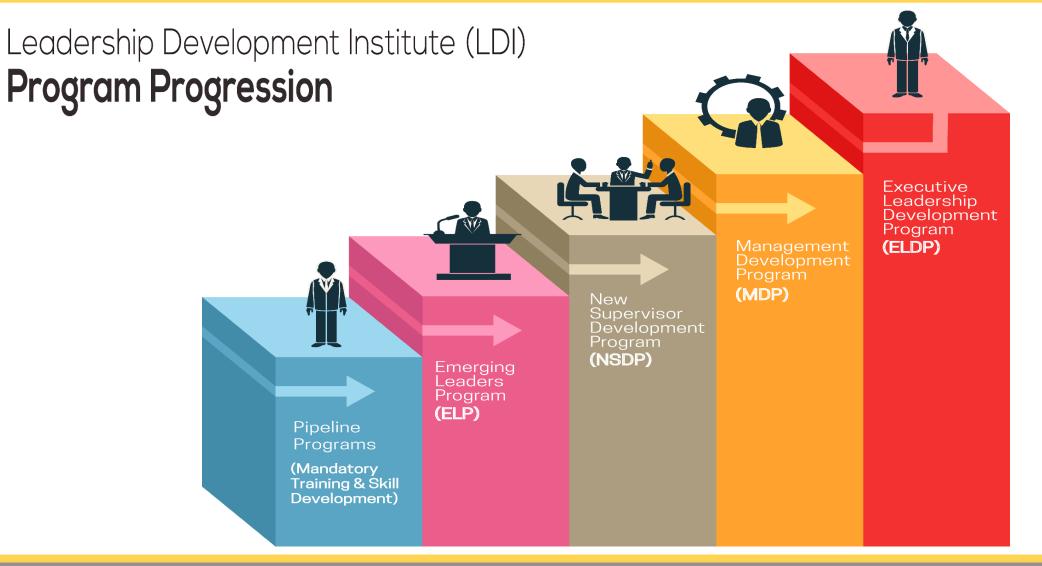




PROFESSIONAL DEVELOPMENT







LOS ANGELES COUNTY UNIVERSITY (LACU)



Executive Leadership Development Program (ELDP) Management Development Program (MDP) New Supervisor Development Program (NSDP) Emerging Leader Program (ELP)





Executive Leadership Development Program (ELDP)

- Designed to develop and advance County leaders; and
- Prepares mid- to senior-level managers to assume future leadership roles and fosters interdepartmental collaborations in support of the County's Strategic Plan and the Board's initiatives.
- 36 Cohorts (approx. 20 participants/ea.), at no cost to departments
- 655 graduates
- 34 participating Departments
- 28% of graduates promoted after program







- Engage managers in learning experiences toward higher level management ;
- Develop leadership and management competencies; and
- Support managers' ongoing development .
- Since 2016, 500 managers from 30 departments
- Calendar year 2021: 100 managers; 21 departments (3 cohorts)
- Calendar year 2020: 20 managers; 10 departments (COVID impact)
- Overall completion/graduation rate: 95%+





New Supervisor Development Program (NSDP)



• A five-week program (one class day per week) designed for County employees serving in their first year in a supervisory role.

- As of September 2017:
 - 321 graduates to date
 - 34 Departments have participated







Emerging Leaders Program (ELP)

- Enables realistic understanding of the supervisor role; and
- Empowers individuals to project how the role relates to their individual strengths.

• Launched in late 2018, the pilot resulted in 100+ graduates.





PIPELINE PROGRAMS





Los Angeles County Management Fellows Program

- Designed as a two-year paid fellowship for individuals interested in pursuing careers in Los Angeles County government; and
- Enhances the County's succession planning efforts and enables departments to invest in their future leadership .

- As of 2012, 152 Fellows have been hired within 23 County departments
- 110 Fellows have been retained in County service (80.9% retention)
- 19 Fellows have promoted during the 2021 <u>calendar</u> Year





Administrative Interns Program

- Prepares interns for County administrative careers in public service through job assignments and on-the-job training; and
- Interns perform analysis in such disciplines as human resources,
 budget, and contracts.
- As of 2000, 158 program participants (87% graduated)
- FY 2019 2020: 18 Interns
- FY 2020 2021: 9 Interns
- FY 2021 2022: 6 Interns







Career Development Internship Program (CDI)

- Provide at-risk youth, foster youth, individuals with disabilities, and unhoused individuals with opportunities to gain the knowledge, skills and abilities necessary to compete for full-time permanent positions in the County.
- FY: 2019 2020: 29 Interns; 13 Departments
- FY: 2020 2021: 23 Intern; 8 Departments
- FY: 2021 2022: 11 Intern; 8 Departments







Academic Internship Program

 Places college/university students within County Departments to offer practical and meaningful work experience through completion of specific projects, research, or studies ordered by the Board of Supervisors or developed by a County department.

• FY: 2020 - 2021:

- 47 Interns
- 16 Universities
- 9 County Departments







Student Worker Program

 Designed to provide High School/University/College students with unpaid on-the-job experience and training, while helping them set goals to obtain their educational degree or professional certification.

- Since April 2012; 1,296 student workers have been hired
 - 423 total student workers hired fulltime since 2012
- FY 2020-2021; 58 student workers hired as fulltime employees







Veterans Internship Program (VIP)

 Designed to afford veterans with on-the-job training and work experience that will enable them to effectively compete for permanent County positions.

- As of May 2017: 647 participants; 595 placements
- FY: 2021 2022 : 32 interns, 9 Departments, 5 placements





Temporary Services Registry Program (Temp LA)

- Provides local County residents, who face barriers to employment, with opportunities to obtain on-the-job training, experience, and resources to help them find gainful employment with the County or other employers.
- Since 2017; 215 participants, 51 completed the program, 14 rehired by the County Departments
- FY: 2021 2022; 19 out of 30 Temps placed in 6 Departments





Countywide Youth Bridges Program (CYBP)

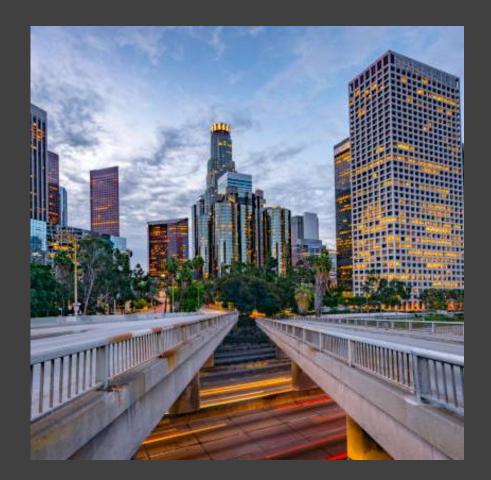


 Supports effective career pathways for youth facing challenging barriers to employment before they become disconnected from the workforce, education, housing, and social networks.



- **FY 2020 2021**:
 - 500; 14 Departments
 - 225 completed 120 hours





Questions?

