



**OPERATIONS CLUSTER
AGENDA REVIEW MEETING**

DATE: September 20, 2023
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1 (323) 776-6996**
TELECONFERENCE ID: 439827168#

To join via phone, dial 1(323)776-6996, then press 439827168# .

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY AS PERMITTED
UNDER THE BOARD OF SUPERVISORS' AUGUST 8, 2023, ORDER SUSPENDING
THE APPLICATION OF BOARD POLICY 3.055 UNTIL MARCH 31, 2024**

AGENDA

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 – Carlos Arreola/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
 - A) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE NEW SOLE SOURCE CONTRACT WITH RDE SYSTEMS FOR DATA SYSTEM SERVICES
DPH/CIO - Joshua Bobrowsky, Public Health Director Government Affairs, Mario Perez, Division of HIV and STD Programs and Truc Moore, Principal Deputy County Counsel
 - B) Board Letter:
AMENDMENT TO THE OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES CONTRACT WITH NEUBRAIN. LLC
LACDA/CIO - Cesar Delgado, Acting IT Manager
 - C) Board Letter:
APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC TO PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM
TTC/CIO - Keith Knox, Treasurer and Tax Collector, Elizabeth Buenrostro Ginsberg, Chief Deputy TTC and Lisa Proft, Assistant Treasurer and Tax Collector

3. **PRESENTATION/DISCUSSION ITEMS:**
 - A) FISCAL YEAR 2023-24 SUPPLEMENTAL CHANGES BUDGET BRIEFING – OPERATIONS
4. **Public Comment**
(2 Minutes Each Speaker)
5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) CEO/RM - AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE AMENDMENT NUMBER 6 TO AGREEMENT NUMBER AO-18-411 WITH VENTIV TECHNOLOGY, INC., TO IMPLEMENT AND OPERATE A FIFTH MODULE TO THE RISK MANAGEMENT INFORMATION SYSTEM;
REQUEST FOR ADDITIONAL POOL DOLLARS
- B) CEO/CLASS - CLASSIFICATION/COMPENSATION ACTIONS
JUSTICE, CARE, AND OPPORTUNITIES DEPARTMENT
- C) CEO/RE - EIGHT-YEAR LEASE
DEPARTMENT OF PUBLIC SOCIAL SERVICES AND
AGRICULTURAL COMMISSIONER / WEIGHTS AND MEASURES
335-337 EAST AVENUE K-10, LANCASTER
- D) CEO/RE - FIVE-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9900 NORWALK BOULEVARD, SANTA FE SPRINGS
- E) LASD/CIO - REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION OF THE CUSTODY NETWORK INFRASTRUCTURE UPGRADE FOR THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FISCAL YEAR 2023-24

**BOARD LETTER/MEMO
CLUSTER FACT SHEET**

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/20/2023	
BOARD MEETING DATE	12/5/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	Advance Notification to the Board of Supervisors that the Department of Public Health (Public Health) intends to begin sole source contract negotiations with RDE Systems (RDE) for the provision of data system services to support Public Health's Division of HIV and STD Program's (DHSP) HIV services portfolio.	
PROGRAM	Division of HIV and STD Programs (DHSP)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please explain why:</i> Public Health is requesting to begin sole source contract negotiations with RDE to replace Automated Case Management Systems, Inc (ACMS) HIV Casewatch, which has been in place since January 1995.	
DEADLINES/ TIME CONSTRAINTS	As soon as possible to begin migrating data over to the new system.	
COST & FUNDING	Total cost: Not to exceed TBD	Funding source: Health Resources and Services Administration Ending the HIV Epidemic (EHE), Centers for Disease Control and Prevention (CDC) EHE, funds TERMS (if applicable): Date of execution through February 28, 2033. Explanation: Funding will cover cost of contract for 10 years to support data services.
PURPOSE OF REQUEST	Public Health is requesting approval to begin negotiations for a new sole source contract with RDE, for the provision of data system services for various HIV/STD services contracts effective date of execution through February 28, 2033.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Public Health's DHSP has approximately 203 HIV/AIDS care contracts that require HIV/AIDS Care services client data to be transmitted to DHSP. A new sole source contract with RDE is needed so a replacement system can be implemented that will meet applicable County regulatory provisions and assist the County with complying with State and federal grant and programmatic reporting requirements. These data help DHSP understand service delivery and performance trends and are used to meet State and federal funder requirements. ACMS currently provides DHSP's data management services using two different data systems, the HIV Casewatch and the STD Casewatch.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please explain how:</i> 2) Develop and implement strategies that identify, prioritize and effectively support the most disadvantaged geographies and populations. Clients who access Ryan White Program Funded services, are people living with HIV and who also have no other source of medical coverage and have income 400 percent below of the most current Federal Poverty Level.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please state which one(s) and explain how:</i> 2) Alliance for Health Integration; services integrate services across health services and public health to assist client's access to care and address mental health. This contract will support the data system which will be used to collect client-level data for clients living with HIV who access medical, mental health and supportive health services at DHSP funded community-based sites in Los Angeles County.	
DEPARTMENTAL CONTACTS Name, Title, Phone # & Email:	Joshua Bobrowsky, Public Health Director Government Affairs (213) 288-7871 jbobrowsky@ph.lacounty.gov Truc Moore, Principal Deputy County Counsel (213) 972-5719 tlmoore@counsel.lacounty.gov Mario Perez, Division of HIV and STD Programs (213) 351-8001 mjperez@ph.lacounty.gov	



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
Health Officer

MEGAN McCLAIRES, M.S. P.H.
Chief Deputy Director

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BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

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Third District

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Fourth District

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Fifth District

September 20, 2023

TO: Each Supervisor

FROM: Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE NEW SOLE
SOURCE CONTRACT WITH RDE SYSTEMS FOR DATA SYSTEM
SERVICES**

This is to notify you that the Department of Public Health (Public Health) intends to begin sole source contract negotiations with RDE Systems (RDE) for the provision of data system services to support Public Health's Division of HIV and STD Program's (DHSP) HIV services portfolio. A new sole source contract with RDE is needed so a replacement system can be implemented that will meet applicable County regulatory provisions and assist the County with complying with State and federal programmatic requirements.

This notice is being sent in accordance with Board Policy 5.100, which states that County of Los Angeles (County) departments that intend to negotiate a sole source service contract for Board approval must provide advance written notice and justification to the Board at least four weeks prior to commencing contract negotiations.

Background

Public Health's DHSP has approximately 203 HIV and STD service contracts that require client-level data to be collected and transmitted to DHSP. This data helps DHSP understand service delivery and performance trends and are used to meet State and federal funder requirements. Automated Case Management Systems, Inc. (ACMS) currently provides DHSP's data management services using two different data systems, the HIV Casewatch and the STD Casewatch.

Public Health intends to begin contract negotiations with RDE to replace ACMS' HIV Casewatch, which has been in place since January 1995. Over the past seven years, DHSP has been working with Public Health Information Systems to modernize the data system for DHSP and assess improvement opportunities, which include a multi-phased initiative to replace DHSP's outdated legacy data systems. In February 2018, Phase I began with the implementation of the On-line Real-Time Centralized Health Information Database (ORCHID) to track clinical services such as STD screening and treatment and pre-exposure prophylaxis (PrEP) provided in Public Health sexual health clinics. Phase II, which is currently in progress, involves the implementation of Public Health's Integrated Reporting, Investigation and Surveillance (IRIS) system to replace the STD Casewatch system to manage HIV/STD surveillance, disease investigation, and partner services. Public Health's intent to negotiate with RDE will include the final phase to implement a new data system called the Electronic Comprehensive Outcomes Measurement Program for Accountability and Success (eCOMPAS) to conform to County's data system requirements and replace the HIV Casewatch.

The new data system, eCOMPAS, will improve DHSP's ability to meet the reporting requirements and reporting efficiency and add new data system functionality. This system will be used by all contracted DHSP HIV service providers for client case management, outcome monitoring and reporting, contracting, invoicing, and other critical programmatic and financial functions. This system will include functions to improve contract administration, services delivery, client/patient portals, IT security (e.g., data encryption), as well as data interoperability with other systems including Electronic Health Record (EHR), Practice Management, Laboratory and Pharmacy systems.

ACMS' HIV Casewatch includes a significant amount of historical information and will continue to be in place until the transition to RDE's eCOMPAS is complete.

Justification of Public Health's Intent to Negotiate a Sole Source Contract

Public Health intends to begin negotiations for a new sole source contract with RDE so a replacement system can be implemented that will meet applicable County regulatory provisions and assist the County with complying with State and federal programmatic requirements. HIV Casewatch, the current system being utilized, no longer meets the County Chief Information Officer's (CIO) security requirements. HIV Casewatch is built on Massachusetts General Hospital Utility Multi-Programming System (MUMPS)/Cache architecture language that is not adequately supported. The user interface is outdated resulting in challenges with user experience that have impeded service delivery. Casewatch does not have the ability to exchange data with other data systems using current data standards including XML, HL7, and FHIR. It does not allow user logging, which is tracking every user's actions through the system such as page views, entry, edits, etc. ACMS does not intend to provide an upgrade that would meet these security requirements.

Further, to be in compliance with State and federal programmatic requirements and CIO security requirements, DHSP's data system must have the following requirements:

1. Modern system architecture that is compatible with health record data, as well as interoperable with other health data systems including standard health data formats such as XML, HL7 and FHIR;
2. Cloud-hosted infrastructure which meets current and future FEDRamp, Health Resources and Services Administration (HRSA), CDC, and Los Angeles County (LAC) data security compliance standards;
3. HIPAA-compliant data security including patient/client and service record logging which includes tracking what data have been accessed by system users;
4. Data migration of legacy data in its current format;
5. User-friendly user interface that effectively facilitates case management and service delivery while requiring minimum system user training;
6. Grant and contract management module that allows for tracking of contract expenditures tied to specific grant funds;
7. Person-centered case management and service data tracking which covers the entire spectrum of HIV and STD services from screening, education and PrEP services to HIV medical care and support services;
8. Centralized eligibility and enrollment that tracks both eligibility for Ryan White and MediCal services;
9. Comprehensive billing module for both cost reimbursement and fee-for-service contracts which integrates contract management, client eligibility, bill/claim submission, and adjudication;
10. Customizable Quality Management/Quality Improvement tools that track HRSA HAB measures, Care Continuum, PrEP Continuum, DHSP performance measures, as well as custom measures tracked by contracted providers;
11. External interface that allows for client/patient self-enrollment, eligibility recertification, documentation upload, scheduling of appointments, reminders, access to lab results and prescriptions, as well as completion of assessments and satisfaction surveys;
12. Direct reporting interfaces for all grant data reporting requirements, including HRSA Parts A and B, HRSA Ending the HIV Epidemic (EHE), CDC HIV, CDC STD, and CDC EHE;
13. Quality assurance module that allows for automated person and service record duplication checks as well as tools for effective and efficient management of duplicate record merges;
14. End user support including Help Desk phone line and e-mail; and
15. Routine end user training for all aspects of system user experience.

To determine what data system could meet the needs of DHSP's data requirements, a thorough review of available data systems was conducted between 2021 and 2023, by first conducting an electronic survey of all jurisdictions in the country funded by the Ryan White Program (RWP), utilizing Listserv, an electronic mailing list database provided by HRSA. This survey was followed by interviews with other large jurisdictions, including county health departments in Fulton County (Atlanta), Alameda County, Riverside County, Hillsborough County (Tampa/St. Petersburg), and Miami Dade County. Interviews were also conducted in cities such as, Chicago, Boston, and Dallas, as well as well as the states of California,

Illinois, Texas and Connecticut. These jurisdictions provide HIV services funded by both the CDC and HRSA.

The vast majority of State and local health departments are using either CAREWare or a locally-developed solution. Some jurisdictions are using a traditional EHR solution such as eClinical Works, while others are using a combination of eCOMPAS or Provide.

Many state and local jurisdictions rely on CAREWare, the system provided by the federal government for grantee jurisdictions providing RWP services; however, CAREWare does not have contract management, fee-for-service billing, or a client portal. While Provide has many of the components needed for LAC, it is missing key functionality including not having a centralized eligibility and enrollment module, patient portal, or integrated training platform. Other systems developed by state or local jurisdictions have most, if not all, of the requirements but those systems are not available for purchase by other jurisdictions. Although California developed its own system, which is used by local counties throughout the state, it does not meet the system requirements for LAC, including covering HIV testing and EHE activities.

Based on our market research, RDE's eCOMPAS is the only data system available in the United States that provides all the requirements for a comprehensive HIV services data system for a large health jurisdiction such as LAC.

eCOMPAS is the only system that features a comprehensive centralized eligibility and enrollment module. The module is able to track eligibility for Ryan White services as well as MediCal/Medicaid and other public insurance. The system provides automated eligibility determinations which notify both the provider and client when eligibility changes. It also allows for easy registration and recertification for Ryan White services by allowing clients to upload eligibility documentation using a computer or smart phone. It is able to track service delivery across the entire spectrum of DHSP's HIV services across multiple federal and State funding sources. It is the only system that: allows for tracking contracted service delivery across all DHSP services while linking with grant expenditures; offers an end-to-end automated billing module which fully integrates contract management, client eligibility, bill/claim submission, and adjudication; and includes robust and customizable messaging/alerting.

In addition to alerting providers about past due eligibility documentation, the system allows both DHSP and providers to set up custom alerts which include sending alerts to any staff on the care team. While most systems have basic performance measure tracking, eCOMPAS is the only system to provide comprehensive Quality Management/Quality Improvement (QM/QI) tools. In addition to HRSA HAB tracking, the system includes Care Continuum tracking and allows for user customization of tracking performance metrics, providing monitoring of DHSP performance measures, while also letting providers develop and track additional metrics of interest. Further, the system displays these metrics in real time using customizable dashboards and reports. HRSA recently provided feedback to DHSP regarding improvement to QM activities, so having a system that can help assist in real time will be needed.

The eCOMPAS system will provide greater efficiencies such as:

1. Increase access to services through centralized service eligibility and registration for clients and patients across service modalities and agencies;
2. Improve patient case management and service coordination, including linkage to clinical and support services;
3. Provide accurate and efficient data collection that reduces reporting burden for contracted agencies;
4. More efficient contract management to allow contract managers more time for providing technical assistance;
5. Improve timeliness of billing and reimbursement;
6. Streamline data reporting for grant deliverables;
7. Allow for greater capacity to use data in real-time to support monitoring and evaluation, planning and resource allocation, and quality improvement efforts; and
8. Mitigate chances of data breaches on cloud-hosted server as it uses zero-knowledge encryption.

Jurisdictions that are currently successfully using eCOMPAS to meet federal and State requirements include the counties of Hillsborough, Fulton, Miami-Dade, the cities of Dallas and Boston, as well as the states of New Jersey, Hawaii, Nebraska, New Mexico, Connecticut, and the Commonwealth of Puerto Rico. The required data system components include centralized eligibility screening, case management, medical care coordination, contract management, billing and reimbursement for fee-for-service contracts, as well as reporting for all State and federal data reporting requirements. eCOMPAS is the only data system that can provide the required built-in components that DHSP has identified as critical to the federal EHE initiative, including client portals for accessing PrEP navigation and engagement in HIV care. Moreover, eCOMPAS is the only data system found to ensure data interoperability with EHR, practice management, laboratory and pharmacy systems.

Public Health's intent to negotiate a new sole source contract with RDE will allow Public Health to continue to provide uninterrupted HIV services and billing support to contracted DHSP HIV service providers and ensure compliance with the State and federal data collection and reporting requirements associated with the delivery of HIV services to LAC residents. The new system will promote improved accountability and productivity among contracted providers and will capture valuable clinical outcome data for clients served by DHSP.

Impact to Public Health if the Intent to Negotiate a Sole Source Contract is not Approved

Failure to begin negotiations with RDE for a sole source contract, will impact future funding levels for the County, as Public Health will be unable to report the required client-level data to the State and our federal partners as well as compliance of security requirements under our current data system. It will also eliminate Public Health's ability to quantify the delivery of HIV services.

Alternative Plan

There is no alternative plan for the provision of these services due to time emergent needs and a thorough review of available data systems that meet DHSP's requirements.

Timeline

Public Health intends to commence contract negotiations with RDE four weeks from the date of this memorandum. The Board letter requesting approval to enter into this new sole source contract is projected to be presented to your Board on **December 5, 2023**. If approved, the sole source contract will be effective date of execution through February 28, 2033, with an option to extend the term for an additional four years through February 28, 2037.

If you have any questions or require additional information, please let me know.

BF:lc
#07012

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	9/20/2023	
BOARD MEETING DATE	10/17/2023	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Los Angeles County Development Authority (LACDA)	
SUBJECT	Amendment to Operating Budget System Implementation Services with Neubrain, LLC. (Neubrain)	
PROGRAM	Information Technology	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$1,117,145.02	Funding source: LACDA's Fiscal Year 2023-25 Operating Budgets
	TERMS (if applicable): The Contract term is five years and LACDA is in Year 4 of the Contract.	
	Explanation: The Amendment increases the Contract amount by \$528,991.84 plus \$52,899.18 (10%) in pool dollars to a total of \$1,117,145.02 for the remainder of the contract.	
PURPOSE OF REQUEST	To authorize a Contract Amendment with Neubrain to increase the maximum Contract amount to enable the LACDA to purchase professional services to implement software enhancements.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The Contract with Neubrain provides software support services for the BOARD software system. The LACDA recently upgraded the Board system and it utilized most of the remaining contract balance as the upgrade took longer and was more complex than planned. The increase is for professional services to implement system enhancements for the Performance Measurement Model and Portal, Budget Book, Capital/Grants Budgeting Model, Annual Comprehensive Financial Report Model, and support services. The LACDA's FY 2023-2024 approved budget increased by \$581,891.02, which includes \$52,899.18 (10%) in pool dollars for unforeseen costs.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Cesar Delgado, Acting IT Manager, (626) 586-1707 Cesar.Delgado@lacda.org	

October 17, 2023

Honorable Board of Commissioners
Los Angeles County Development Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AMENDMENT TO THE OPERATING BUDGET SYSTEM IMPLEMENTATION
SERVICES CONTRACT
(ALL DISTRICTS) (3 VOTE)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

This letter requests approval of Amendment Four to the Los Angeles County Development Authority's (LACDA) Contract with Neubrain, LLC. (Neubrain) to provide professional services for enhancements to LACDA's Operating Budget System.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Executive Director or his designee to execute an amendment to the existing Contract with Neubrain to increase the maximum Contract amount by \$528,991.84 plus \$52,899.18 (10%) in pool dollars for unforeseen costs, increasing the total compensation under the Contract up to \$1,117,145.02.
2. Authorize the Executive Director or his designee, upon his determination and as necessary and appropriate under terms of the Contract, to execute any necessary amendments to the Contract to add or delete services and utilize pool dollars, and if necessary, terminate for convenience.

3. Authorize the Executive Director to incorporate up to \$581,891.02 of program funds into the LACDA's approved Fiscal Year 2023-2024 budget for the cost increases.
4. Find that approval of an amendment to the existing Contract for Operating Budget System Implementation Services is not subject to the California Environmental Quality Act (CEQA) because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize a Contract Amendment with Neubrain to increase the maximum Contract amount to enable the LACDA to purchase additional modules and professional services.

On March 10, 2020, the Board approved a Contract with Neubrain for Operating Budget System Implementation Services for a term of five years, from March 16, 2020, through March 15, 2025, for a maximum contract sum of \$535,254. Under this Contract, Neubrain provides BOARD software system services.

The Contract with Neubrain includes provisions that entitle the LACDA for addition/deletion of services. The LACDA recently upgraded the BOARD system and it utilized most of the remaining contract balance migrating BOARD software to the current version. The requested increase is needed to maintain maintenance support and on-going professional consultant services to address system enhancements for the Performance Measurement Model and Portal, Budget Book, Capital/Grants Budgeting Model, and Annual Comprehensive Financial Report Model. Currently, these required activities are conducted by LACDA staff outside of the BOARD environment. Adding the modules will increase efficiencies and reduce staff time. This proposed Amendment Four would increase the maximum Contract amount by \$528,991.84 plus \$52,899.18 (10%) in pool dollars for a total of \$581,891.02.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund. The remaining two-year Contract term will include an additional \$528,991.84, and the LACDA is setting aside \$52,899.18 (10%) in pool dollars for unforeseen costs. Up to \$581,891.02 will be incorporated into the LACDA's approved Fiscal Year 2023-2024 budget for the increases to the Contract. Funds for year five will be included through the LACDA's annual budget approval process. The maximum contract amount increase for the remainder of the Contract will be \$581,891.02, including the pool dollars, increasing the total compensation under the Contract up to \$1,117,145.02.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract Amendment with Neubrain has been reviewed by County Counsel and is attached in substantially final form (Attachment I). In compliance with Board Policy 6.200 "Chief Information Office Board Letter Approval," the Chief Information Officer (CIO) has reviewed the information technology components of this request and recommends approval of the actions above. The CIO Analysis is also included (Attachment II).

ENVIRONMENTAL DOCUMENTATION

The proposed activities are exempt from the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. These activities are not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES AND PROJECTS

The professional services to the Operating Budget System will improve the efficiency of the LACDA finance and budget business processes and maximize the return on the LACDA budget investment. The software will continue to be instrumental to meet the LACDA's core business requirements for LACDA's overall budget output, manage all aspects of budget and forecast, and provide real-time analytical reporting capabilities.

Respectfully submitted,

Reviewed by:

EMILIO SALAS
Executive Director
Los Angeles County Development Authority

PETER LOO
Acting Chief Information Officer
County of Los Angeles

ES:KT:mr

Enclosures

**CONTRACT AMENDMENT NO. 4
TO
OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES CONTRACT**

THIS AMENDMENT NO. 4 TO CONTRACT FOR OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES is made and entered into this 17th day of October, 2023, by and between the Los Angeles County Development Authority, hereinafter referred to as "LACDA" and Neubrain, LLC, hereinafter referred to as "Contractor". The LACDA and Contractor are collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, on March 10, 2020, the Board of Commissioners authorized the LACDA to execute a contract, and any necessary amendments, with the County to provide an Operating Budget System Implementation Services ("Services") for a term of five (5) years at a not to exceed sum of \$535,254.00, which includes any pool dollars and all applicable taxes;

WHEREAS, the LACDA and the Contractor entered into a Contract on March 16, 2020, to provide such Services to the LACDA ("Contract") for five (5) years and the maximum amount of this Contract shall be \$535,254.00;

WHEREAS, on December 3, 2020, the Parties executed Amendment No. 1 to revise Exhibit B, Fee Schedule with no increase to the Contract sum;

WHEREAS, on August 25, 2021, the Parties executed Amendment No. 2 to revise Exhibit A, Statement of Work to add enhancement planning deliverables, and to use \$22,888.32 of available \$148,660 in Pool Dollars, and amend said Contract to revise Exhibit B, Fee Schedule;

WHEREAS, on April 27, 2022, the Parties executed Amendment No. 3 to add a BOARD 12 Budgeting System Upgrade and Enhancement deliverables, utilizing authorized Pool Dollars by a total of \$125,771.68 of available \$148,660, and to amend the exhibits to incorporate such additional services;

WHEREAS, on October 17, 2023, the Board authorized the Executive Director, or his designee, to increase the Contract sum an additional \$581,891.02 for provide professional services for configuration application services;

WHEREAS, the Parties now wish to amend said Contract to provide professional services for configuration application services and to revise Exhibit A, Statement of Work to add Performance Measurement Model and Portal, Budget Book, Capital/Grants Budgeting Model, ACFR Model, Budget System Ad-hoc Support, and to increase the compensation using Board approved funds by a total of \$528,991.84, additional pool dollars by a total of \$52,889.18 for additional software licenses, support and the ability to allow for unforeseeable increases as needed; and

WHEREAS, it is the intent of the Parties hereto to amend the Contract to update certain terms and conditions to the Contract, and to provide for other changes set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the Parties hereto agree that said Contract be amended as follows:

1. This Amendment shall be effective upon execution.
2. The Contract is hereby incorporated by reference, and all terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
3. Section 5.1, Contract Sum, is amended to read as follows:

5.1 Contract Sum

The Maximum Amount of this Contract shall be One Million One-hundred Seventeen Thousand One Hundred Forty-five and 2/100 Dollars (\$1,117,145.02) for the term of this Contract, including Pool Dollars and all applicable taxes as set forth Paragraph 4.1 – Term, above. Any costs incurred to complete this project in excess of the maximum not-to-exceed cost will be borne by the Contractor.

4. Exhibit A, Statement of Work, is hereby supplemented to reflect the additional work using Pool Dollars and attached hereto as Exhibit A-3, Statement of Work.
5. Exhibit B, Fee Schedule, is hereby supplemented and attached hereto as Exhibit B-3, Fee Schedule.
5. All other terms and conditions in the Contract shall remain the same and in full force and effect.

[Signature on the following page]

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SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the Contractor, through their duly authorized officers, have executed this Amendment No. 4 as of the date first above written.

CONTRACTOR: NEUBRAIN, LLC

By _____
Yana McConaty
Principal

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By _____
Emilio Salas
Executive Director

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

APPROVED AS TO PROGRAM:
ADMINISTRATIVE SERVICES DIVISION

By _____
Behnaz Tashakorian
Principal Deputy County Counsel

By _____
Kathy Thomas
Chief of Operations

**EXHIBIT A-3, STATEMENT OF WORK
FOR
OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES CONTRACT
(REVISED OCTOBER 17, 2023)**

The Contract by and between the Los Angeles County Development Authority and Neubrain, LLC for Operating Budget System Implementation services is updated to amend and add to original Statement of Work, Exhibit A, and to add Section 3.7 BOARD System Upgrade and Enhancements as follows

3.7 BOARD Performance Measure Model and Portal

The Contractor shall provide the following BOARD Performance Measure Model and Portal functionalities to perform and provide the system requirements listed below:

- 3.6.1 Work with LACDA to rationalize the existing performance measurement process and create a model to manage performance measures and integrate them into budget process.
- 3.6.2 Work with LACDA to design the Internal Performance Measurement Portal that displays budget and performance data:
 - Landing Page (Performance and Budget);
 - Performance Scorecard Summary: Performance Scorecard/Rating by Strategic Goal and Rating by Outcomes are Listed Under Each Goal (Filter by Year);
 - Performance Scorecard Detail: Scorecard/Rating by Goal and Rating by Outcome with Measures Detail (How did we tally up to Outcome and Goal);
 - KPI Analysis: Measure Specific Page - Target/Actual and/or Trend Graph by Year and Narratives (Why Important, Contributing Factors, etc.);
 - Trend Analysis: Measures Trend Page;
 - LACDA Budget: Budget by Department, by Strategic Goal, Outcome (if Possible);
 - Collecting Budget and Results: Display Budget and Measures; and
 - Methodology: Strategic Plan Methodology Page/Pages (Includes Strategy Mapping).

3.8 BOARD Budget Book

The Contractor shall provide the following BOARD Budget Book functionalities to perform and provide the system requirements listed below:

- 3.8.1 Work with LACDA to rationalize budget book content and update the existing budgeting model to capture numeric and text data (repeatable content) needed to be displayed in the budget book;
- 3.8.2 Create a custom publishing component using Board Office Add-in that creates LACDA's budget book pages with repeatable content with a click of a button

3.9 Capital/Grants Budgeting Model

The Contractor shall provide the following Capital/Grants Budgeting Model functionalities to perform and provide the system requirements listed below:

- 3.9.1 The Model is integrated in the Operating Budget database. No need to maintain GL Tree in a separate database; Department Users or Admins can transfer from Capital to Operating with a single click of a button.

3.9.2 The Model includes a rich set of capabilities in support of capital/grants budgeting tasks:

- Interface with GL/Financial systems as well as Project Management software
- Monthly, annual, and multi-year budgets
- Allocation of funding to manage multiple funding sources, including Grants
- Unlimited number of budget versions: Base, Requested, Recommended, Approved, etc.
- Ability to capture and maintain detailed project information (start/end dates, status, phase, priority, remarks, etc.)
- Custom screens and fields to capture all elements needed for the budget entry
- Ability to rank and prioritize budget requests
- Budget balancing: automated balancing, ability to set up various balancing rules and processes
- Support for top-down (dynamically allocate changes to related values) and bottom-up budgeting (instantly roll-up changes)
- Expenditure/encumbrance tracking with drill through down to detail
- Capture of narratives, supporting documents, links to images, pictures, documents
- "What-if" scenarios with the ability to switch between versions
- Data locking: lock a budget, version, or data element from future changes
- Key reports

3.10 Annual Comprehension Financial Report (ACFR) Module

The Contractor shall provide the following ACFR Model functionalities to perform and provide the system requirements listed below:

- 3.10.1 Work with LACDA to rationalize ACFR content and update the existing/configure model to capture numeric and text data needed to be displayed in ACFR;
- 3.10.2 Create a custom publishing component using Board Office Add-in that creates ACFR reports with a click of a button.

3.11 Support Services

The Contractor shall provide support services such as: application troubleshooting, system changes, and various minor enhancements.

**EXHIBIT B-3, FEE SCHEDULE
FOR
OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES CONTRACT
(REVISED OCTOBER 17, 2023)**

The Contractor shall provide Operating Budget System Implementation Services in accordance with the Exhibit A, Statement of Work based on the fee schedule noted below and hourly rate. The implementation fees will be paid in installments upon written acceptance of each phase by LACDA's Project Manager. The Contractor will invoice for the completed Deliverables and/or Services according to the fee schedule noted below.

Line	Deliverable	SECTION 1* Interim or Final	Amount	Invoice Issue Date
1	Requirements	Final	\$28,105.20	Upon Completion & Acceptance
2	Software Provisioning	Interim	\$5,621.04	Upon Completion & Acceptance
3	Data Integration	Interim	\$18,736.80	Upon Completion & Acceptance
4	Baseline Personnel Model Ready for Review	Interim	\$28,105.20	Upon Completion & Acceptance
5	Personnel Model Ready for Unit Testing	Interim	\$24,357.84	Upon Completion & Acceptance
6	Baseline Operating Model Ready for Review	Interim	\$28,105.20	Upon Completion & Acceptance
7	Operating Model Ready for Unit Testing	Interim	\$20,610.48	Upon Completion & Acceptance
8	Current Year (CY) Projections Model Ready for Unit Testing	Interim	\$22,484.16	Upon Completion & Acceptance
9	Long-term (5-10 Years) Forecasting Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
10	Internal Services Cost Allocation Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
11	Inter-Division Allocations Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
12	Intra-Division Allocations Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
13	Reports Ready for Unit Testing	Interim	\$22,484.16	Upon Completion & Acceptance
14	Admin Functions & Security Ready for Unit Testing	Interim	\$9,368.40	Upon Completion & Acceptance
15	End User Capsules Ready for Unit Testing	Interim	\$18,736.80	Upon Completion & Acceptance
16	Accepted System Ready for Launch	Final	\$18,736.80	Upon Completion & Acceptance
17	Board Developer Training Delivered	Final	\$9,368.40	Upon Completion

18	Custom System Documentation Delivered	Final	\$13,115.76	Upon Completion
19	System Launch and Final Knowledge Transfer	Final	\$5,621.04	Upon Completion
20	Project Management	Interim	\$20,000.00	Invoiced Monthly for Hours Used
21	Travel Expenses (Per GSA)	Final	\$0.00	
22	Annual Post Implementation Support - Year 1	Final	\$14,196.52 ¹	As Directed and Approved by the Authority's Project Manager, Invoiced Monthly for Hours Used
23	Subtotal for Section 1		\$382,701.00*	

¹Decreasing Line 22 by \$3,892.68 to use remaining funds for BOARD 12 Budgeting System Upgrade and Enhancements

*Hourly Rate**				
Line	Description	Hours	Hourly Rate	Total Cost
1	Requirements	120	\$234.21	\$28,105.20
2	Software Provisioning	24	\$234.21	\$5,621.04
3	Data Integration	80	\$234.21	\$18,736.80
4	Baseline Personnel Model Ready for Review	120	\$234.21	\$28,105.20
5	Personnel Model Ready for Unit Testing	104	\$234.21	\$24,357.84
6	Baseline Operating Model Ready for Review	120	\$234.21	\$28,105.20
7	Operating Model Ready for Unit Testing	88	\$234.21	\$20,610.48
8	Current Year (CY) Projections Model Ready for Unit Testing	96	\$234.21	\$22,484.16
9	Long-term (5-10 Years) Forecasting Ready for Unit Testing	80	\$234.21	\$18,736.80
10	Internal Services Cost Allocation Ready for Unit Testing	80	\$234.21	\$18,736.80
11	Inter-Division Allocations Ready for Unit Testing	80	\$234.21	\$18,736.80
12	Intra-Division Allocations Ready for Unit Testing	80	\$234.21	\$18,736.80
13	Reports Ready for Unit Testing	96	\$234.21	\$22,484.16
14	Admin Functions & Security Ready for Unit Testing	40	\$234.21	\$9,368.40
15	End User Capsules Ready for Unit Testing	80	\$234.21	\$18,736.80
16	Accepted System Ready for Launch	80	\$234.21	\$18,736.80
17	Board Developer Training Delivered	40	\$234.21	\$9,368.40
18	Custom System Documentation Delivered	56	\$234.21	\$13,115.76
19	System Launch and Final Knowledge Transfer	24	\$234.21	\$5,621.04
20	Project Management	85	\$234.21	\$20,000.00
21	Travel Expenses (Per GSA)	N/A		\$0.00
22	Annual Post Implementation Support - Year 1	~60	\$234.21	\$14,196.52
23	Subtotal for Section 1 Hourly Rate			\$382,701.00

**The LACDA shall pay the Contractor implementation fees not to exceed \$386,593.68. The contractor rates are hourly rates per Neubrain's GSA Price List SIN 132-51, inclusive of delivery order amount discounts.

IT Professional Services Rates Total Delivery Order Amount	DESCRIPTION	Year 1 \$/HR	Year 2 \$/HR	Year 3 \$/HR	Year 4 \$/HR	Year 5 \$/HR
\$1 - \$99,999	Information Architect	\$234.21	\$238.42	\$242.71	\$247.08	\$251.53
\$100,000 +	Information Architect	\$231.04	\$235.20	\$239.43	\$243.74	\$248.13
\$1 - \$99,999	Senior Software Engineer	\$217.33	\$221.24	\$225.22	\$229.27	\$233.40
\$100,000 +	Senior Software Engineer	\$205.72	\$209.42	\$213.19	\$217.03	\$220.94
\$1 - \$99,999	Software Engineer	\$193.06	\$196.54	\$200.07	\$203.68	\$207.34
\$100,000 +	Software Engineer	\$183.57	\$186.87	\$190.23	\$193.66	\$197.14

SECTION 2

In Section 2, the LACDA may request for additional consulting services for ongoing support, upgrades, unrelated to the scope of services, at the discretion of the LACDA, the following is the Contractor's hourly rate based upon the contractual year.

Line	Description	Hourly Rate
24	Year 2 Consulting Services Support	\$238.42
25	Year 3 Consulting Services Support	\$242.71
26	Year 4 Consulting Services Support	\$248.12
27	Year 5 Consulting Services Support	\$252.58

SECTION 3

In Section 3, the LACDA includes the pool of dollars ("Pool Dollars") available under this Agreement Exhibit B, Fee Schedule, for the purchase of additional consulting services for ongoing support, upgrades, unrelated to the scope of services of \$148,660, at the discretion of the LACDA, using the LACDA Contract Amendment under Paragraph 8.1 (Amendments). The total amount of available Pool Dollars shall be decreased by each Amendment under Paragraph 8.1 (Amendments) and may only be increased by executing an Amendment in accordance with Paragraph 8.1 (Amendments), for the Maximum Amount of this Contract shall be \$535,254.00 ("Maximum Amount") for the term of this Contract, including Pool Dollars and all applicable taxes.

Section 3.1: Amendment #2 for Enhancement Planning Functionalities

		Pool Dollars	\$148,660.00	
Line	Deliverable	Estimated Hours	Hourly Rate	Estimated \$
28	Change Board time-period to import Actuals from FY 12-13 <i>This change should be completed by the 1st week of September 2021.</i>	40	\$238.42	\$9,536.80
29	Create drill through for budget analysts <i>The enhancement to be completed by end of September 2021.</i>	16	\$238.42	\$3,814.72
30	Remaining changes <i>The enhancements to be completed by end of September 2021.</i>	40	\$238.42	\$9,536.80

31			Total	\$22,888.32
32		Pool Dollars Balance		\$125,771.68

Section 3.2: Amendment #3 for BOARD 12 Budgeting System Upgrade and Enhancements

Line	Description	Amount
33	Pool Dollars Balance	\$125,771.68
34	Transfer of Section 1, Line 22 - Annual Post Implementation Support	\$3,892.68
35	Total Update	\$129,664.36

Line	Deliverable	Estimated Hours	Hourly Rate	Estimated \$
36	B12 Technical Install, Environments Management	40	\$239.43	\$9,577.20
37	Operating Budget Model Upgrade	80	\$239.43	\$19,154.40
38	Personnel Budget Model Upgrade	80	\$239.43	\$19,154.40
39	Forecasting Model Upgrade	80	\$239.43	\$19,154.40
40	Cost Allocations Model Upgrade	80	\$239.43	\$19,154.40
41	Reporting Model Upgrade	40	\$239.43	\$9,577.20
42	Budget System Enhancements	132	\$239.43	\$31,604.76
43			Total	\$127,376.76
44			Pool Dollars Balance	\$2,287.60

Section 3.3: Amendment #4 for BOARD Performance Measurement Model and Portal and Budget Book

Line	Description	Amount
45	Pool Dollars Balance	\$2,287.69

Line	Deliverable	Estimated Hours	Hourly Rate	Estimated \$
46	Configure Management Model	140	\$248.12	\$34,736.80
47	Configure Performance Measurement Portal	140	\$248.12	\$34,736.80
48	Update/Configure Existing Data Model to Capture Budget Book Content ¹	160	\$248.12	\$39,699.20
49	Develop Budget Book Publication Component	340	\$248.12	\$84,360.80
50	Analyze Requirements, Configure Model, Test, Train & Deploy ²	420	\$248.12	\$104,210.40
51	Configure Data Model ²	340	\$248.12	\$84,360.80
52	Configure ACFR Publication Component ²	400	\$248.12	\$99,248.00
53	Board System Ad-Hoc Support ³	192	\$248.12	\$47,639.04
54	Subtotal			528,991.84
55	Pool Dollars			\$52,899.18
56	Additional Board Funds		Total	\$581,891.02

¹60 hours could be saved implementing Performance Measurement Model and Budget Book at the same time.

²The estimate is prepared based on high-level requirements and the Contractor's experience with municipalities similar in size and complexity.

³Support services include application troubleshooting, system changes, and various minor enhancements, requests as needed. The start and end date will be based upon contract amendment #4 execution.



**Chief
Information
Office**

Peter Loo
ACTING CHIEF INFORMATION OFFICER

DRAFT

Attachment I

CIO

ANALYSIS

BOARD AGENDA DATE:

Board date

SUBJECT: SUBJECT:

**APPROVAL OF CONTRACT AMENDMENT WITH NEUBRAIN LCC FOR
OPERATING BUDGET SYSTEM IMPLEMENTATION SERVICES**

CONTRACT TYPE:

☐ New Contract ☐ Sole Source ☒ Amendment to Contract

SUMMARY:

The Los Angeles County Development Authority (LACDA) is requesting Board authorization to execute Amendment Four to their Contract with Neubrain LCC (Neubrain) to acquire additional professional services to implement new functionality for their Board Business Intelligence and Performance Management Software, referred to as the Operating Budget System, which is hosted at LACDA's data center in Alhambra. Neubrain is a certified implementation partner for Board software.

The proposed Amendment will increase the Contract sum by \$581,891, including \$52,899 in pool dollars for additional as-needed work, and will increase the maximum Contract sum from \$535,254 to \$1,117,145. LACDA is also requesting authorization to amend the Contract to add or delete services and to utilize additional Contract pool dollars, and to include funding in their Fiscal Year 2023-2024 budget for the Amendment costs. It is also asking the Board to find that the Contract is not subject to the California Environmental Quality Act.

On March 10, 2020, the Board approved delegated authority for LACDA to execute the base Contract with Neubrain for a term of five years, from March 16, 2020 through March 15, 2025, for a maximum Contract sum of \$535,254. This Contract enabled LACDA to upgrade their Operating Budget System to the latest version of the Board software and provided new functionality to meet its budget and financial needs. The upgrade project was completed in November 2020

Under this proposed Amendment, LACDA plans to implement the following enhancements to their Operating Budget System: 1) Board Performance Measure Model and Portal to capture, aggregate, and display metrics and key performance indicators and integrate them into the budget process; 2) Board Budget Book content capture and publishing that streamlines the collection and display of numeric and text data published in the LACDA's annual budget book; 3) Capital/Grants Budgeting Model that automates the creation, budgeting, analysis, and reporting of the capital project budgeting tasks; and 4) Annual Comprehensive Financial Report Model (ACFR) that streamlines the collection and display of numeric and text data published in the ACFR.

Contract Amendment: \$581,891 including \$52,899 in pool dollars

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Board Letter Subject/Title

FINANCIAL ANALYSIS:

Contract costs:

Base Contract – Amendment Three..... \$ 535,254¹

Amendment 4

Implementation Services \$ 481,353²

Ad-Hoc Support Services..... \$ 47,639³

Contract Pool Dollars² \$ 52,899⁴

Total Amendment 4 Costs: \$ 581,891

Total Maximum Contract Sum: \$1,117,145

Notes:

¹Base contract maximum Contract sum authorized by the Board on March 10, 2020

²System implementation services including requirements analysis, software configuration, testing, training, and deployment.

³As needed application maintenance, minor application enhancements, training and documentation, etc.

⁴Contract pool dollars for optional work (e.g., adjustments to scope of work, future system enhancements, and future upgrades) approved by LACDA in accordance with the terms of the Contract

RISKS:

- 1. Project Management and Governance** – To ensure a successful project success, the OCIO recommends a strong project governance and dedicated project manager to ensure adherence to schedule and budget, to manage scope changes, to manage contractor performance, and to represent the needs and acceptance of LACDA business users. The OCIO has reviewed the proposed project governance has determined it is appropriate. The Project Executive Sponsor is LACDA's Finance and Budget Director, the Business Lead is LACDA's Finance & Budget Supervisor responsible for verifying that project deliverables meet desired capabilities, the Acting Information Technology (IT) Manager from LACDA's IT Division will serve as Project Manager responsible for planning and managing activities during the project implementation.
- 2. Lack of Contractor Performance** – A critical factor in the success of the project is management of Contractor performance. The Contract includes a Quality Assurance Plan that includes Performance Requirements with fees to be assessed in the event the performance standards are not addressed, and those fees should be sufficient to compel performance.
- 3. Information Security Review** – The Contract was reviewed by LACDA's Information Security Officer and a County Deputy Information Security Officer. They assessed that these services are low risk and no security concerns were raised. The Contractor team will perform most of their work remotely within a secure VDI session with limited access rights, and once project is completed all contract user accounts will be deleted. In addition, LACDA represents that system will contain no personally identifiable information and system processing will be done locally at their data center.
- 4. Contract Risks** – No Contract risks have been identified. County Counsel participated in its negotiation and approved the Contract as to form.

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Board Letter Subject/Title

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING CHIEF INFORMATION OFFICER

DATE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	09/20/2023				
BOARD MEETING DATE	10/17/2023				
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th				
DEPARTMENT(S)	Treasurer and Tax Collector (TTC)				
SUBJECT	Approve Sole Source Contract with Panoramic Software, Inc. (Panoramic) for the provision of Fiduciary Electronic Information System (FIDELIS formerly Client and Asset Management System)				
PROGRAM	N/A				
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: To replace TTC/ Public Administrator's (PA) Client and Asset Management System (CAMS) which has reached end-of-life. This will enable the PA to meet statutory requirements to account for and safeguard assets.				
DEADLINES/ TIME CONSTRAINTS					
COST & FUNDING	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Total cost: \$2,377,100</td><td style="width: 50%; border: none;">Funding source: Departmental Budget</td></tr> </table>			Total cost: \$2,377,100	Funding source: Departmental Budget
Total cost: \$2,377,100	Funding source: Departmental Budget				
	TERMS (if applicable): Three Years with Two One-Year Option Years and/or six month-to-month.				
	Explanation: *Includes initial data conversion, training, and system deployment: \$115,000 **Includes Maintenance and Support: \$1,746,000 ***Includes \$300,000 in Professional/Other Services and \$216,100 in Pool Dollars				
PURPOSE OF REQUEST	To replace the PA CAMS which has reached end-of-life, permitting the PA to meet the statutory requirements to account for and safeguard assets.				
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>CAMS was developed using Oracle software, and the TTC was notified that this legacy system platform has reached end-of-life and will not be supported long-term. Although the Internal Services Department procured extended support from Oracle through December 2023, Oracle has not committed to extending support beyond that date. The TTC explored multiple options before recommending this Sole Source Contract negotiation. TTC issued a Request for Information on October 28, 2021, and sought responses to determine whether an existing off-the-shelf product would meet the operational needs of the PA. After reviewing and testing multiple software solutions, we determined that Panoramic, which currently services 80% of the PA and Public Guardian programs statewide, offered a compatible replacement system at a fraction of our current annual costs.</p> <p>On April 26, 2023, Board of Supervisors approved Notice of Intent to Negotiate Sole Source Contract with Panoramic.</p>				
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:				
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:				
DEPARTMENTAL CONTACTS	Name, Title, Phone No. and Email: Keith Knox, Treasurer and Tax Collector, (213) 974-2101, kknox@ttc.lacounty.gov Elizabeth Buenrostro Ginsberg, Chief Deputy TTC, (213) 974-0703, eginsberg@ttc.lacounty.gov Lisa Proft, Assistant Treasurer and Tax Collector, (213) 974-0418, lproft@ttc.lacounty.gov				



KEITH KNOX
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
LINDSEY P. HORVATH
Third District
JANICE HAHN
Fourth District
KATHRYN BARGER
Fifth District

October 17, 2023

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:

**APPROVE SOLE SOURCE CONTRACT WITH
PANORAMIC SOFTWARE, INC TO PROVIDE
THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County Department of Treasurer and Tax Collector requests the Board's approval of a Sole Source contract with Panoramic Software, Inc. (Panoramic) to provide the Fiduciary Electronic Information System (FIDELIS) which will replace the legacy Client and Asset Management System (CAMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board of Supervisors (Board) to sign the attached sole source Contract (Exhibit I) with Panoramic to provide FIDELIS to the County of Los Angeles (County) Department of Treasurer and Tax Collector (TTC) commencing upon the first calendar day of the month following Board approval, for a three year term, with an option to extend the Contract for up to two one-year extensions and/or six month-to-month extensions, with a maximum Contract Sum not to exceed \$2,377,100, which is comprised of (i) \$2,161,000 for service costs and (ii) \$216,100 for Pool Dollars for acquisition of Additional Work.
2. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, or state, or local law or regulation, or as required

by the Board and/or Chief Executive Office, which are not part of the Statement of Work (SOW); and (ii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership, with both actions subject to prior approval as to form by County Counsel.

3. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one-year renewals and/or six month-to-month extensions; and (ii) increase the Contract Sum by no more than 10% annually to allow for unanticipated increases in work volume, or special services, subject to prior approval by County Counsel.
4. Delegate authority to the Treasurer and Tax Collector, or his designee, to execute Amendments and/or Change Notices to modify the terms of the SOW as operationally necessary, provided the TTC obtains County Counsel's approval prior to the execution of such Amendments and/or Change Notices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Treasurer and Tax Collector is the *ex officio* Public Administrator (PA) for the County, and the PA is responsible for administering decedent estates in accordance with the California Probate Code. To manage cases and account for every item collected, the PA worked with cFive Information Systems, Inc., and in 2011, created CAMS. CAMS was developed using Oracle software, and the TTC was notified that this legacy system platform has reached end-of-life and will not be supported long-term. Although the Internal Services Department (ISD) procured extended support from Oracle through December 2023, Oracle has not committed to extending support beyond that date.

The TTC explored multiple options before recommending this sole source contract. The TTC reached out to both ISD and Oracle for any viable options, however due to risks and estimated cost, the TTC did not pursue these options. Subsequently the TTC issued a Request for Information (RFI) to explore whether an existing off-the-shelf product could meet its operational needs and received several responses. After reviewing and testing multiple software solutions, we determined that Panoramic offered a compatible replacement system at a fraction of our current, annual costs.

Panoramic's software solution is available for immediate implementation, with minor modifications. This allows the TTC to meet the end-of-life deadline of the legacy CAMS system and mitigate the risks associated with an unsupported system.

The FIDELIS services provided under this Contract are unique to the PA and include case management, inventory tracking, safeguarding, and accounting for decedent assets through estate administration, pursuant to the Probate Code.

Background

Panoramic currently offers software solutions to the majority of similar programs statewide. This eliminates the vendor's significant learning curve associated with a custom developed software solution. In addition, the TTC benefits from previously developed program enhancements in other jurisdictions.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The maximum Contract Sum for the entire term of the Contract, including optional term extensions, is \$2,377,100. Funding for FIDELIS has been included in the TTC's Fiscal Year 2023-24 Budget and will be included in each subsequent year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 31000, the Board is authorized to contract for special services.

The recommended Contract contains your Board's standard Terms and Conditions, with the exception of Integrated Pest Management, Compliance with the County's Living Wage Program, and Health Insurance Portability and Accountability Act of 1996, which are inapplicable to the Contract.

The Contract expressly provides that the County does not have an obligation to pay for services by Panoramic that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance.

CONTRACTING PROCESS

On April 26, 2023, pursuant to Board Policy 5.100, the TTC provided the Board with notification of its intent to enter into negotiations for a sole source Contract. Four weeks after, the TTC began negotiations with Panoramic and was able to negotiate the best possible pricing for the County.

County Counsel has approved the Contract, as to form. The CIO reviewed the Board letter and Contract. The CIO concurs with the TTC's recommendation and attached is its analysis (Attachment A). The County's Information Security Officer reviewed the Contract and determined that it contains the County's currently approved information security requirements language.

The TTC has determined that the recommended Contract is exempt from Proposition A (County Code Chapter 2.121), and the Living Wage Program (County Code Chapter 2.201) does not apply.

A summary of the Community Business Enterprise Program Statistical Information for the recommended Contractor is included (Attachment B). On final analysis and consideration of award, the TTC selected the Contractor without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

IMPACT ON CURRENT SERVICES

The current Oracle System will reach end of life in December 2023, Oracle has not committed to extending support beyond that date. Approval of the recommended Contract will enable the PA to continue to manage cases and account for every item collected when administering estates pursuant to the Probate Code.

Respectfully submitted,

Reviewed By:

KEITH KNOX

PETER LOO

Treasurer and Tax Collector

Acting Chief Information Officer

KK:EBG:LP:EVT:MV:SA:lac

Enclosures

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



**Chief
Information
Office**

Peter Loo
ACTING CHIEF INFORMATION OFFICER

DRAFT

CIO

ANALYSIS

Attachment

BOARD AGENDA DATE:

10/17/2023

SUBJECT:

**APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO
PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #:

SUMMARY:

Description:

The department of the Treasurer and Tax Collector (TTC) is requesting the Board's approval of a sole source contract with Panoramic Software, Inc. (Panoramic) to provide the Fiduciary Electronic Information System (FIDELIS), a cloud-based managed solution, which will replace the current Client and Asset Management Legacy System (CAMS). The recommended contract is for a three-year term, with two one-year extensions and six month-to-month extensions, with a Maximum Contract Sum not to exceed \$2,377,100. The Maximum Contract Sum is comprised of \$2,161,000 for service costs and \$216,100 for Pool Dollars.

TTC also request delegated authority to execute amendments to the contract to: (i) add, delete, and/or change certain terms and conditions as mandated by federal, state, or local law or regulation, or as required by the Board and or the Chief Executive Office; and (ii) approve assignment and delegation of the contract, resulting from acquisitions, mergers, or other changes in ownership, with both actions subject to prior approval as to form by County Counsel.

TTC also request delegated authority to execute Change Notices or Amendments to the Contract to: (i) exercise the optional two one-year renewals and six month-to-month extensions; and (ii) increase the Contract Sum by no more than 10% annually to allow for unanticipated increases in work volume, or special services, subject to prior approval by County Counsel.

APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM

TTC also request delegated authority to execute Amendments and/or Change Notices to modify the terms of the SOW as operationally necessary, provided the TTC obtains County Counsel approval prior to the executions of such Amendments/Change Notices.

Contract Amount: \$2,377,100

FINANCIAL ANALYSIS:

Contract costs:

Data Conversion, Training, System Deployment	\$	115,000
Maintenance and Support for the full term	\$	1,746,000
Professional/Other Services	\$	300,000
Pool Dollars.....	\$	216,100

Total costs:..... \$ 2,377,100

Notes:

The Maximum Contract Sum for the entire term of the Contract, including optional term extensions is \$2,377,100. Funding for FIDELIS has been included in the TTC's FY 2023-24 Budget and will be included in each subsequent year's budget.

TTC is currently paying \$1,200,000 per year for licensing, ISD hosting and maintenance for the current CAMS system. Over the next 4.5 years (term of the recommended Contract), TTC would pay \$5,400,000. Because the Maximum Contract Sum of the recommended contract is \$2,377,100, TTC anticipates saving \$3,022,900 over the term of the recommended Contract.

RISKS:

- Quality of Services:** In 2011, the TTC Public Administrator worked with cFive Information Systems to develop CAMS using Oracle software. However, this system has reached end-of-life and will not be supported long term. ISD procured extended support from Oracle through December 2023, but Oracle has not committed to extending support beyond that date. The Proposed Contract for the new system includes an appropriate Service Level Agreement that requires 99% system availability during prime hours (7am-7pm) and 95% system availability during non-prime hours (7pm-7am). Severity Levels for outages are clearly defined (Urgent, High, Medium, Low) each with its documented response time and specific service credits, if response times are not met. Outage Notification Objectives are also documented. There is also a Quality Assurance Plan that the County will use to evaluate the Contractor's performance and Quality Control and Business Continuity Plans that the Contractor must establish to ensure that requirements of the Contract are met. Each Contractor invoice will include a 20% Holdback. The Statement of Work for this proposed Contract is well-structured and includes detailed Deliverables including (costs are defined per Deliverable):

APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM

- Data Conversion and Migration Plan
- Conversion Test Results
- Testing Strategy, Plans and Procedures
- System Training and Documentation
- Technical Configuration and System Implementation Plan
- System Cutover and Production Installation Plan

2. **Project Management and Governance:** The Office of the CIO (OCIO) recommends strong project governance and a dedicated project manager to adhere to schedule, budget and scope, and to manage vendor performance. The OCIO has verified that there will be an Executive Sponsor and Project Manager from TTC. Because TTC's Public Administrator and DMH's Public Guardian functions currently share a system (CAMS), the OCIO requested that TTC explore the possibility of remaining on one system to reduce costs and improve negotiating position. However, after exploring that option, TTC determined that there was no advantage to remaining on one system because the Contractor provides the PA and PG system modules separately. TTC explored multiple options before recommending this sole source contract, including working with ISD and Oracle to discuss extended support for the current system. However, because of risks associated with the unsupported platform and cost, TTC did not pursue this option. Instead, TTC conducted a market scan and tested multiple systems before selecting Panoramic. The system offered by Panoramic is unique to the PA, and Panoramic currently provides software solutions to the majority of similar programs statewide.
3. **Information Security:** The County's Office of the Chief Information Security Officer reviewed the security components of this Contract and indicated that the security documents are in order for a Software-as-a-Service implementation. The Contract includes Cyber Liability Insurance with limits of \$2 million per occurrence and in the aggregate.
4. **Contract Risks:** No Contract risks have been identified. County Counsel approved the proposed Contract as to form. The contract includes:
 - Commercial General Liability of \$1 million per occurrence and \$2 million in general aggregate.

**APPROVE SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO
PROVIDE THE FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

PREPARED BY:

(NAME) DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

PETER LOO, ACTING CHIEF INFORMATION OFFICER

DATE

**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION
FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

TITLE		REFERENCE			
1 FIRM/ORGANIZATION INFORMATION		The following information gathered below is for statistical purposes only. On final analysis and consideration of award, contractor was selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.			
Total Number of Employees in California:		15			
Total Number of Employees (including owners):		25			
Race/Ethnic Composition of Firm. Enter the make-up of Owners/Partners/Associate Partners into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Percentage of how ownership of the firm is distributed		
	Male	Female	Male	Female	
Black/African American			%	%	
Hispanic/Latino			%	%	
Asian or Pacific Islander			%	%	
Native Americans			%	%	
Subcontinent Asian			%	%	
White	1		100%	%	

[illegible]



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

PANORAMIC SOFTWARE, INC.

FOR

FIDUCIARY ELECTRONIC INFORMATION SYSTEM

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1 APPLICABLE DOCUMENTS	2
2 DEFINITIONS	2
3 WORK	6
4 TERM OF CONTRACT	7
5 CONTRACT SUM.....	7
5.1 TOTAL CONTRACT SUM	7
5.2 WRITTEN APPROVAL FOR REIMBURSEMENT	8
5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM	8
5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION- TERMINATION OF CONTRACT	9
5.5 INVOICES AND PAYMENTS	9
5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER	11
6 ADMINISTRATION OF CONTRACT - COUNTY.....	12
6.1 COUNTY'S ADMINISTRATION	12
6.2 COUNTY'S PROJECT DIRECTOR	12
6.3 COUNTY'S PROJECT MANAGER.....	13
6.4 COUNTY'S CONTRACT MONITOR.....	13
6.5 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO).....	13
6.6 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)	13
7 ADMINISTRATION OF CONTRACT - CONTRACTOR.....	13
7.1 CONTRACTOR'S PROJECT DIRECTOR.....	13
7.2 CONTRACTOR'S PROJECT MANAGER/ALTERNATE PROJECT MANAGER	14
7.3 CONTRACTOR'S EMPLOYEES	15
7.4 CONTRACTOR'S STAFF IDENTIFICATION	16
7.5 BACKGROUND AND SECURITY INVESTIGATIONS	17
7.6 CONFIDENTIALITY	18
8 STANDARD TERMS AND CONDITIONS.....	20

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.1 CHANGE NOTICES AND AMENDMENTS	20
8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS.....	21
8.3 WARRANTIES	22
8.4 BUDGET REDUCTIONS	22
8.5 COMPLAINTS.....	22
8.6 COMPLIANCE WITH APPLICABLE LAW	23
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS	24
8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	24
8.9 CONFLICT OF INTEREST	25
8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST	26
8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	26
8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT	27
8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW	29
8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	29
8.15 COUNTY'S QUALITY ASSURANCE PLAN	29
8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	30
8.17 EMPLOYMENT ELIGIBILITY VERIFICATION	30
8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS	30
8.19 FAIR LABOR STANDARDS.....	31
8.20 FORCE MAJEURE	31
8.21 GOVERNING LAW, JURISDICTION, AND VENUE	32
8.22 INDEPENDENT CONTRACTOR STATUS	32
8.23 INDEMNIFICATION	32
8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	33
8.25 INSURANCE COVERAGE	37
8.26 LIQUIDATED DAMAGES	39
8.27 MOST FAVORED PUBLIC ENTITY	40

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION	40
8.29 NON EXCLUSIVITY	41
8.30 NOTICE OF DELAYS	41
8.31 DISPUTE RESOLUTION PROCEDURE	42
8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	44
8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	44
8.34 NOTICES	44
8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION	44
8.36 CALIFORNIA PUBLIC RECORDS ACT	44
8.37 PUBLICITY	45
8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT	45
8.39 RECYCLED BOND PAPER	47
8.40 SUBCONTRACTING	47
8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	49
8.42 TERMINATION FOR CONVENIENCE	49
8.43 TERMINATION FOR DEFAULT	50
8.44 TERMINATION FOR IMPROPER CONSIDERATION	51
8.45 TERMINATION FOR INSOLVENCY	52
8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	52
8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS	53
8.48 EFFECT OF TERMINATION	53
8.49 VALIDITY	54
8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS	54
8.51 WAIVER	55
8.52 WARRANTY AGAINST CONTINGENT FEES	55
8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	55

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	56
8.55 TIME OFF FOR VOTING	56
8.56 TRANSITION SERVICES	56
8.57 ACCEPTANCE	56
8.58 INTEGRATION/INTERFACING	58
8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION	58
8.60 TIME IS OF THE ESSENCE	59
8.61 NO OFFSHORE WORK	59
8.62 SEVERABILITY	59
8.63 CONTRACT DRAFTED BY ALL PARTIES	59
8.64 NO THIRD-PARTY BENEFICIARIES	60
8.65 GREEN INITIATIVES	60
8.66 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING	60
8.67 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES	60
8.68 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	60
8.69 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS	61
8.70 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)	61
8.71 INJURY AND ILLNESS PREVENTION PROGRAM	61
9 UNIQUE TERMS AND CONDITIONS	61
9.1 CONTRACTOR BUSINESS REQUIREMENTS	61
9.2 CONTRACTOR WORKING PAPERS AND PROPRIETARY MATERIALS	61
9.3 INFORMATION SECURITY AND PRIVACY REQUIREMENTS	62
10 SURVIVAL	62

STANDARD EXHIBITS

- A** Statement of Work
- A1** Statement of Work Attachments
- A2** Statement of Work and Contract Technical Exhibits
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution (Confidentiality Forms)
- G** Safely Surrendered Baby Law
- H** Defaulted Property Tax Reduction Program

UNIQUE EXHIBITS

- I** Information Security and Privacy Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND
PANORAMIC SOFTWARE, INC.
FOR
FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

This Contract ("Contract") made and entered into this ____ day of _____, 2023 by and between the County of Los Angeles, hereinafter referred to as County and Panoramic Software, Inc., hereinafter referred to as "Contractor." Contractor is located at 32932 Pacific Coast Highway #14-482 Dana Point, CA 92629.

RECITALS

WHEREAS, pursuant to California [Government Code Section 31000](#) and [Government Code Section 23004](#), the Board of Supervisors (Board) is authorized to contract for special services on behalf of the County, and County officer or department, or any district or court in the County; and

WHEREAS, pursuant to California Government Code Section 26227, which authorizes the Board to expend funds necessary to meet the social needs of the county population; and

WHEREAS, the County desires to contract with a private firm for a Fiduciary Electronic Information System and the County has determined that the Fiduciary Electronic Information System to be provided under this Contract are extraordinary and necessary; and

WHEREAS, the Contractor is a private firm specializing in providing a client and asset management system; and

WHEREAS, the TTC, on behalf of the County, will administer said Contract.

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

1 APPLICABLE DOCUMENTS

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

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit A1	Statement of Work Attachments
Exhibit A2	Statement of Work and Contract Technical Exhibits
Exhibit B	Pricing Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution (Confidentiality Forms)
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Defaulted Property Tax Reduction Program

Unique Exhibits:

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

2 DEFINITIONS

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

- 2.1 Additional Work:** System customizations, enhancements, modifications, and/or Professional Services, which may be provided by the Contractor to the County upon County's request and approval in accordance with Subparagraph 3.4.
- 2.2 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.3 Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.6 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 2.7 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.8 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.9 Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.10 Contractor's Project Manager/Contractor's Alternate Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.11 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Contract.
- 2.12 County:** The County of Los Angeles.
- 2.13 County Data:** All of the County's confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract (County Data), will be and remain the property of County, and County shall retain exclusive rights and ownership thereto. The

County Data will not be used by Contractor for any purpose other than as required under this Contract, nor will such data or any part of such data be disclosed, sold, assigned, leased, or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

- 2.14 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.15 County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.16 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.17 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.18 Day(s):** Calendar day(s), unless otherwise specified.
- 2.19 Deliverables:** Whether singular or plural, will mean any task, subtask, good, work, or items and/or services provided or to be provided by the Contractor under this Contract identified, by designation or context, in the SOW, Exhibits, Attachments, Schedules, or any document associated with the foregoing.
- 2.20 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, and any revisions, supplements, or updates thereto.
- 2.21 Effective Date:** The date of approval of this Contract by County's Board of Supervisors or as indicated in Paragraph 4, Term of Contract..
- 2.22 Final Acceptance:** The County's written approval of the System as more fully described in Exhibit A, SOW.
- 2.23 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.24 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or

convert data in a format used by the County or a third-party to a format supported at County or vice versa.

- 2.25 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.
- 2.26 Proposal:** A Contractor's response to an RFP detailing the Contractor's proposed work specifications and pricing for performing the work requested in the County's solicitation.
- 2.27 Pool Dollars:** The maximum amount allocated under this Contract for the provision by Contractor of Additional Work approved by the County in accordance with the Terms of this Contract.
- 2.28 Production Use:** The actual use of the System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the System.
- 2.29 Professional Services:** Services including, but not limited to, consulting services, additional training and/or customizations, which Contractor may provide upon County's request therefore in the form of Additional Work in accordance with Subparagraph 3.4.
- 2.30 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in Exhibit A, SOW.
- 2.31 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.32 Services:** Collectively, all functions, responsibilities, tasks, subtasks, deliverables, goods, and other services: (a) specifically identified in the SOW; (b) identified in this Contract as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Contract. Without increasing the scope of the Services, if any component task, subtask, service, or function is: (i) an inherent or necessary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph; or (ii) a customary part of the Services defined in subparts (a), (b), or (c) of this Subparagraph, and not in conflict with Contractor's established methods of providing services and as to a service(s) within either subpart (i) and (ii) of this sentence above, is not specifically described in this Contract, then such service or function will be deemed to be part of the Services. Any hardware and/or software provided to the County by the Contractor pursuant to this Contract will be deemed part of the Services.
- 2.33 Specifications:** Any and/or all of the following: (i) all functional and operational requirements and/or features included in the SOW; (ii) all requirements set forth in this Contract; (iii) the Documentation, to the extent not inconsistent with any of

the foregoing; (iv) all specifications provided or made available by the Contractor under this Contract, but only to the extent: (a) not consistent with any of the foregoing; and (b) acceptable to the County in its sole discretion; and (v) all written and/or electronic materials furnished or made available by or through Contractor regarding the System, including functionality, features, capacity, availability, response times, accuracy, or any other performance or other System criteria or any element of the System, but only to the extent not inconsistent with any of the foregoing.

- 2.34 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract, attached as Exhibit A.
- 2.35 System:** The software solution, and services, including, without limitation, all components, equipment, software, hardware, and documentation, as specified, created, and/or requested under this Contract.
- 2.36 Third-Party Software:** All software and content licensed, leased or otherwise obtained by the Contractor from a third-party, and used with System or used for the performance of the Services.
- 2.37 Treasurer and Tax Collector:** The appointed official of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.38 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.39 Update(s):** 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; (b) an aggregation of fixes, updates, or significant new features, functionality or performance improvements (sometimes accompanied by a change in the reference to the software such as a change in the number to the left of the period in the version numbering format X.XXX); or (c) any modifications to the software designed to improve its operation, usefulness, or completeness that is made generally available by the Contractor to its other customers.

3 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein, including, but not limited to, Exhibit A (SOW).
- 3.2** The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract must conform to high professional standards as exist in the Contractor's profession or field of practice.
- 3.3** If the Contractor provides any tasks, deliverables, goods, services, and/or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor without consideration, and the

Contractor will have no claim whatsoever against the County for those tasks, goods, services, and/or other work.

- 3.4** Upon County's written request and mutual approval pursuant to the terms of this Contract, Contractor must provide Additional Work, including customizations, enhancements, additional programming, and/or Professional Services, in accordance with this Subparagraph and Exhibit A (SOW), at the applicable pricing terms set forth in Exhibit B (Pricing Schedule).

4 TERM OF CONTRACT

- 4.1** The Contract Term will commence upon approval by the Board and will continue for three years following Final Acceptance under the Contract terms, unless sooner terminated or extended in whole or in part, as provided in this Contract.
- 4.2** After the initial term, the TTC will have the sole option to extend the Contract Term for up to two additional one-year and/or six month-to-month extensions, for a maximum total Contract Term of five years and six months. The TTC may exercise each such extension option at its sole discretion. In the event the TTC desires to renew the Contract by exercising an option term, the TTC will provide Contractor with a written notice of intent to renew the Contract at least 30 Calendar Days prior to the expiration of the then current term of the Contract. The option to renew will be set forth in writing, as provided in Subparagraph 8.1.5 (Change Notices and Amendments) of this Contract.
- 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 must notify the County's Project Director when this Contract is within six months of the expiration of the Contract Term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to the County's Project Director at the address herein provided in Exhibit D (County's Administration).

5 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

- 5.1.1** The maximum Contract Sum under the terms of this Contract will be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B (Pricing Schedule) and must not exceed the Contract Sum \$2,377,100.00. Any adjustments to the Contract Sum must be in accordance with Subparagraph 8.1, Change Notices and Amendments.

- 5.1.2** Contract rates specified in Exhibit B, Pricing Schedule, must remain firm and fixed for the Contract Term including all option extensions.
- 5.1.3** The Contractor will not be entitled to payment or reimbursement for any tasks, deliverables or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.
- 5.1.4** The maximum Contract Sum in Subparagraph 5.1.1 must be deemed to include all amounts necessary for County to reimburse Contractor for all applicable California and other State and local sales/use taxes on the System and all software provided by the Contractor to the County pursuant to or otherwise due as a result of this Contract, including, but not limited to, the product of as-needed Services and enhancements or changes to the System, to the extent applicable. All California sales/use taxes must be paid directly by the Contractor to the State or other taxing authority. Contractor will be solely liable and responsible for, and must indemnify, defend, and hold harmless the County from all applicable California and other State and local sales/use tax on all other items provided by the Contractor pursuant to this Contract and must pay such tax directly to the State or other taxing authority. In addition, Contractor will be solely responsible for all taxes based on Contractor's income or gross revenue, or personal property taxes levied or assessed on Contractor's personal property to which the County does not hold title.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

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

5.3 NOTIFICATION OF 75% OF TOTAL CONTRACT SUM

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written

notification to the County's Project Director at the address herein provided in Exhibit D, County's Administration.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

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

5.5 INVOICES AND PAYMENTS

- 5.5.1** The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, SOW, and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments will be as provided in Exhibit B, Pricing Schedule, and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work. The making of any payment or payment by the County, or receipt thereof by the Contractor, will not imply Final Acceptance (as defined in Exhibit A, SOW) by the County of such items or the waiver of any warranties or requirements of this Contract.
- 5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B, Pricing Schedule. Failure to comply with prices as established in Exhibit B, Pricing Schedule, may result in assessed liquidated damages. The assessment of liquidated damages does not relieve the Contractor from the responsibility of correcting invoices.
- 5.5.3** TTC will pay all invoices via Electronic Funds Transfer. The Contractor is solely responsible for the direct deposit account registration with the County and updating banking information timely if there are any changes at ttcbudget@ttc.lacounty.gov.
- 5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5** The Contractor's invoices must be legible and contain the information set forth in Exhibit A, SOW, describing the tasks, deliverables, goods, services, work hours, and/or other work for which payment is claimed. Each monthly invoice must include the following information:

- Contractor's name and address
- TTC's name and address
- Invoice date
- Unique invoice number
- Month/Year when service was delivered
- Contractor's Tax Identification Number
- Contractor's Vendor Identification Number that the County assigns
- Remittance Address
- Contract Name and Number
- Tasks, subtasks, deliverables, goods, services or other work as described in Exhibit A, SOW, and Exhibit B, Pricing Schedule, for which payment is claimed
- Each line item on the invoice should be numbered sequentially

5.5.6 All invoices and supporting documentation must be submitted via email to:

tcbudget@ttc.lacounty.gov

5.5.7 The County's Project Manager may request Contractor to provide a revised, annotated invoice based on an identified discrepancy. Revised or corrected invoices must be properly marked. Revised invoices must indicate "Revised" if using the same invoice number, or "Cancel/Supersede" and reference the original invoice number, if using a new invoice number.

5.5.8 The Contractor must not invoice the County in advance, nor will the Contractor be entitled to advance payment for any tasks, subtasks, deliverables, goods.

5.5.9 HOLDBACKS

County will hold back 20% of the amount of each invoice submitted by the Contractor under this Contract and approved by the County pursuant to Subparagraph 5.5, Invoices and Payments. With respect to (i) the work completed and delivered by the Contractor prior to Final Acceptance in accordance with the project plan, the cumulative amount of such holdbacks will be due and payable to the Contractor upon Final Acceptance, and (ii) the work completed and delivered by the Contractor via Change Notices or Amendments following Final Acceptance, the cumulative amount of the applicable holdbacks will be

due and payable to the Contractor upon County's Acceptance of such work, all subject to adjustment of any amounts arising under this Contract owed to the County by the Contractor including, but not limited to, any amount arising from Subparagraph 5.5.11, Disputed Fees, and any partial termination of any Task or Deliverable set forth in Exhibit A, SOW, provided herein.

5.5.10 COUNTY APPROVAL OF INVOICES

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

5.5.11 DISPUTED FEES

County will review each invoice and report any discrepancies or disputed fees to the Contractor in writing or email within 15 working days from receipt of an invoice. Within 30 calendar days after the Contractor receives County notification of any discrepancies or disputed fees, the Contractor must provide County a written justification detailing the basis for such fees. If County does not hear from the Contractor within the 30-calendar day period, the discrepancies noted, and charges approved by County will be deemed accepted and agreed to by the Contractor. County must authorize payment of disputed fees promptly upon resolution of such dispute to the reasonable satisfaction of County and the Contractor.

5.5.12 OVERPAYMENT OF INVOICES

Any overpayment received by the Contractor must be returned to County within 30 days of discovery by the Contractor or notification by the County's Project Manager, whichever occurs first.

5.6 DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

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

5.6.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is

reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.6.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.6.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6 ADMINISTRATION OF CONTRACT - COUNTY

6.1 COUNTY'S ADMINISTRATION

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

The TTC will assign a County Project Director, a County Project Manager and a County Contract Monitor to provide, among other things, overall management and coordination of the Contract and act as liaisons for the TTC.

The TTC will notify the Contractor in writing of the names, addresses, and telephone numbers of the individuals designated to act as the County's Project Director, County's Project Manager and County's Contract Monitor.

6.2 COUNTY'S PROJECT DIRECTOR

- 6.2.1** The County's Project Director is responsible for ensuring that the Contractor meets the objectives of this Contract and determines the Contractor's compliance with this Contract. This includes inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- 6.2.2** The County's Project Director is responsible for providing, among other things, overall direction to the Contractor in the areas relating to County and TTC policy, information requirements, and procedural requirements. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 6.2.3** The County's Project Director is not authorized to make any changes in any of the terms and conditions of this Contract, except as permitted in accordance with Subparagraph 8.1, Change Notices and Amendments, of this Contract, and is not authorized to further obligate the County in any respect whatsoever.

6.3 COUNTY'S PROJECT MANAGER

6.3.1 The County's Project Manager is responsible for managing all operational matters under the Contract; requesting meetings as needed with the Contractor's Project Manager; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.4 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the County's Contract Manager.

6.5 COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO)

The DCIO is responsible for managing the planning, design, coordination, development, implementation, and maintenance of the TTC's information systems.

6.6 COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO)

The DISO develops and implements departmental Information Technology (IT) security application, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the TTC's IT infrastructure.

7 ADMINISTRATION OF CONTRACT - CONTRACTOR

The Contractor must assign a sufficient number of employees to perform the required work. The Contractor must appoint at least one authorized employee, determined and agreed upon between the Contractor and the TTC, to act for the Contractor in every detail and that employee must speak and read fluently in English.

A listing of all of Contractor's Administration referenced in the following Subparagraphs is designated in Exhibit E, Contractor's Administration. The Contractor will notify the County's Project Director and County's Project Manager in writing of any changes as they occur.

7.1 CONTRACTOR'S PROJECT DIRECTOR

7.1.1 The Contractor's Project Director must be a full-time employee of the Contractor. The Contractor's Project Director must be a principal officer in the Contractor's office to service this Contract and to act as a liaison for the Contractor in coordinating the performance of services under the Contract. The Contractor must provide the County's Project

Director and County's Project Manager, in writing of the name, address, and telephone number of the individual designated to act as the Contractor's Project Director at the time this Contract is implemented and as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Project Director. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.1.2 The Contractor's Project Director must be responsible for the Contractor's performance of all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor and ensure the Contractor's compliance with the Contract. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.

7.1.3 The Contractor's Project Director must be available to meet and confer with the County's Project Director on an as-needed basis either in person or by telephone as mutually agreed upon by the parties, to review Contract performance and discuss Contract coordination. Such meetings will be conducted at a time and place as mutually agreed upon by the parties.

7.2 CONTRACTOR'S PROJECT MANAGER/ALTERNATE PROJECT MANAGER

7.2.1 The Contractor's Project Manager, and a designated alternate (Alternate Project Manager) must be a full-time employee of the Contractor. The Contractor must provide the County's Project Director and County Project Manager with the information specified on Exhibit E, Contractor's Administration, for the individual designated to act as the Contractor's Project Manager and Alternate Project Manager at the time this Contract is implemented and as changes occur during the Contract Term. Such notification must be made by the Contractor no later than five business days after a change occurs and will include a current resume for the new Contractor's Project Manager. The County will have the right to approve the assignment or replacement of any personnel by the Contractor.

7.2.2 The Contractor's Project Manager/Alternate Project Manager must have full authority to act on behalf of the Contractor on all matters related to the Contractor's day-to-day activities as related to the Contract and must coordinate with County's Project Manager on a regular basis.

- 7.2.3** The Contractor's Project Manager/Alternate Project Manager must be available during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time (PT), Monday through Friday, for telephone and email contact and to meet as needed with the County's Project Manager to discuss the Contract.

7.3 CONTRACTOR'S EMPLOYEES

- 7.3.1** The Contractor is responsible for providing training and supervising employees assigned to perform services under this Contract. All employees assigned by the Contractor to perform these services must at all times be employees of the Contractor; and the Contractor must have the sole right to hire, suspend, discipline, or discharge them. However, any employee, who in the opinion of the County is performing unsatisfactory work, must be removed from the performance of services related to this Contract immediately upon the written request of the County's Project Manager. This provision does not apply to Amazon Web Services hosting services completed for the System under this Contract.
- 7.3.2** The Contractor must ensure a high standard of conduct of the Contractor's employees, including compliance at all times with all applicable local, State, and Federal laws and regulations related to client and asset management, and the specific requirements of this Contract.
- 7.3.3** The Contractor must supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training at a minimum must include, but may not be limited to the following topics:
- 1. Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
 - 2. Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
 - 3. Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County information.
 - 4. Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.

5. Identifying and Reporting Incidents: Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.

6. Privacy: The Contractor's Privacy Policies and procedures as described in Exhibit I, Information Security and Privacy Requirements, Section 2b, Privacy Program.

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

7.3.5 The Contractor's employees assigned to provide services under this Contract must:

- a. Communicate effectively using good judgment and discretion;
- b. Be trained sufficiently in performing the services; and
- c. Comply with the requirements of this Contract.

7.3.6 APPROVAL OF CONTRACTOR'S EMPLOYEES

County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees, including, but not limited to, the Contractor's Project Manager, provided, however, that such approval by County will not be unreasonably withheld, delayed or conditioned. A change in Contractor's Project Manager, or critical senior staff, without County approval may result in Contract termination at County's discretion.

7.4 CONTRACTOR'S STAFF IDENTIFICATION

7.4.1 The Contractor must provide its employees, who visit or provide on-site services under this Contract or when entering a County facility or its grounds, with a standard photo identification badge acceptable to the TTC, which include a recent picture of the employee, the employee's name, and the name of the Contractor.

7.4.2 The Contractor must notify the TTC within one business day when key personnel that provide services under this Contract are terminated from working under this Contract. Key personnel include all Contractor staff listed on Exhibit E (Contractor's Administration). The Contractor must retrieve and immediately destroy the staff's photo identification badge at the time of removal from the County Contract.

7.4.3 If the TTC requests the removal of the Contractor's staff, the Contractor is responsible to retrieve and immediately destroy the

Contractor's staff's County photo Identification badge at the time of removal from working on the Contract.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 Each of the Contractor's staff performing work under this Contract, who is in a designated sensitive position, as determined by the TTC in the TTC's sole discretion, must undergo and pass, to the satisfaction of the TTC, a background investigation as a condition of beginning and continuing to work under this Contract. Typically, the positions required to undergo and pass a background investigation include but are not limited to, Contractor's Project Director, Contractor's Project Manager, Contractor's Alternate Contract Manager, and staff that have access to County assets, sensitive County Data and/or non-public information.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and Federal level review, which include, but may not be limited to, criminal conviction information. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion, perjury, convictions involving a controlled substance, convictions involving stolen property, any felony conviction, a misdemeanor conviction involving moral turpitude, or any job-related misdemeanor conviction. The fees associated with background investigation will be at the expense of the Contractor regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 The Contractor must provide to the TTC the legal name of each person in a designated sensitive position and the dates on which said persons submitted fingerprints to the California DOJ. The Contractor must provide such information in writing within five calendar days of the date on which the fingerprinting occurred.

7.5.3 A member of Contractor's staff must not begin to perform services under the Contract until he/she has successfully passed a background investigation to the satisfaction of the TTC.

7.5.4 During the Contract Term, if the TTC identifies a subsequent disqualifying factor for a member of the Contractor's staff, the TTC will request that the member of the Contractor's staff be immediately removed from performing services under the Contract. Contractor must promptly comply with the TTC's request.

7.5.5 The TTC will request the Contractor to advise the Contractor's staff member who did not pass the background investigation or who received a subsequent disqualifying factor to contact the TTC

immediately to receive a copy of the Criminal Offender Record Information obtained from the DOJ through the TTC's background investigation.

- 7.5.6** The TTC may request that Contractor's staff be immediately removed from working on this Contract at any time during the Contract Term.
- 7.5.7** The TTC, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the TTC or whose background or conduct is incompatible with TTC facility access.
- 7.5.8** Disqualification of any member of the Contractor's staff pursuant to this Subparagraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 CONFIDENTIALITY

- 7.6.1** The Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State or local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2** The Contractor's employees may use data received from the County only to perform functions as defined by this Contract.
- 7.6.3** Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the County are allowable. Any other use or disclosure of data received requires the express approval in writing from the County. The Contractor must not duplicate, disseminate or disclose any data except as allowed in this Contract.
- 7.6.4** Access to data received from the County must be restricted only to Contractor's employees who need the data to perform their official duties in the performance of this Contract.
- 7.6.5** The Contractor's employees who access, disclose or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.
- 7.6.6** The Contractor must indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all claims, demands, damages, liabilities, judgments, award, losses, costs, expenses or fees, including, without limitation, defense costs and legal, accounting

and other expert, consulting, or professional fees, arising from, connected with, or related to:

- Contractor's violation of any Federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- any failure by the Contractor, its officers, employees, agents, or Subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment; and/or
- any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's or Subcontractor's systems or networks (including all costs and expenses incurred by the County, if applicable, to remedy the effects of such loss, breach of Confidentiality, or Incident, which at a minimum may include, but is not limited to, (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).

Any legal defense pursuant to the Contractor's indemnification obligations under this Subparagraph must be conducted by the Contractor and performed by the counsel selected by the Contractor and approved by County.

- 7.6.7** Notwithstanding the preceding Subparagraph 7.6.6, County will have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County must be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by County in doing so. The Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.8** The Contractor must inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.9** The Contractor must sign and provide Exhibit F1-IT, (Contractor Acknowledgment, Confidentiality, and Copyright Assignment Agreement) to the Contracts Section-Contract Monitor as indicated in

Exhibit D, County Administration, within three Business Days of providing services on this Contract and adhere to the provisions of this Exhibit.

- 7.6.10** During the Contract Term, the Contractor must maintain an updated file of the signed forms and will forward copies of all signed forms to the County's Project Director whenever changes in personnel occur.

8 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

- 8.1.1** The County reserves the right to initiate Change Notices that either (i) **do not affect** the Contract Sum, fees or payments, SOW, and/or Contract Term (ii) for any expenditure of Pool Dollars. All such changes must be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director. For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice must be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s) provided that any Change Notice for Additional Work must additionally require written approval of County's Chief Information Office and County Counsel. County is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.
- 8.1.2** For any change which **affects** the Contract Sum, fees or payments and/or SOW that **does not materially alter** the Contract, an Amendment to this Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his designee, provided County Counsel approval is obtained prior to execution of such Amendment(s).
- 8.1.3** For any change which **affects** the Contract Sum, reallocation of components comprising the Contract Sum, the fees or payments, the SOW, and/or Contract Term or any provision under this Contract, that **materially alters** the Contract, an Amendment to this Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector as operationally necessary, except that the TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 10% of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change must be in writing and signed by the Contractor and the Treasurer and Tax Collector or his authorized designee, provided the Chief Information Officer and County Counsel

approval is obtained prior to execution of such Amendment(s) as applicable.

8.1.4 The Board or Chief Executive Officer (CEO), or designee may require the addition and/or change of certain terms and conditions in the Contract during the Contract Term. The County reserves the right to add and/or change such provisions as required by the Board or CEO. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Treasurer and Tax Collector or his authorized designee.

8.1.5 The Treasurer and Tax Collector or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. For the exercise of the TTC's optional extensions, an Amendment to the Contract will be prepared and executed by the Contractor and the Treasurer and Tax Collector or his designee prior to the expiration of the current Contract Term.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

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

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

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

to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 WARRANTIES

- 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.
- 8.3.2** The Contractor represents and warrants that the Services will be performed in a professional, competent, and timely manner by appropriately qualified Contractor staff in accordance with this Contract and consistent with industry best practices.
- 8.3.3** The Contractor represents and warrants that there is no pending or threatened litigation that would have a material adverse impact on its performance under the Contract.

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 COMPLAINT PROCEDURES

- 1.** Within ten business days after the Contract Effective Date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 2.** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 3.** If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten business days for County approval.

4. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
5. The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses must be sent to the County's Project Manager within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 (Compliance with Applicable Law) will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 JURY SERVICE PROGRAM

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

8.8.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "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 County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "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 County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this Subparagraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program must 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 will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of

the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors must 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 must be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 RESPONSIBLE CONTRACTOR

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

8.12.2 CHAPTER 2.202 OF THE COUNTY CODE

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

8.12.3 NON-RESPONSIBLE CONTRACTOR

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

8.12.4 CONTRACTOR HEARING BOARD

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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether

the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five 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.
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 years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 SUBCONTRACTORS OF CONTRACTOR

These terms will also apply to Subcontractors of County Contractors. Subcontractors are subject to County's approval.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

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

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

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

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1** The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

8.18 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

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

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable,

and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor must adhere to the provisions stated in Subparagraph 7.6 (Confidentiality).

8.23 INDEMNIFICATION

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

damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.23.2 The Contractor must indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's System and/or Services under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will cooperate in the Contractor's defense of any action or potential settlement thereof.

8.23.3 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the System is not materially impeded, must either: (a) Procure for County all rights to continued use of the questioned equipment, part, or software product; or (b) Replace the questioned equipment, part, or software product with a non-questioned item; or (c) Modify the questioned equipment, part, or software so that it is free of claims. The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended as set forth in the Documentation.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs 8.24 and 8.25 of this Contract. Such insurance must be primary to and not combined with other insurance or self-insurance programs maintained by the County. 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

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

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012
- 6.** Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

8.24.4 CANCELLATION OF OR CHANGES IN INSURANCE

The Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 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

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

8.24.6 INSURER FINANCIAL RATINGS

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

8.24.7 CONTRACTOR'S INSURANCE MUST BE PRIMARY

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

8.24.8 WAIVERS OF SUBROGATION

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

8.24.9 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

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

8.24.10 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRS)

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

8.24.11 CLAIMS MADE COVERAGE

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

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

8.24.12 APPLICATION OF EXCESS LIABILITY COVERAGE

The 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 INSURED

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

8.24.14 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.24.15 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

8.25 INSURANCE COVERAGE

8.25.1 COMMERCIAL GENERAL LIABILITY

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

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

8.25.2 AUTOMOBILE LIABILITY

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use

of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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

8.25.4 CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$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; data/information loss and business interruption; and any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees that Cyber Liability Insurance is to remain in place for services completed during the term of this agreement, for a period of not less than three years following the Contract's expiration, termination, or cancellation. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 LIQUIDATED DAMAGES

- 8.26.1** If, in the judgment of the Treasurer and Tax Collector, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Treasurer and Tax Collector, or his designee, at his 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 Treasurer and Tax Collector, or his designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Treasurer and Tax Collector, or his designee, determines that there are deficiencies in the performance of this Contract that the Treasurer and Tax Collector, or his designee, deems are correctable by the Contractor over a certain time span, the Treasurer and Tax Collector, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified timeframes. Should the Contractor fail to correct deficiencies within said timeframe, the Treasurer and Tax Collector, or his 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 timeframe. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in SOW and Contract Technical Exhibit 2 (Performance Requirements Summary (PRS) Chart), of Exhibit A2 (SOW and Contract Technical Exhibits), of this Contract, hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five 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 Subparagraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2** The Contractor certifies to the County each of the following:
- 1.** That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 2.** That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 3.** That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 4.** Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of

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

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

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Subparagraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one business day,

give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 DISPUTE RESOLUTION PROCEDURE

It is the intent of the parties that all disputes arising under this Contract be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the disputed issue. The parties understand and agree that the procedures outlined in this Subparagraph are not intended to supplant the routine handling of inquiries and complaints through informal contact with their respective managers. Accordingly, for purposes of the procedures set forth in this Subparagraph, a "dispute" will mean any action, dispute, claim, or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Contract.

- 8.31.1** Contractor and County agree to act with urgency to mutually resolve any disputes, which may arise with respect to this Contract. All such disputes must be subject to the provisions of this Subparagraph 8.31, Dispute Resolution Procedure, (such provisions must be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.
- 8.31.2** Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties must continue without delay their performance hereunder, except for any performance, which the County determines should be delayed as a result of such dispute.
- 8.31.3** If Contractor fails to continue without delay its performance hereunder which the County, in its sole discretion, determines should not be delayed as a result of such dispute, then any additional costs, which may be incurred by the Contractor or County as a result of Contractor's failure to continue to so perform must be borne by the Contractor, and Contractor must make no claim whatsoever against the County for such costs. Contractor must promptly reimburse the County for such County costs, as determined by the County, or County may deduct all such additional costs from any amounts due to the Contractor from the County.
- 8.31.4** If County fails to continue without delay to perform its responsibilities under this Contract, which County determines should not be delayed as a result of such dispute, then any additional costs incurred by the Contractor or the County as a result of County's failure to continue to so perform must be borne by the County, and County will make no claim whatsoever against the Contractor for such costs. County must promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by the County.

- 8.31.5** In the event of any dispute between the parties with respect to this Contract, Contractor and County must submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 8.31.6** In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 8.31.7** In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten days from the date of submission of the dispute to them, then the matter must be immediately submitted to Contractor's president or equivalent and the Treasurer and Tax Collector, or his designee. These persons must have ten days to attempt to resolve the dispute.
- 8.31.8** In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.
- 8.31.9** All disputes utilizing this dispute resolution procedure must be documented in writing by each party and must state the specifics of each alleged dispute and all actions taken. The parties must act in good faith to resolve all disputes. At all three levels described in this Subparagraph 8.31, Dispute Resolution Procedure, the efforts to resolve a dispute must be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.
- 8.31.10** Notwithstanding any other provision of this Contract, County's right to terminate this Contract or to seek injunctive relief to enforce the provisions of Subparagraph 7.6, Confidentiality, must not be subject to this Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights and must not be deemed to impair any claims that the County may have against the Contractor or County's rights to assert such claims after any such termination or such injunctive relief has been obtained.
- 8.31.11** Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) or via facsimile or electronic copy representation pursuant to Subparagraph 8.18 (Counterparts and Electronic Signatures and Representations). Addresses may be changed by either party giving ten days prior written notice thereof to the other party. The Treasurer and Tax Collector, or his designee, will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 CALIFORNIA PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subparagraph 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 RFP used in the solicitation

process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California [Government Code Section 6250](#) et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County 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 must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
1. The Contractor must develop all publicity material in a professional manner; and
 2. During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.
- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Subparagraph 8.37 (Publicity), of this Contract, will apply.

8.38 RECORD RETENTION AND INSPECTION-AUDIT SETTLEMENT

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that

the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary Data and Information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location. At County's request, Contractor must provide such materials in digital format.

- 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 must file a copy of such audit report with the County's A-C within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's A-C, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum

obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.5 Financial Statements: Beginning one year after the Effective Date of this Contract and every year thereafter until the expiration of this Contract, Contractor must submit to the Contracts' Section Contract Monitor as indicated on Exhibit D, County's Administration a complete set of audited financial statements for the 12-month period. Such statements must, at a minimum, include a Balance Sheet (Statement of Financial Position) and Income Statement (Statement of Operations). The County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing. All financial statements will be kept confidential, only if stamped or marked as confidential on each page of the financial statement.

8.38.6 Pending Litigation: Contractor must submit an annual statement regarding any pending or threatened litigation since the Contractor last reported same to the County and as soon as an incident occurs, to the Contracts' Section Contract Monitor as indicated on Exhibit D, County's Administration.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

8.40.1 If the Contractor desires to subcontract, the work requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the Treasurer and Tax Collector or his designee.**

If the Contractor desires to subcontract, the work requirements of this Contract as they relate to Exhibit I, Information Security and Privacy Requirements, **the approval of County's Chief Information Security Officer and/or Chief Privacy Officer must be obtained in addition to the Treasurer and Tax Collector, or his designee.** Any attempt by the Contractor to subcontract without the prior consent of the above parties may be deemed a material breach of this Contract.

8.40.2 Following written approval by the Treasurer and Tax Collector or his designee in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After

approval of the subcontract by County, Contractor must forward a fully executed subcontract to the TTC for its files.

- 8.40.3** After the Contractor has engaged an approved Subcontractor, the Contractor must provide the following information promptly at the County's request and prior to any work being performed by the Subcontractor:
1. A description of the work to be performed by the Subcontractor;
 2. A draft copy of the proposed subcontract; and
 3. Written agreement from each Subcontractor and/or third party, certifying it must comply with and be bound by the applicable terms of Exhibit I (Information Security and Privacy Requirements) of this Contract; and
 4. Other pertinent information and/or certifications requested by County.
- 8.40.4** The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.40.5** The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.6** The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain COIs, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor must ensure delivery of all such documents to:

County of Los Angeles
Department of Treasurer and Tax Collector
Contracts Section

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by Notice of Termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten days after the notice is sent. In no event will County's termination of this Contract pursuant to this Subparagraph 8.42 (Termination for Convenience), of this Contract, be deemed a waiver of County's right to make a claim against the Contractor for damages resulting from any default by the Contractor or its agents which occurred prior to the effective termination date.

8.42.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor must:

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Subparagraph 8.38 (Record Retention and Inspection-Audit Settlement), of this Contract.

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 Project Director:
1. The Contractor or any of its agents has materially breached this Contract; or
 2. The Contractor or any of its agents fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 3. The 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 working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure; or
 4. Without prior notice or cure if the Contractor or any of its agents materially breaches any of the warranties, representations and covenants made in Subparagraph 8.3 (Warranties), of this Contract, so as to adversely affect the County; or
 5. Without prior notice or cure if the Contractor is subject to criminal investigation, indictment or conviction, or is found civilly or criminally liable by a trial court, judge or administrative panel in connection with any matter involving breach of trust or fiduciary duty, fraud, theft, or moral turpitude; or
 6. Without prior notice or cure if the Contractor attempts or purports to assign this Contract, or any portion thereof, or any of its rights or obligations hereunder, without the prior written consent of County, except as provided in Subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), of this Contract.
- 8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43 (Termination for Default), of this Contract, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

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

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer or employee to solicit such improper consideration. The report must be made either to the County manager charged with the supervision of the employee or to the County A-C'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:

1. Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 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;
2. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the Contractor; or
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 Subparagraph 8.45, Termination for Insolvency, will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 EFFECT OF TERMINATION

- 8.48.1** In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing:
- (a) Contractor must continue the performance of this Contract to the extent not terminated;
 - (b) Contractor must cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all completed Services and Services in progress, in a media reasonably requested by the County;
 - (c) County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate);
 - (d) Contractor must return to the County all monies paid by the County, yet unearned by the Contractor, including any prepaid fees if applicable;
 - (e) Contractor must promptly return to the County any and all of the County's Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a media reasonably requested by the County.
- 8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed upon in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent System, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new System, toward the end that there be no interruption of County's

day-to-day operations due to the unavailability of the System during such transition.

8.48.4 For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition System operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor must perform Transition Services at no cost to the County. Contractor must provide the County with all of the Transition Services as provided in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County will have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

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

8.49 VALIDITY

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

8.50 USE OF COUNTY SEAL AND/OR TTC LOGOS

The County claims right, title and interest in and to certain intellectual property, including, but not limited to, the current and former County Seals and TTC logos (collectively, County Seals). Except as expressly authorized herein, the Contractor must not reproduce, copy, distribute, republish, download, display,

post, transmit or make any other use of any kind whatsoever of the County Seals, in any format or by any means whatsoever. At no time will the Contractor in any manner (i) modify the County Seals or (ii) create derivative works of the County Seals. The Contractor must not in any manner sublicense, transfer or assign its rights, or delegate its duties, with respect to use of the County Seals, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted sublicense, transfer, assignment or delegation without such consent will be null and void.

8.51 WAIVER

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

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 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.

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

8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through the 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, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.53 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ten days of notice will be grounds upon which the County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.55 TIME OFF FOR VOTING

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

8.56 TRANSITION SERVICES

In the event of expiration or termination of this Contract for any reason, Contractor must provide transition services to the County at no additional cost to the County. Such transition services include fully cooperating and taking all steps required or reasonably requested to make an orderly transition of the Services and County Information from Contractor to another system or provider. Contractor must provide all County Data back to the County in both the Contractor's data format and a platform agnostic standard format, unless a different format is reasonably agreed to between the parties at the time of transition.

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Services or an equivalent, and that a failure to satisfy such transition service obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of such termination of this Contract, Contractor must fully cooperate with County in the transition of County to a new system, toward the end that there be no interruption of County's day to day operations due to the unavailability of the System during such transition.

8.57 ACCEPTANCE

8.57.1 The System, Services, Deliverables, and milestones (if applicable) will be subject to acceptance, and acceptance testing by the County, in its sole discretion as more fully described in Exhibit A, SOW.

- 8.57.2** Production Use will not be deemed acceptance or Final Acceptance of the System, Services, Deliverables, or milestones.
- 8.57.3** 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 milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.57.3 as "Designated Test"), the County's Project Director will promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor must notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test will begin again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the System, Services, Deliverables, or milestones again fails to pass the applicable Designated Test, the County's Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, or milestones as will permit the System, Services, Deliverables, or milestones to be ready for retesting.
- 8.57.4** Such procedure will continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event, County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) on the basis of such non-curable default.
- 8.57.5** Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the

components of the System; (ii) a termination of any part of Exhibit A, SOW, relating to the System, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the System as a whole, the entire Contract. In the event of a termination under this Subparagraph 8.57.5, County will have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all payments made to the Contractor by the County under this Contract for the component(s), System, Service(s), Deliverable(s), or milestone(s), as to which the termination applies, or if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

8.58 INTEGRATION/INTERFACING

Contractor must develop and deliver the Interfaces identified in Exhibit A, SOW, as part of the System. If the System is to be integrated/interfaced with other software, equipment, and/or systems provided by the Contractor or at the direction of the Contractor, including any customizations or enhancements, the System will not be deemed to have achieved Final Acceptance by the County until the System and such other systems have been successfully integrated/interfaced and accepted by the County in accordance with the terms of this Contract. For example, if Contractor is to provide System consisting of multiple modules or that includes enhancements acceptance of any individual module or enhancement will not be final until County accepts all of the System and modules or enhancements integrated/interfaced together as a complete system, including the operation in conformance with the terms of this Contract. Contractor must not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any software.

8.59 COMMUNICATION SYSTEMS AND ACCESS TO INFORMATION

During the Contract Term, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.59, Communication Systems and Access to Information) including, but not limited to, voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to

County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use all appropriate security, such as, for example, encryption and passwords (Contractor must provide passwords and keys to the County), to protect County Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets, computers, computer disks, and files) and all personal items brought onto County property or used to access County Information or County systems.

8.60 TIME IS OF THE ESSENCE

Time is of the essence with regard to Contractor's performance of the Services.

8.61 NO OFFSHORE WORK

All Services under this Contract must be performed and rendered, and all County Information must be hosted within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Information or documents to any entity or individual outside the continental United States.

8.62 SEVERABILITY

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

8.63 CONTRACT DRAFTED BY ALL PARTIES

This Contract is the result of arm's length negotiations between the parties. Consequently, each party has had the opportunity to receive advice from independent counsel of its own choosing. This Contract will be construed to have been drafted by all parties such that any ambiguities in this Contract will not be construed against either party.

8.64 NO THIRD-PARTY BENEFICIARIES

Notwithstanding any other provision of this Contract, the Contractor and County do not in any way intend that any person or entity will acquire any rights as a third party beneficiary of this Contract, except that this provision will not be construed to diminish the Contractor's indemnification obligations hereunder.

8.65 GREEN INITIATIVES

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

8.66 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

If the Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. The 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 the Contractor's staff pursuant to this Subparagraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.67 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

The Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.68 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.69 LICENSES, PERMITS, REGISTRATIONS, AND PROFESSIONAL CERTIFICATIONS

The Contractor must maintain all licenses, permits, registrations, and/or professional certifications required by law, applicable to its legal business structure, and necessary to perform services under the Contract. The Contractor must ensure the same of all of its officers, employees, and agents who perform services under this Contract and must maintain all such licenses, permits, registrations, and professional certifications throughout the Contract Term and any term extensions and/or option periods exercised by the County. The Contractor must provide evidence of such to the County within five calendar days of written request.

8.70 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

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

8.71 INJURY AND ILLNESS PREVENTION PROGRAM

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

9 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR BUSINESS REQUIREMENTS

The Contractor must be qualified to do business in the State of California.

9.2 CONTRACTOR WORKING PAPERS AND PROPRIETARY MATERIALS

9.2.1 County retains all right, title, and interest in all County Data. Contractor may not use any County Data except to the extent necessary to fulfill the express purposes of this Contract.

- 9.2.2** During the term of this Contract and for five years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County will have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials and documentation which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.2.3 or for any disclosure which the County is required to make under any State or Federal law or order of court.

9.3 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

Contractor must comply with Exhibit I (Information Security and Privacy Requirements) of this Contract. The Information Security and Privacy Requirements applies to both Contractors and their Subcontractors. Contractor will be required to certify that they are in full compliance with the provisions of the Information Security and Privacy Requirements and must maintain compliance during the term of this contract. 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).

10 SURVIVAL

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

- Subparagraph 5.4 No Payment for Services Provided Following
Expiration/Termination of Contract
- Subparagraph 7.6 Confidentiality

Subparagraph 8.6	Compliance with Applicable Law
Subparagraph 8.21	Governing Law, Jurisdiction, and Venue
Subparagraph 8.23	Indemnification
Subparagraph 8.24	General Provisions for All Insurance Coverage
Subparagraph 8.25	Insurance Coverage
Subparagraph 8.31	Dispute Resolution Procedure
Subparagraph 8.38	Record Retention and Inspection-Audit Settlement
Subparagraph 8.48	Effect of Termination
Subparagraph 8.56	Transition Services
Subparagraph 8.64	No Third-Party Beneficiaries
Paragraph 10	Survival

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

CONTRACTOR

()

By

Name

Title

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

Celia Zavala, Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

LOS ANGELES COUNTY PUBLIC ADMINISTRATOR

FIDUCIARY ELECTRONIC INFORMATION SYSTEM

**STATEMENT OF WORK
LOS ANGELES COUNTY PUBLIC ADMINISTRATOR
FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
1.0	INTRODUCTION	1
2.0	DEFINITIONS	1
3.0	SCOPE OF WORK	5
4.0	SYSTEM IMPLEMENTATION	21
5.0	OTHER SERVICES	22
6.0	PROFESSIONAL SERVICES	22
7.0	INFORMATION SECURITY AND PRIVACY REQUIREMENTS	23
8.0	QUALITY CONTROL PLAN	23
9.0	BUSINESS CONTINUITY PLAN	24
10.0	QUALITY ASSURANCE PLAN	24
11.0	DAYS OF OPERATION/HOURS/WORKDAY	25
12.0	PERFORMANCE REQUIREMENTS SUMMARY	26
13.0	GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE	27
14.0	SYSTEM AVAILABILITY	27

**STATEMENT OF WORK
FIDUCIARY ELECTRONIC INFORMATION SYSTEM**

STATEMENT OF WORK ATTACHMENT

1. SERVICE LEVEL AGREEMENTS

1.0 INTRODUCTION

The County of Los Angeles (County) Treasurer and Tax Collector, acting in his capacity as the *ex officio* Public Administrator for the County, is mandated by the Probate Code to take prompt possession of a deceased person's property that is deemed to be subject to loss, and inventory, collect, account for and store the property for safekeeping until the estate administration concludes. The Department of Treasurer and Tax Collector (TTC) utilizes a software system to administer cases, manage property, monitor, and account for assets and individuals.

2.0 DEFINITIONS

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

- 2.1 **Accounting:** A summary of financial activity relating to a case for a specified period of time.
- 2.2 **Assets:** Any personal or real property having value.
- 2.3 **Business Days:** Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 **Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 2.5 **Client Asset and Management System (CAMS):** The System currently used by the Public Administrator (PA) to administer cases, manage property, monitor, and account for assets and individuals.
- 2.6 **Contract:** This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 2.7 **Contract Discrepancy Report:** A document utilized by the TTC to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 2.8 **Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

- 2.9 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.10 Contractor's Authorized Official(s):** The individual authorized by the Contractor, that the Contractor represents and warrants such individual has actual authority to execute documents under this Contract on behalf of the Contractor.
- 2.11 Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.12 Contractor's Project Manager/Contractor's Alternate Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 2.13 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Contract.
- 2.14 County:** The County of Los Angeles.
- 2.15 County Data:** All of the County's confidential information, data, records, and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract (County Data), will be and remain the property of County, and County shall retain exclusive rights and ownership thereto. The County Data will not be used by Contractor for any purpose other than as required under this Contract, nor will such data or any part of such data be disclosed, sold, assigned, leased, or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- 2.16 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://ttc.lacounty.gov/county-holidays/>.
- 2.17 County's Project Director:** The individual authorized by the TTC with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project

Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.

- 2.18 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 2.19 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.20 Day(s):** Calendar day(s), unless otherwise specified.
- 2.21 Department of Mental Health Representative Payee Program:** Specified outpatient mental health clinics provide money management services including serving as the representative payee of Social Security Administration benefits. The receipt and disbursement of these funds are managed by the PA.
- 2.22 Distribution:** The process of releasing assets to an authorized recipient.
- 2.23 Drayage:** The process of packing, crating, and transporting personal property to the Public Administrator Warehouse.
- 2.24 Effective Date:** The date of approval of this Contract by the County's Board of Supervisors or as indicated in Paragraph 4, Term of Contract.
- 2.25 Final Acceptance:** The County's written approval of the Solution as more fully described in Exhibit A, SOW.
- 2.26 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.27 Interface:** Either a computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 2.28 Office of the Public Guardian (OPG):** The County of Los Angeles Office of the Public Guardian.
- 2.29 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract and SOW that the TTC will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.

- 2.30 Periodic Visits:** Face-to-face visits with individuals conducted by the Office of the Public Guardian for purposes of assessing the mental, physical, and social service needs of the individuals.
- 2.31 Personal Property:** Any item of value owned by a person that is not real property, including but not limited to household goods, vehicles, cash, or other assets.
- 2.32 Personally Identifiable Information (PII):** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.")), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- 2.33 Protected Health Information (PHI):** Information created or received by Business Associate from or on behalf of Covered Entity as defined at 45 C.F.R. § 160.103. 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.
- 2.34 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.
- 2.35 Real Property:** Physical land, structures, and improvements to land (such as buildings).

- 2.36 Referrals:** Information received about a deceased person or potential client of the Office of the Public Guardian that is investigated by either the Public Administrator or the Office of the Public Guardian.
- 2.37 Secure Shell (SSH) File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.38 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 2.39 System:** The software solution, and services, including, without limitation, all components, equipment, software, hardware, and documentation, as specified, created, and/or requested under this Contract.
- 2.40 Treasurer and Tax Collector:** The appointed official of the County of Los Angeles Department of Treasurer and Tax Collector.
- 2.41 TTC:** The County of Los Angeles Department of Treasurer and Tax Collector.
- 2.42 TTC Employees:** The staff of the County's Department of Treasurer and Tax Collector.

3.0 SCOPE OF WORK

Contractor must provide a Cloud-based software solution with the system functionality necessary to record, monitor, sort, search, store and process the volume of transactions required by the PA, as well as the functionality to capture a variety of details required to manage all the PA cases as well as the supporting documentation accompanying each case. This includes but is not limited to the capability to monitor and audit cases, assets, and individuals, electronically store images, scan, store, and maintain electronic files, accept and send electronic communications, securely share, and receive data from multiple import sources and have the functionality to add third parties in the future using standards-based interchanges.

3.1 Case Management

The System shall provide the following functionalities and services allowing specified users to:

- 3.1.1** Create a case face sheet, including demographic, contacts, and other case details.
- 3.1.2** Assign and reassign cases to users based on specific criteria, re-open existing cases to avoid duplication, track movement of

cases through the different assignments/status and create real-time reports to monitor case administration status.

- 3.1.3** Route vendors and transactions through approval processes, create notification and/or alerts to ensure deadlines are met.
- 3.1.4** Efficiently and securely store, retrieve, organize, and monitor a variety of case related documents, including, but not limited to, legal documents, proof of ownership records, burial instructions, photographs, invoices, financial data, narratives, client notes including detailed family histories.
- 3.1.5** Capture date/time of entries, assign tasks, set appointments, display deadlines.
- 3.1.6** Record court related details including dates of appointment and pertinent information from court hearings.
- 3.1.7** Detect duplicate entries.
- 3.1.8** Generate fee statements detailing billable staff time, including rates and amounts.
- 3.1.9** Import, export, print, view, and electronically send and receive a multitude of reports based on a variety of data fields.
- 3.1.10** Update or change letterhead for external and internal use, prefill specified data from case records while allowing changes as needed and upload and complete third-party forms and templates.
- 3.1.11** Capture and efficiently process client transactions and payment requests, including creditor claims and vendor payments.
- 3.1.12** Establish case notes and track case activity chronologically, and permit modifications of case notes based on access levels.
- 3.1.13** Track inventory types, filing of Inventory and Appraisals with the Court, ability to edit and produce such documents upon demand.
- 3.1.14** Delete stored records at preset intervals in accordance with the Record Retention Policy provided by the TTC.

3.2 Property Management

The System shall provide the following functionalities and services allowing specified users to:

- 3.2.1** Track and account for all personal and real property in each case, including status of the individual property items, location, photographs, relevant documents, and other asset information.
- 3.2.2** Monitor valuation information, encumbrances, sales, inspection reports and expenses of properties.
- 3.2.3** Monitor drayage requests including date/time received, date/time assigned, staff assigned, length to complete, date/time completed, photographs, videos, and other electronic recordings.
- 3.2.4** Confirm receipt of assets, add values, assign storage locations, and update locations upon demand.
- 3.2.5** Generate reports for all inventoried property, storage locations, and assigned staff.
- 3.2.6** Calculate monthly physical storage fees for stored assets per case.
- 3.2.7** Create a crate inventory, identifying items in each crate and the location of each crate.
- 3.2.8** Generate bulk updates both imports/exports and split and or combine inventory auction items, to minimize manual entries.
- 3.2.9** Sort inventory types to generate reports focused on specific inventory items such as real property, vehicles, or other designated assets.

3.3 Accounting Module

The System shall provide the following functionalities and services allowing specified users to:

- 3.3.1** Monitor all accounting related information integrated with case management, in adherence with generally accepted accounting principles, including segregation of duties, internal controls, security practices and tiered approvals.
- 3.3.2** Record and monitor all asset acquisition and disposition, post receipts, print checks, balance, and reconcile accounts.
- 3.3.3** Add, update, and create a new chart of accounts balance, edit, and delete an existing chart of accounts balance.
- 3.3.4** Navigate accounting ledgers containing the balance of chart of accounts, display balances, and calculate income and expenses.

- 3.3.5** Generate profit and loss statements, identify all assets and liabilities for each case, and export specific data fields as necessary.
- 3.3.6** Record, control, and reconcile all revenue received and deposits made, including direct deposits, wire transfers, and deposits received through an automated account clearing house or other electronic means.
- 3.3.7** Import files from banks to identify Automated Clearing House (ACH) receipts and match those to existing transactions monthly.
- 3.3.8** Import files from banks to identify negotiated checks and match those checks to the existing transactions.
- 3.3.9** Scan, electronically upload, and record all incoming checks, identify type of receipts and deposits, and automatically post deposits to the appropriate accounts.
- 3.3.10** Print checks daily using an authorized check stock and reconcile and generate over 3,000 physical, sequentially numbered checks from an authorized vendor check stock monthly, for different accounts, and maintain identified access for approvals.
- 3.3.11** Generate daily electronic-checks-issued files for exporting to banking partners, containing information regarding printed checks (i.e., status of the check whether new, stale or cancelled).
- 3.3.12** Integrate an accounts payable function with internal and external parties.
- 3.3.13** Interface with financial institutions providing debit cards for individualized spending controls.
- 3.3.14** Perform the calculation and distribution of interest earned from investments for each case, and automatically deposit the revenue into identified accounts.
- 3.3.15** Reconcile multiple account balances for each case and provide reports.
- 3.3.16** Generate requests, monitor, and reconcile bank and security collections, automatically populate bank information, and maintain identifying information regarding collections.
- 3.3.17** Adjust incoming proceeds entries, reconcile balances, and generate reports, with designated approvals.

- 3.3.18** Provide automatic alerts to users and third parties regarding deadlines for specific notices.
- 3.3.19** Calculate statutory and extraordinary fees and billing charges for services provided pursuant to Probate Code sections 10800 - 10832 and allow for manual adjustments to billing charges as needed.
- 3.3.20** Monitor, record, and reconcile expenses incurred and funds paid from a variety of accounts.
- 3.3.21** Integrate with third party software platforms to generate Federal and State Income Tax returns for each case.
- 3.3.22** Create, monitor, and provide budgets for each case, and automatically generate alerts to users when specified fields or balances are reached.
- 3.3.23** Prepare an Accounting for each case, electronically upload stored documents, identify authorized recipients, and correctly calculate distribution amounts.
- 3.3.24** Produce reports to meet general audit requirements including user access, dates entries created and/or modified.
- 3.3.25** Produce and export reports of various fields to query data, investigate results, and review the generated information for discrepancies in the data through spreadsheets, charts, or other means of compiling statistical data.
- 3.3.26** Export data in a file format specified by the TTC including but not limited to Comma Separated Value (CSV), Excel, Word, XML and PDF.
- 3.3.27** Create an automated mass update per vendor when rates/amount change.
- 3.3.28** Automate direct deposit functionality and data exchange with banking partners.
- 3.3.29** Restrict access to funds as required.
- 3.3.30** Permit users to generate checks for the Rep Payee Program.
- 3.3.31** Revise inventory and appraised values.

3.4 Implementation Plan and System Delivery

3.4.1 Prepare Implementation Plan

After review and validation of the TTC's requirements, the Contractor must determine the best approach to meet the requirements, including configuration of the System, and develop an Implementation Plan. The Contractor will provide TTC the Implementation Plan, which must include a detailed Project Plan with required tasks and milestones. The Implementation Plan must be approved by the TTC prior to finalization and implementation.

The Project Plan describes how the Contractor's System will be configured as necessary to meet the TTC's requirements.

The Project Plan describes all the TTC requirements to be implemented in the System. The Project Plan must provide the basis for the implementation of the System and must include, but not be limited to, the following components:

- A. System Description - A brief statement describing the basic functionality of the proposed system and related components;
- B. Project Scope and Objectives – A brief statement of the scope and objectives of the project;
- C. Project Team, Roles and Responsibilities – Establishment and documentation of the Project Team, which includes key staff members from both the TTC and Contractor. This shall include a description of the primary roles and responsibilities of each Project Team members and their contact information;
- D. Issue Management – A description of the proposed mechanism to document and track issues related to the project. Tracking shall include description, current status, severity level, anticipated correction date, and documentation of final resolution of all identified issues;
- E. Testing Strategies – A description of the proposed approach to system and end-user testing, including roles and responsibilities of each team member;
- F. Training Strategies – A description of the proposed approach to training, including technical, end user and train-the-trainer training for County's technical staff, end-users and trainers respectively; and

G. Escalation Procedures – A description of the process used to resolve project conflicts, including the identification of key Project Team members responsible for decision-making and conflict resolution.

H. Data Conversion and Migration Plan (please see subparagraph 3.5).

Deliver System

The Contractor must configure and deliver the System for testing in accordance with this SOW and the Contract. The Contractor must deliver System Software that has been certified by the Contractor as meeting the TTC's requirements and which must subsequently pass the TTC's User Acceptance Test(s) described below.

3.5 Data Conversion and Migration from Existing Client Asset Management System (CAMS)

3.5.1 Task – Develop Data Conversion and Migration Plan

The Contractor must develop a data conversion strategy and corresponding contingency plan that addresses data clean up, data conversion and conversion validation through a Data Conversion and Migration Plan. The Data Conversion and Migration Plan must provide maximum reliance on an automated approach with minimum disruption to the existing CAMS system and ongoing operations and must include the following:

- A. Roles and Responsibilities.
- B. Schedule(s) for Conversion of Existing Data.
- C. Scope of Conversion Activities.
- D. Pre-conversion Requirements.
- E. Conversion Process Flow Diagram.
- F. Data Clean-up Process.
- G. Specified sample records to be monitored to ensure that data converted as intended when records have been converted.
- H. Controls that will ensure all records were either successfully converted or identified for exception processing.

- I. Definition of methods to be employed to add records to the database if they did not convert successfully.
- J. A contingency plan and roll back procedure for unsuccessful data conversion.

3.5.1.1 Deliverable - Data Conversion and Migration Plan

The Contractor must deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Subparagraph 3.5.1, Develop Data Conversion and Migration Plan.

3.5.1.2 Deliverable - Develop Data Conversion and Migration Programs

The Contractor will develop software and processes (collectively, Data Conversion Programs) for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 3.5.1, Task 3.5.1.1: Develop Data Conversion and Migration Plan.

3.5.1.3 Deliverable - Data Conversion and Migration Programs

The Contractor will deliver to the County an error free Data Conversion method that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 3.5.1 and 3.5.1.1: Develop Data Conversion and Migration Plan.

3.5.2 Task - Conduct Conversion Test

The Contractor must conduct conversion tests (Conversion Test) to test conversion and migration of existing data using the Data Conversion Programs developed under Subparagraph 3.5.1, Develop Data Conversion and Migration Plan. The Contractor in conjunction with the County must develop test scenarios, including expected results, which will demonstrate that the data was converted as intended. As part of the Conversion Test, the Contractor must perform all necessary Data Conversion Program corrections and debugging. The Contractor must conduct the Conversion Test with a simulated full load. The Contractor shall

document test results, which will show the actual results of the testing.

3.5.2.1 Deliverable - Conversion Test Results Report

The Contractor must conduct and successfully complete the Conversion Test in accordance with the requirements outlined in Task 3.5.2: Conduct Conversion Test. The Contractor shall deliver to the County a "Conversion Test Results Report," within five Days of successful completion of the Conversion Test, which will contain the actual documented results of the test. The County shall review the test results and independently review the data based on the established test scenarios and approve the submitted test results prior to the final data conversion.

3.5.3 Task - Perform Data Conversion

The Contractor will perform data conversion and migration in accordance with the Data Conversion and Migration Plan provided by Contractor under Subparagraph 3.5.1, Develop Data Conversion and Migration Plan.

3.5.3.1 Deliverable - Converted Data

The Contractor will perform data conversion and certify in writing that Contractor has successfully performed all data conversion and migration in accordance with Subparagraph 3.5.1, Develop Data Conversion and Migration Plan. The County shall review the conversion results and independently review the data based on the established test scenarios and approve the final data conversion.

3.6 System Test

3.6.1 Task - Test

Based on the requirements of this Paragraph 3.6.1, the Contractor must develop a test strategy, test plan, and test procedures (collectively, Test Plans). Upon approval of the Test Plans by the County, the Contractor must conduct the tests, document the test results, make necessary changes, and retest the System in accordance with the Test Plans. At least one iteration of the testing must occur on converted data. Once the Contractor is satisfied that the System performs according to the TTC's requirements and the

Test Plans, the Contractor must present the test findings for approval of the County. The Contractor must then assist the TTC with the User Acceptance Test(s) (as defined in Paragraph 3.7, User Acceptance Test).

3.6.2 Testing Strategy

The Contractor will prepare a testing strategy and detailed testing plan that must include module tests, system tests, regression tests, integration tests, user acceptance tests, parallel tests, and any other tests deemed appropriate and necessary by the TTC.

The County and Contractor will jointly perform a System Test based on the Test Plans mentioned in paragraph above using a simulated full load in a test environment created by the Contractor. When the System Test is successfully completed, the System will be ready for User Acceptance Test(s) (as defined in Paragraph 3.7, User Acceptance Test).

3.6.3 Test Results

The Contractor must document expected results of the System Test prior to running the System Test and must resolve all the differences in the System Test results. The Contractor must provide detailed results of the System Test showing pass/fail, remediation, and regression tests performed, and summarized results showing the number of fatal, serious, work-around, and cosmetic flaws.

3.6.4 Tested System

The Contractor must deliver the System that has been certified by the Contractor as meeting the TTC's business requirements and which must subsequently pass the TTC's User Acceptance Test(s) (as defined in Paragraph 3.7, User Acceptance Test).

3.7 User Acceptance Test

3.7.1 Task - Develop User Acceptance Test Plan

The Contractor must develop a User Acceptance Test Plan after successful completion of System testing conducted by the Contractor as specified in Paragraph 3.6, System Test. The User Acceptance Test, must include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each User Acceptance Test.

- B. Test scripts, including, but not limited to, the testing of the following functions:
1. Create case/client face sheet, including case details.
 2. Assign and reassign cases to users, re-open existing cases, track movement of cases, and create reports.
 3. Route cases through approvals, create tasks or alerts.
 4. Securely store, retrieve, organize, and monitor case related documents, photographs, notes, and invoices.
 5. Assign tasks.
 6. Record appointment dates and other information related to court hearings.
 7. Detect duplicate entries.
 8. Generate fee statements, including billable staff time, including rates and amounts.
 9. Import, export, print, view a multitude of reports.
 10. Modify letterhead and forms.
 11. Process vendor payments, check requests and creditor claims.
 12. Create and modify case notes.
 13. Edit and produce Inventory and Appraisals on demand.
 14. Track and account for all personal and real property per case.
 15. Record valuation information, encumbrances, auction sales and inspection reports.
 16. Generate reports for all inventoried property, storage locations and assigned staff.
 17. Calculate monthly storage fees for stored assets per case.

18. Record and monitor all asset acquisition and disposition, post receipts, print checks, balance, and reconcile accounts.
19. Edit, create chart of accounts balance.
20. Display balances, calculate income and expenses in accounting ledgers.
21. Generate profit and loss statements and export data.
22. Record, control and reconcile all revenue received, including direct deposits, wire transfers and deposits received through an automated account clearing house.
23. Import files from banking partners to identify automated clearing house receipts and match those to transactions.
24. Import files from banking partners to identify negotiated checks and match those checks to existing transactions.
25. Post deposits to appropriate accounts.
26. Print daily checks using authorized check stock, reconcile and generate over 3,000 physical, sequentially numbered checks and maintain access for approvals.
27. Generate daily electronic checks-issued files to be sent to banking partners.
28. Integrate an accounts payable function with internal and external parties.
29. Calculate interest earned from investments and automatically distribute revenue to identified accounts.
30. Reconcile account balances.
31. Generate requests and reconcile bank and security collections, automatically populate bank information, and maintain identifying information regarding collections.
32. Reconcile balances, generate reports and manually adjust incoming proceeds entries.

- 33. Calculate statutory and extra ordinary fees and billing charges for services and allow for manual adjustments to billing charges as needed.
- 34. Record and reconcile expenses incurred and funds paid from a variety of accounts.
- 35. Create budgets for clients and automatically generate alerts to users when specified fields or balances are reached.
- 36. Prepare an accounting for each case including appropriate attachments and exhibits.
- 37. Produce reports to meet general audit requirements including user access, dates entries were created and/or modified.
- 38. Permit specified users to produce and export reports of various field to query data, investigate results and review the generated information for discrepancies in the data through spreadsheets, charts or other means.
- 39. Export data in a Microsoft Excel-readable format.
- 40. Create updates when rates/amounts change.
- 41. Automate direct deposit functionality and data exchange with banking partners.
- 42. Restrict access to funds.
- 43. Generate checks for the Representative Payee program.
- 44. Revise Inventory and Appraised Values.
- 45. Generate Reports.
- C. Testing objectives must include verification that the required business functions and task flows comply with the System requirements.
- D. Testing of automated and manual processes of the system.

- E. Description of Contractor and County roles in performing the User Acceptance Test.
- F. Problem resolution strategy.
- G. Automated file transfers testing and validation whether internal to the County or external banks or entities.

The User Acceptance Test Plan must include a method for documenting and reporting compliance with System requirements. The County will verify the accuracy of all such reports.

3.7.2 User Acceptance Test Plan

The Contractor must develop a User Acceptance Test Plan in accordance with the components outlined in Subparagraph 3.7.1, Develop User Acceptance Test Plan.

3.7.3 Conduct User Acceptance Test

The County and Contractor will jointly perform a User Acceptance Test. This test must be performed with a simulated full load in a test environment created by the Contractor. There shall be several cycles of the test performed (testing will be repeated as necessary) before the User Acceptance Test is complete. When the User Acceptance Test is completed, the System must be ready for implementation.

Results of the User Acceptance Test must be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, the Contractor will be notified, in writing, by the County, and the Contractor must correct the deficiencies within five calendar days from the date of notification. If significant programming changes are made in the course of the User Acceptance Test, Integration, and/or Regression, the Test may need to be repeated, as determined by the County. During this testing period, all personnel designated by the County to participate in the User Acceptance Test must have required access to the System for the purpose of evaluating its functionality.

The User Acceptance Test will not be considered complete until all functionality of the System has been successfully tested and the County has accepted the final results. In the event the User Acceptance Test results do not satisfy all requirements, as determined by the County in its sole discretion, the Contractor shall:

- A. Provide a written proposed solution and schedule that will deliver a System that will satisfy all requirements, and that is subject to the written approval of the County.
- B. Implement and test the proposed updated System until such time as the County provides written approval.

3.7.4 User Acceptance Tests Results Report

As described in Paragraph 3.7.1, Develop User Acceptance Test Plan, the Contractor must conduct and successfully complete User Acceptance Tests prior to System implementation. The Contractor will deliver to the County a "User Acceptance Tests Results Report" within ten days of successful completion of User Acceptance Tests.

3.8 System Training and Documentation

3.8.1 Task: Train County Staff

The Contractor must prepare and implement a comprehensive training program, including any corresponding training materials. The training program will include training courses addressing Technical Training, End User Training, and Train-the-Trainers Training for County's technical staff, End Users, and trainers respectively.

As part of the training, the Contractor will provide designated County groups with extensive working knowledge of the System capabilities, training in the administration of the System and operation of the System on County provided virtual environment, including any County hardware components (if applicable), problem training to ensure End Users will become acquainted with error messages, online support, and corrective actions. The Contractor shall create and incorporate the training data into the training manuals. The Contractor must refresh the data prior to each training session. For training, the Contractor must plan and create a training environment on the County's premises, unless elected otherwise by the County.

3.8.1.1 Deliverable – Training Plan

The Contractor must provide to the County a detailed plan for training County staff on the use of the System as provided under Paragraph 3.8, Task 3.8.1: Train County Staff. The Contractor must deliver training classes and training materials consistent with the

classes described in the County approved plan and certify in writing that all training has been successfully completed.

3.8.1.2 Deliverable – Prepare and Provide User Documentation

The Contractor will prepare User Documentation for the System. This Documentation shall include user manuals that must provide the County with a comprehensive reference source of System functionality and data definitions. The Contractor must make the Documentation available in a hard copy format, if elected by the County, and in an electronic format.

3.8.1.3 Deliverable – System Documentation

The Contractor will provide to the County comprehensive Documentation of System functionality and data definitions. The Contractor must deliver this Documentation to the County in a hard copy format, if elected by the County, and in an electronic format. The Contractor must also deliver electronic links to any online help and Documentation files for the System, if available.

3.9 Other System Requirements

3.9.1 Setup of Test and Production Environments

The system must have two environments: Test and Production. Both environments must have identical configuration and setup that will allow the TTC proper testing and validation of the new system's functionalities. The TTC End Users will use the Test environment to test and validate the system. Once the test and validation tasks are completed successfully, the Production environment shall be setup identically.

3.9.1.1 Comply with LA County secure access requirements to limit access to only allowed IP addresses while connecting remotely.

3.9.1.2 Incorporate access controls to ensure that the privacy of the data/information transmitted is secured, avoid

potential conflicts of interest, and comply with all Federal and State guidelines regarding PHI and PII.

- 3.9.1.3** Utilize, and appropriately interact with a variety of browsers, including, but not limited to Chrome, Edge, and other County approved browsers.

4.0 SYSTEM IMPLEMENTATION

4.1 System Environments

The Contractor must provide separate and distinct environments for Test, and Production. At minimum, the Test and Production environments shall persist throughout the term of the contract.

The Test environment configuration must be identical to Production. Data refreshes between environments shall be done on-demand as requested by the County and must be included as part of regular maintenance.

4.2 Prepare Technical Configuration and System Installation Plan

The Contractor must prepare a System Installation Plan that identifies the technical configuration required for the System to be used by the County (System Installation Plan). The plan must be approved by the County prior to implementation. As part of this Subparagraph 4.2, Contractor will:

- A. Identify any environmental modifications (i.e., Firewall Rules, Allowed List, etc.).
- B. Identify OS/Browser setting requirements needed for the System.
 - Must run on modern Web Browsers (i.e., Latest versions of Chrome or Edge).
- C. Other Hardware configuration (i.e., Printers).
- D. Other Software configuration (i.e., Microsoft Office).

4.3 System Cutover and Production Site Installation Plan

After completion of successful User Acceptance Test by the County, the Contractor will prepare and deliver to the County the configuration migration plan from the Test and Production environments, Production Site Installation Plan which must, identify the logistics, timing and technical configuration required for the System installation and cutover of the System to Production Use (Cutover-to-Production), as described in

Subparagraph 4.2, Prepare Technical Configuration and System Installation Plan.

4.3.1 Perform System Cutover-to-Production Use

Contractor will prepare the System for Production Use as documented in the Production Site Installation Plan developed pursuant to Subparagraph 4.2, Prepare Technical Configuration and System Installation Plan. As part of System Cutover-to-Production Use, Contractor must, at a minimum:

- A. Confirm that the County and Contractor have successfully completed all Acceptance Tests;
- B. Transfer to production environment the successfully tested System configuration;
- C. Maintain technical staff at the County site or in a mutually agreed upon manner for problem resolution and production assistance for a period of at least five Working Days following Cutover-to-Production or such higher period of time as elected by County;
- D. Take all steps necessary for the transition to Contractor's Help Desk, which must provide the County with required support; and
- E. At the TTC's option and prior to initiating Production Use of the System, the Contractor must complete a successful test run (Test Run) that will validate compliance with the TTC's system requirements.

Completion of this Subparagraph 4.3.1 will constitute Cutover to Production, and the System shall be in Production Use.

5.0 OTHER SERVICES

The County may request additional services, enhancements, customizations, and similar changes in scope and in the event of such a request the parties agree to meet and confer in good faith on the feasibility of said request, and if feasible to negotiate in good faith on an amendment pursuant to Contract, Subparagraph 8.1, Change Notices and Amendments, to address said request.

6.0 PROFESSIONAL SERVICES

The Contractor must provide to the County Professional Services including, but not limited to additional training, the preparation and provision of additional user and System reference Documentation, and consulting services, at the applicable

rates and fees set forth in Exhibit B, Pricing Schedule. Following County's request for Professional Services, made from time to time during the term of the Contract, Contractor must submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. County and Contractor must agree on the Scope of Work for such Professional Services, which must at a minimum include the tasks, subtasks, and deliverables to be performed, acceptance tests and warranty provisions, as applicable, and the Maximum Fixed Price for such Professional Services.

7.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor must adhere to physical and/or computer security safeguards as identified in Contract, Exhibit I, Information Security and Privacy Requirements.

8.0 QUALITY CONTROL PLAN

Contractor shall establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP shall be submitted to the County's Project Director within ten business days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor must review its QCP annually and update as changes occur.

At a minimum, the QCP shall include the following:

- 8.1** The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring.
- 8.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 8.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, which shall be provided to the TTC upon request.
- 8.4** The method for ensuring Contractor maintains confidentiality.

9.0 BUSINESS CONTINUITY PLAN

The Contractor must provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within ten business days of this Contract start date and within ten business days when changes occur during the Contract Term. The BCP must include, at a minimum, the following components:

- 9.1** The process for notifying the TTC immediately of any emergency that disrupts service (e.g., power outages, natural disaster, fire, cyber terrorism, etc.);
- 9.2** Timeline for operationalizing the BCP;
- 9.3** Description of the Contractor's disaster recovery plans and solutions;
- 9.4** Address, phone number, email address, and fax number of any alternate site(s) where Contractor will perform services;
- 9.5** Description of the production capabilities at any alternate site(s);
- 9.6** Description of the Contractor's IT plans and features to ensure the County's information remains accessible and secure;
- 9.7** Description of how Contractor would implement the BCP; and
- 9.8** Description of how Contractor will test the BCP on an annual basis and update it accordingly.

10.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

10.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as defined in the PRS Chart. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

10.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor shall respond in writing to the County within three business days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancies are valid. The Contractor shall submit a plan for correction of all deficiencies identified in the CDR to the County within five business days and resolve discrepancy within a time period mutually agreed upon by the County and the Contractor.

10.3 County Observations

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

10.4 Contractor Complaint Log

The Contractor shall maintain a log of all complaints received from the County or the public. The Contractor shall immediately investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five business days of receiving the complaint. Each Report shall include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action to said complaint(s).

10.5 Site Visits

The TTC may designate personnel to conduct site visits to observe performance, activities, and review documents relevant to this Contract. TTC personnel will conduct site visits during regular business hours and will not unreasonably interfere with the Contractor's performance.

11.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor shall maintain days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the TTC. TTC's regular business hours are from Monday through Friday, during the hours of

8:00 a.m. to 5:00 p.m. Pacific Time (PT). Development, testing, implementation, on-site maintenance, and any other services that require access to County facilities may only be performed during regular business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. PT) except for County observed holidays, unless specified otherwise in the Contract, or requested by the County. A list of County Observed Holidays may be found on the TTC's website <https://ttc.lacounty.gov/county-holidays/>.

However, Proposer shall provide any necessary services, including, but not limited to, those services described in the Contract and Exhibit A, SOW, including any Exhibits and Attachments thereto, that do not require access to County facilities, regardless of the County's regular business hours and/or observed holidays.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) Chart lists the required services and deliverables monitored by the County during the Contract Term.

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

12.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Require the Contractor to implement a Corrective Action Plan (CAP), subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor based on the assessment indicated in the PRS Chart.
- Reduce, suspend, or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy requests for improvement of performance or to perform the neglected work specified within ten business days, or the timeframe specified by the TTC, will constitute authorization for the County to have the service(s) performed by others. Contractor must reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor must credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

12.3 Nothing within this section precludes the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in this Contract.

13.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the services listed in the PRS Chart is considered satisfactory when no discrepancies are found by the TTC through Contract monitoring or other means. When performance is unsatisfactory, the TTC may provide a CDR to the Contractor. The Contractor is required to respond to the CDR in writing within ten business days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

The County's Project Director will evaluate the written response and, at his/her sole discretion, determine whether the Contractor shall be responsible for full payment, partial payment, or if the Contract termination process is applicable.

14.0 SYSTEM AVAILABILITY

The System must be available and subject to Service Level Credits in accordance with Attachment 1, Service Level Agreements.

EXHIBIT A1

STATEMENT OF WORK ATTACHMENT

FOR

FIDUCIARY ELECTRONIC INFORMATION
SYSTEM

EXHIBIT A1
STATEMENT OF WORK ATTACHMENTS
TABLE OF CONTENTS

STATEMENT OF WORK ATTACHMENT

1. SERVICE LEVEL AGREEMENTS

SERVICE LEVEL AGREEMENTS

1. General Terms

Contractor agrees to the quality levels set for its application support, operation, and hosting services described in this Service Level Agreement.

2. 99% Prime Time Service Availability Objective

Contractor will maintain a production environment for the provision and rendering of its services in the United States. Data access within the environment is available on a 24-hour per day, seven days per week basis, divided into prime hours of 7:00 a.m. to 7:00 p.m. Pacific Standard Time (PST) on regular County workdays ("Prime") with a service availability commitment of 99% uptime, and non-prime hours of 7:00 p.m. to 7:00 a.m. PST on regular County workdays and all day on County non-workdays with a service availability commitment of 95% with the exception of:

- (i) Periods of Scheduled maintenance, which Contractor will regularly perform every Sunday between the hours of 6:00 a.m. and 12:00 p.m. PST at each data center to which the County is linked;
- (ii) Loss of service due to circumstances beyond Contractor's control, including but not limited to power outages, fires, floods, other acts of nature, strikes, lockouts, acts of war or sabotage, and any other circumstances not reasonably within the ability of Contractor to control.

3. Outage Notification Objective

During the prime hours mentioned in section 2 above, Contractor will respond within 15 minutes to reports of an outage. After access has been restored, details of the cause of the outage will be provided upon request.

In order to facilitate Level-3 (Attachment 1, paragraph 4.5.3) support commitment, Contractor has created an email account (support@panosoft.com) for the County to communicate their support issues to the Contractor. This account is set up to forward emails to Level-3 support staff in Contractor's organization who can investigate the issue and determine the correct solution for correcting the problem.

Anytime the County feels they have an urgent issue, they may directly call the support team or Account Manager to help solve a particular critical issue.

4. Services Definition

The below Service Level Agreement defines the categories, priorities, and response time to provide standard Level-3 support.

The following tables describe in detail the Services, Support Request Categories, Request Priorities, and the Request Priority Response Time supported by Contractor.

4.1 Contractor Services

Contractor agrees to the following Services and their corresponding target level as defined in the following table:

<i>Service</i>	<i>Target Level</i>
Application Availability (Prime)	99%
Application Availability (non-Prime)	95%
Application Hours Available (Prime)	7:00 a.m. – 7:00 p.m. PST
Application Hours Available (non-Prime)	7:00 p.m. – 7:00 a.m. PST
Application Support	7:00 a.m. – 5:00 p.m. PST
Maintenance Window	Sunday, 6:00 a.m. – 12:00 p.m. PST
Restore Backup Records	<i>Eight Hours</i>
Test and implement application upgrade ¹	<i>One Week</i>
Application configuration modification	<i>24 Hours</i>

¹ Application upgrades which include maintenance and enhancements are scheduled on a weekly basis. If an application defect is found, depending on the severity, it may be migrated to production on an exception basis. Application Configuration changes which do not require the application to be refreshed can be accommodated on a daily basis. If a configuration change requires an application refresh, then the normal weekly schedule would apply unless required in a daily release. Releases to production are controlled through the Contractor Support Team.

4.2 Administration Support Request Categories

Requests for support will be typed into three broad categories as defined in the following table:

<i>Support Request Category</i>	<i>Definition</i>
<i>Configuration Changes</i>	<i>Existing field label or attribute changes.</i>
<i>Maintenance</i>	<i>Defined to be any work required to keep the system functioning as delivered. This includes applying bug fixes, system patches, data value-based modification, scheduled releases, database monitoring and tuning, and making any updates considered to be routine.</i>

<i>Enhancements</i>	<i>Changes that require new database fields, or modification to existing application objects: Modules, Screens, New Fields, New Values. Enhancement requests will be evaluated, prioritized and quoted individually.</i>
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4.3 Request Priority

Support requests will be assigned a priority by the County in accordance with the following table:

<i>Priority Level</i>	<i>Reason</i>	<i>Example</i>
<i>Urgent</i>	<i>Multiple resources (people/processes are down)</i>	<i>Application Server Down Router/Switch Down DNS Server Down</i>
<i>High</i>	<i>A single user or a group is impacted but is not down</i>	<i>(single) – cannot login (group) – application bug</i>
<i>Medium</i>	<i>A single user is impacted but not down (Most requests fall into this priority) A single user is somewhat impacted by the issue A group is somewhat impacted by the issue</i>	<i>Application Enhancement Request Code Table Change Request Workflow Change Request</i>
<i>Low</i>	<i>A single user is somewhat impacted by the issue</i>	<i>Application Enhancement Request Workflow Change Request</i>

4.4 Request Priority Response Time

Responses to requests will be within the following times:

<i>Priority Level</i>	<i>Acknowledgement</i>	<i>Problem Diagnosis</i>	<i>Resolution Time Goal *dependent upon problem complication</i>
<i>Urgent</i>	<i>five minutes</i>	<i>30 minutes</i>	<i>two hours</i>
<i>High</i>	<i>five minutes</i>	<i>30 minutes</i>	<i>Workgroup - two hours</i>
	<i>five minutes</i>	<i>30 minutes</i>	<i>Individual User – four hours</i>
<i>Medium</i>	<i>five minutes</i>	<i>24 hours</i>	<i>48 hours</i>
<i>Low</i>	<i>five minutes</i>	<i>48 hours</i>	<i>96 hours</i>

4.5 Support Level Definitions:

4.5.1 Level-1:

Level-1 support is the first line support, typically referred to as the Help Desk.

The responsibilities of this tier are:

- To be available to answer user calls during normal operation hours.
- To be able to help users with any usability issue that is covered in either training manuals or user and system documentation.
- To document all issues that are reported and see the issue through to resolution.
- To interface with tier-2 support when issue cannot be resolved at the tier-1 level.

4.5.2 Level-2:

Level-2 support is responsible for handling any calls that Level-1 does not have the knowledge or technical ability to handle. The staff at this level typically have more technical knowledge about the specifics of the system than do the Level-1 staff. The main purpose of Level-2 support is to investigate the issues in more detail and determine whether the issue is a system problem or a user training issue.

The responsibilities of this tier are:

- Perform analysis to determine whether it is a user training issue, system configuration issue, or a system problem / bug.
- Work with Level-1 support if the issue is a training or system setup issue.
- Work with Level-3 support if the issue is a system problem or bug.

4.5.3 Level-3:

Level-3 support is responsible for handling all issues that are determined to be system problems/bugs. Typically, this tier is staffed by members of the product development team.

The responsibilities of this tier are:

- Coordinate with tier-2 support to understand and further document the issue.
- Perform detailed analysis of the issue, working with the appropriate development team members when needed.

Determine the appropriate course of action to mitigate the issue.

4.5.4 Level-4

Level-4 support handles issues beyond the scope of Level-3. These may be related to the infrastructure applications are hosted on. These fixes affect all County Users of the software.

The responsibilities of this tier are:

- Support the toolkit upon which all applications are built
- Maintain servers, URLs, Web Services and Data Bases required to adhere to the availability of the production environment.

4.6 Service Credits

Should Contractor fail to meet its Uptime commitment during Prime hours (Section 2 and 4.1 above) calculated for each calendar month, then County is entitled to a Service Credit of \$250 off the next month's invoice for each 0.5% below the 99% Uptime commitment during Prime Hours the Contractor was off.

Should Contractor fail to provide the required support and response times (Sec. 4.1 - 4.5.4 above), then County is entitled to a Service Credit of \$100 off the next month's invoice for each violation.

Should Contractor fail to resolve an Urgent or High Priority issue within the resolution goal (Sec. 4.4 above), then County is entitled to a Service Credit of \$100 off next month's invoice for each hour over the stated resolution goal.

In the event Service Credits accrue during the last month of the Contract prior to expiration or termination, Contractor will timely refund the accrued Service Credits to the County.

EXHIBIT A2

STATEMENT OF WORK AND CONTRACT TECHNICAL EXHIBITS

FIDUCIARY ELECTRONIC INFORMATION SYSTEM

EXHIBIT A2
STATEMENT OF WORK AND
CONTRACT TECHNICAL EXHIBITS
TABLE OF CONTENTS

TECHNICAL EXHIBITS

- 1 Contract Discrepancy Report (CDR)
- 2 Performance Requirements Summary (PRS)

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT (CDR)**

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY or 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 _____

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Provide complete and accurate invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Submission of invoices by the 15 th calendar day of the month following the month of service	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Inclusion of supporting documentation with invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Issuance of revised, annotated invoices based on an identified discrepancy	None	Review of documents	\$100 per incident of non-compliance
Paragraph 7.0 Administration of Contract – Contractor	Replacement of unacceptable Contract personnel within one business day	None	On-site inspection and observation, user complaint	\$100 per employee per occurrence of non-replacement/removal
Subparagraph 7.1 Contractor's Project Director Subparagraph 7.2 Contractor's Project Manager/Alternate Project Manager	Contractor will notify the County's Project Director and County's Project Manager in writing of any changes to Exhibit E, Contractor's Administration and provide résumé within five Business Days.	None	Inspection, Observation & Complaints	\$50 per occurrence of failure to notify or if notification is late.
Subparagraph 7.6 Background and Security Investigations	Completion of Employee Background Checks.	None	Complaints, spot checks of assigned personnel.	\$500 per incident of non-compliance.
Subparagraph 7.7 Confidentiality	Contractor Acknowledgement and Confidentiality Agreement, Contractor Employee Acknowledgement and Confidentiality Agreement, or	None	Review of reports; complaints	\$100 per day per Employee or non-employee, as applicable, when form not signed as required.

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
	Contractor Non-Employee Acknowledgment and Confidentiality Agreement, as applicable, signed prior to beginning work under the Contract, and provided to TTC.			\$1,000 per unauthorized release of information.
Subparagraphs 8.24 and 8.25, Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to TTC.	None	Receipt and review of insurance information.	\$1,000 per day per policy for non-renewal of policy after expiration; \$1,000 per day per policy for failure to maintain coverage; Contract may also be terminated at the TTC's option.
Subparagraph 8.38 Record Retention and Inspection/Audit Settlement Subparagraphs 8.38.1 and 8.38.3	Contractor to maintain all required documents as specified in Subparagraph 8.38.	None	Inspection of files	\$500 per occurrence or possible termination or suspension for default of contract.
Subparagraph 8.38.5 Financial Statements	Provide required financial statements according to schedule as specified in Subparagraph 8.38.5.	None	Receipt of document	\$50 per day financial statements are not provided
Subparagraph 8.38.6 Pending Litigation	Provide required statement on status of pending litigation as specified in Subparagraph 8.38.6	None	Receipt of document	\$50 per occurrence

**STATEMENT OF WORK AND CONTRACT
TECHNICAL EXHIBIT 2
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE		MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Exhibit 1A, SOW Attachment, Attachment 1, Service Level Agreements	SaaS Severity Level 1-2	None	System Use	<p>Where Percentage Problem Response is greater than 99%: No Performance Credit will be due to County.</p> <p>Where Percentage Problem Response is equal to or less than 99%: County shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response, capped at 100% of monthly service fees.</p>
Exhibit 1A, SOW Attachment, Attachment 1, Service Level Agreements	SaaS Severity Level 3 - 4	None	System Use	<p>Where Percentage Problem Response is greater than 99%: No Performance Credit will be due to County.</p> <p>Where Percentage Problem Response is equal to or less than 99%: County shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response, capped at 100% of monthly service fees</p>

PRICING SCHEDULE

NOTE: PRICING IS FIRM AND FIXED FOR THE TERM OF THE AGREEMENT

Section 1: Initial Start-up Cost	Price
1. Data Conversion	\$ 86,000.00
2. Training and Initial Support	\$ 25,000.00
3. System Deployment	\$ 4,000.00
Total Initial Start-up Cost	\$ 115,000.00

Licensing and Hosting Section 2: User Cost	Monthly Fee	No. of Users	Price
Pre Implementation			
1. Full Users	\$ 175.00	90	\$ 15,750.00
2. Limited Users	\$ 85.00	100	\$ 8,500.00
Total Montly User Cost			\$ 24,250.00
6 Months in Pre Implementation			\$ 145,500.00

Software Maintenance & Support Costs (Post Implementation)	Annual Cost for All Users
Year 1	\$ 291,000.00
Year 2	\$ 291,000.00
Year 3	\$ 291,000.00
Option Year 1	\$ 291,000.00
Option Year 2	\$ 291,000.00
Optional 6-month extension - TBD	\$ 145,500.00
Total Software Maintenance and Support Costs	\$ 1,600,500.00

PRICING SCHEDULE

Other/Professional Services	Amount
Professional Services	\$ 300,000.00

Pool Dollars	Amount
Total Pool Dollars	\$ 216,100.00

TOTAL FIXED FEES AND MAINTENANCE Project Fixed Fee plus Maintenance/Support for term of the contract, including optional renewal periods:	\$ 2,377,100.00
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Notes:

- (1) There will be 20% withholds on all invoices/payments, to be paid by County to Contractor at the completion of Final Acceptance.
- (2) Costs should assume they begin at the date of Final Acceptance and should accommodate the number of years proposed.
- (3) Payments will be paid monthly in arrears commencing not sooner than the month following Final Acceptance.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Lisa Proft
Title: Assistant Treasurer and Tax Collector
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0418
Facsimile: (213) 633-1944
Email Address: lproft@ttc.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Lena Adran
Title: Information Technology Supervisor
Address: 500 West Temple Street, Suite 409
Los Angeles, CA 90012
Telephone: (213) 374-0288
Facsimile: (213) 217-4974
Email Address: ladran@ttc.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Eugenio Valdez
Title: Assistant Operations Chief
Address: 320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0517
Facsimile: (213) 633-1944
Email Address: evaldez@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CONTRACTS' SECTION – CONTRACT MONITOR:

Name: Seeta Azizi
Title: Contract Monitor
Address: 500 West Temple Street, Room 462
Los Angeles, CA 90012
Telephone: (213) 584-1303
Facsimile: (213) 687-4857
Email Address: sazizi@ttc.lacounty.gov

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

CHIEF INFORMATION SECURITY OFFICER:

Name: Jeffrey Aguilar
Title: Chief Information Security Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 253-5659
Email Address: CISO-CPO_Notify@lacounty.gov

CHIEF PRIVACY OFFICER:

Name: Lillian Russell
Title: Chief Privacy Officer
Address: 320 West Temple, 7th Floor
Los Angeles, CA 90012
Telephone: (213) 351-5363
Email Address: CISO-CPO_Notify@lacounty.gov

COUNTY'S DEPARTMENTAL CHIEF INFORMATION OFFICER (DCIO):

Name: Matthew Der
Title: Departmental Chief Information Officer
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 866-5783
Facsimile: (213) 217-4974
Email Address: mdr@ttc.lacounty.gov

COUNTY'S DEPARTMENTAL INFORMATION SECURITY OFFICER (DISO):

Name: Chamnan So
Title: Departmental Information Security Officer
Address: 500 West Temple Street, Rm 409
Los Angeles, CA 90012
Telephone: (213) 584-1406
Facsimile: (213) 217-4974
Email Address: cso@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Panoramic Software Corp.

CONTRACT NO. _____

CONTRACTOR'S CONTRACT ADMINISTRATOR:

Name: Jack Fleming
Title: Director of Product Maintenance
Address: 32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Telephone: (877) 558-8526
Facsimile:
Email Address: jack@panosoft.com

CONTRACTOR'S CONTRACT MANAGER:

Name: Nick Somoff
Title: Application Manager/Project Manager
Address: 32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Telephone: (877) 558-8526
Facsimile:
Email Address: nick@panosoft.com

CONTRACTOR'S ALTERNATE CONTRACT MANAGER:

Name: Heidi Schum
Title: Application Manager/Project Manager
Address: 32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Telephone: (877) 558-8526
Facsimile:
Email Address: heidi@panosoft.com

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Panoramic Software Inc.

CONTRACT NO. _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Jeff von Waldburg
Title: President & CEO
Address: 32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Telephone: (877) 558-8526
Facsimile:
Email Address: jeff@panosoft.

Notices to Contractor shall be sent to the following:

Name: Panoramic Software Inc.
Title:

Address: 32932 Pacific Coast Highway #14-482
Dana Point, CA 92629
Telephone: (877) 558-8526
Facsimile:
Email Address: contracts@panosoft.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

IT CONTRACTS

F1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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

CONTRACTOR NAME Panoramic Software, Inc. 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 above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff 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 ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

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 M1, 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: 8 / 30 / 2023

PRINTED NAME:

Jeff von Waldburg

POSITION:

President & CEO

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to [California Revenue and Taxation Code section 3436](#); or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to [California Revenue and Taxation Code section 2922](#); except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth 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
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to [Section 2.206.060.A.14](#) of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT I

INFORMATION SECURITY AND PRIVACY REQUIREMENTS



INFORMATION SECURITY AND PRIVACY REQUIREMENTS

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 Exhibit to the Contract "Information Security, and Privacy Requirements Exhibit," ("Exhibit I") sets forth in detail 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 Contractor shall establish all Information Security, and Privacy Requirements within ten business days prior to the Effective Date of the Contract and maintain all Information Security and Privacy Requirements throughout the entire Contract term.

These requirements and procedures contained in this "Exhibit I" are incorporated by reference into the Terms and Conditions of the Contract and constitute a minimum standard for Information Security and Privacy Requirements in conjunction with the requirements of the Contract between the County and Contractor (the "Contract"). 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 all measures pertaining to any ongoing Threats and Risks. Failure to comply with the minimum Information Security and Privacy Requirements set forth in this "Exhibit I" herein incorporated by reference into the Terms and Conditions of the Contract shall 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. The Terms and Conditions of the Contract shall govern and control unless stated otherwise in the Contract.

1. DEFINITIONS

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

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.

- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** a formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is

subject to exploitation or misuse.

- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor 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 shall 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 shall be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

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

The Contractor's Privacy Program shall include:

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

3. PROPERTY RIGHTS TO COUNTY INFORMATION

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

4. CONTRACTOR'S USE OF COUNTY INFORMATION

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

5. SHARING COUNTY INFORMATION AND DATA

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

6. CONFIDENTIALITY

- 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 Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights

provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five 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 13 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. 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 within ten business days upon receiving TTC's written approval and prior to performing any work under the Contract, 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 Treasurer and Tax Collector in conjunction with the approval of County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

8. 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.

9. 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 days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

10. 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.

11. 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 13 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 back-ups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such

back-ups shall be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 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 Contract Administrator/Project Director or Contract Manager/Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 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 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 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 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. 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 24 hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone to the individuals listed on Exhibit D, County's Administration.
- 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/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.

14. 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.

15. AUDIT AND INSPECTION

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

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

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

Exhibit, the County may exercise its termination rights underneath the Contract.

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

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

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 County 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 24 hours implement the Contractor's Business Continuity Plan, consistent with Section 11 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 Subparagraph 7.8, Confidentiality.

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 hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor shall create daily back-ups 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 back-ups 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 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 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 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 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 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 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.

OPERATIONS CLUSTER
FISCAL YEAR 2023-24
SUPPLEMENTAL CHANGES
OPERATIONS BUDGET PRESENTATION
SEPTEMBER 20, 2023

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

Changes from the 2023-24 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MUSEUM OF ART					
2023-24 Adopted Budget	38,349,000	--	--	38,349,000	12.0
1. Carryover: Reflects one-time carryover funding of FY 2022-23 savings pursuant to the 1999 Funding Agreement amended in 2008 between the County and Museum Associates. (4-VOTES)	807,000	--	--	807,000	--
Total Changes	807,000	0	0	807,000	0.0
2023-24 Supplemental Changes	39,156,000	0	0	39,156,000	12.0
MUSEUM OF NATURAL HISTORY					
2023-24 Adopted Budget	26,280,000	0	0	26,280,000	7.0
1. Operating Agreement: Reflects an increase in funding to the County's base funding obligation to continue the Museum's successful operation and public programming Countywide. (4-VOTES)	750,000	--	--	750,000	--
2. Carryover: Reflects one-time carryover funding of FY 2022-23 savings pursuant to the 1994 Funding Agreement amended in 2023 between the County and Museum Associates. (4-VOTES)	393,000	--	--	393,000	--
Total Changes	1,143,000	0	0	1,143,000	0.0
2023-24 Supplemental Changes	27,423,000	0	0	27,423,000	7.0
HUMAN RESOURCES					
2023-24 Adopted Budget	122,608,000	76,028,000	25,419,000	21,161,000	592.0
1. Employee Benefits Operations: Reflects the addition of 1.0 Human Resource Analyst III position to provide technical and consultative assistance Countywide, regarding employee benefits and deferred income programs. (4-VOTES)	221,000	53,000	168,000	--	1.0
2. One-Time Funding: Reflects one-time funding for legal settlements (\$0.1 million), severance payouts (\$0.2 million), and large-scale County examinations (\$0.1 million). (4-VOTES)	450,000	--	--	450,000	--
3. Enterprise Systems Maintenance: Reflects the Departments proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (3-VOTES)	1,000	1,000	--	--	--
4. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (3-VOTES)	15,000	13,000	--	2,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
5. Other County Departments Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	97,000	65,000	16,000	16,000	--
6. Ministerial Adjustment: Reflects the realignment of revenue based on historical and anticipated trends. (3-VOTES)	--	--	--	--	--
Total Changes	784,000	132,000	184,000	468,000	1.0
2023-24 Supplemental Changes	123,392,000	76,160,000	25,603,000	21,629,000	593.0
COUNTY COUNSEL					
2023-24 Adopted Budget	204,099,000	146,774,000	40,853,000	16,472,000	725.0
1. Peace Officer Records Division: Reflects the addition of 25.0 Paralegal positions and services and supplies, fully offset by intrafund transfer from the Sheriff and Probation departments, to continue the establishment of a dedicated Public Request Act unit within the Department, focusing on SB 1421 records (Phase II). (4-VOTES)	4,096,000	4,096,000	--	--	25.0
2. Justice and Safety Division: Reflects the addition of 1.0 Senior Deputy County Counsel position to advise and assist the Probation Department with Board of State and Community Corrections regulations. (4-VOTES)	356,000	356,000	--	--	1.0
3. Various One-Time Funding: Reflects one-time funding for legal fees for Los Angeles Homeless Services Authority attorney hours (\$0.4 million) and legal settlements (\$70,000). (4-VOTES)	492,000	--	--	492,000	--
4. Consumer Protection Settlement (CPS): Reflects a net decrease for approved CPS programs, fully offset by a decrease in Operating Transfers In from the CPS fund. (3-VOTES)	(4,045,000)	--	(4,045,000)	--	--
5. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (3-VOTES)	2,000	2,000	--	--	--
6. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	29,000	23,000	4,000	2,000	--
7. Other County Departments Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (4-VOTES)	36,000	28,000	5,000	3,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Ministerial Adjustment: Reflects the realignment of appropriation to conform to Government Accounting Standards Board 96. (3-VOTES)	--	--	--	--	--
Total Changes	966,000	4,505,000	(4,036,000)	497,000	26.0
2023-24 Supplemental Changes	205,065,000	151,279,000	36,817,000	16,969,000	751.0

INTERNAL SERVICES DEPARTMENT

2023-24 Adopted Budget	780,195,000	601,580,000	131,319,000	47,296,000	2,156.0
1. Director of Digital Equity: Reflects the addition of 1.0 Administrative Manager XV, ISD position to serve as the Director of Digital Equity and establish the Intergovernmental Broadband Coordinating Committee to expand affordable and reliable internet access across jurisdictions. (4-VOTES)	352,000	--	--	352,000	1.0
2. Office of Major Programs and Initiative: Reflects one-time funding for 6.0 existing positions and services and supplies to pursue State, federal, and local grant opportunities. (4-VOTES)	82,000	(2,988,000)	--	3,070,000	--
3. Electric Vehicle (EV) Infrastructure: Reflects one-time funding to continue the multi-year EV Infrastructure project to support the installation of EV charging station installations at County facilities for the use of County fleets and employees, and visiting public. (4-VOTES)	2,500,000	--	--	2,500,000	--
4. LA-RICS Migration: Reflects one-time funding for the telecommunication radio antennas migration and tower removals to accommodate Land Mobile Radio tower construction for LA-RICS. (4-VOTES)	1,500,000	(300,000)	--	1,800,000	--
5. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (4-VOTES)	3,541,000	2,900,000	637,000	4,000	--
6. Firewalls: Reflects one-time funding for firewalls for the Data Center and the Local Recovery Center. (4-VOTES)	4,338,000	--	--	4,338,000	--
7. Data Center Facility: Reflects one-time funding to increase computing capacity for servers that make up the eCloud due to requirements to support heightened security and patching agents. (4-VOTES)	800,000	--	--	800,000	--
8. Carryovers: Reflects one-time funding for eProcurement System (\$2.9 million), EV user fee (\$0.3 million), and departmental rebates in FY 2023-24 (\$8.6 million). (4-VOTES)	3,207,000	(8,559,000)	--	11,766,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
9. American Rescue Plan Act (ARPA): Reflects the reappropriation of ARPA funding for the Delete the Divide Program. (4-VOTES)	69,094,000	--	69,094,000	--	--
10. Local Area Technical Assistance (LATA) Grant: Reflects the increase in appropriation for the LATA Grant from the California Public Utilities Commission (CPUC) to accelerate digital equity. (4-VOTES)	320,000	--	320,000	--	--
11. Grant Funding: Reflects the reappropriation of funding for the following: Digital Navigator Program (\$3.4 million); Affordable Connectivity Program (\$0.7 million); Mobile Source Air Pollution Reduction Review Committee Grant for zero-emission vehicles and charging infrastructure (\$0.4 million); California Department of Transportation Grant for the County of Los Angeles Shared and Electric Mobility Project (\$0.7 million); California Energy Commission Grant for the County Regional Electric Vehicle Supply Equipment Workforce Training and Development Program (\$0.3 million); and the Reliable, Equitable, and Accessible Charging for multi-family Housing Grant for the County's public housing residents project (\$1.6 million). (4-VOTES)	7,024,000	--	7,024,000	--	--
12. Locksmith Transfer: Reflects the transfer of 1.0 Locksmith position to the Probation Department to address immediate needs at juvenile facilities. (4-VOTES)	(135,000)	(111,000)	(24,000)	--	(1.0)
13. Governmental Accounting Standards Board (GASB) No. 96 – Subscription Based Information Technology Arrangements: Reflects a ministerial adjustment to realign appropriation from services and supplies to other charges (\$13.8 million) to comply with GASB 96. (3-VOTES)	--	--	--	--	--
14. Enterprise System Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	3,000	2,000	1,000	--	--
15. Other County Departments Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	111,000	85,000	19,000	7,000	--
Total Changes	92,737,000	(8,971,000)	77,071,000	24,637,000	0.0
2023-24 Supplemental Changes	872,932,000	592,609,000	208,390,000	71,933,000	2,156.0

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

UTILITIES

2023-24 Adopted Budget	43,860,000	754,000	43,011,000	95,000	0.0
1. Energy Revolving Loan Fund: Reflects one-time funding to augment the Energy Efficiency Revolving Loan Fund to support energy saving deferred maintenance projects and to accelerate energy efficiency and renewable projects within County facilities. (4-VOTES)	2,500,000	--	--	2,500,000	--
2. Natural Gas: Reflects an increase based on current year expenditures, consumption trends, and anticipated rate increases. (4-VOTES)	267,000	--	267,000	--	--
3. Energy Investment Program (EIP): Reflects an increase in funding for EIP projects identified throughout the County. (4-VOTES)	2,229,000	(754,000)	2,983,000	--	--
4. Electric Vehicle (EV) Ready Communities Challenge Grant Carryover: Reflects one-time funding that was provided by the California Energy Commission to assist public agencies in the region to install more EV chargers and provide rebate incentives for multi-family properties to install EV charging stations in their properties. (4-VOTES)	1,453,000	--	1,453,000	--	--
5. Energy Efficiency Conservation Block Grant – Better Buildings Program (BBP): Reflects a decrease in funding for the remaining balance of the BBP fund. (4-VOTES)	(117,000)	--	(117,000)	--	--
Total Changes	6,332,000	(754,000)	4,586,000	2,500,000	0.0
2023-24 Supplemental Changes	50,192,000	0	47,597,000	2,595,000	0.0

GRAND PARK

2023-24 Adopted Budget	10,428,000	0	747,000	9,681,000	0.0
1. Park Operations: Reflects an increase in one-time funding to address public health concerns in public restrooms and vandalism throughout Grand Park. (4-VOTES)	75,000	--	--	75,000	--
2. Park Programming: Reflects an increase in one-time funding in park programming for Jardin de LArtes. (4-VOTES)	35,000	--	--	35,000	--
3. Other County Departments (OCD) Charges: Reflects an increase in services and supplies for charges from other County departments due to cost-of-living adjustments. (3-VOTES)	68,000	--	--	68,000	--
Total Changes	178,000	0	0	178,000	0.0
2023-24 Supplemental Changes	10,606,000	0	747,000	9,859,000	0.0

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

AUDITOR-CONTROLLER

2023-24 Adopted Budget	126,499,000	68,308,000	26,835,000	31,356,000	627.0
1. Property Tax Database (PDB) Mainframe: Reflects one-time funding for hosting costs from the Internal Services Department to maintain the PDB Legacy Mainframe. (4-VOTES)	170,000	--	--	170,000	--
2. Task Management Dashboard: Reflects one-time funding for the Task Management Dashboard oversight tool to help management better manage and monitor audit assignments. (4-VOTES)	400,000	--	--	400,000	--
3. Consultants: Reflects one-time funding to hire consultants to: 1) better optimize audit scheduling and process design (\$50,000); and 2) to revamp the Department's strategic plan (\$150,000). (4-VOTES)	200,000	--	--	200,000	--
4. Lawsuit Settlement: Reflects one-time funding for a lawsuit settlement. (4-VOTES)	408,000	--	--	408,000	--
5. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	247,000	182,000	--	65,000	--
6. Cyber Security: Reflects the Departments proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	19,000	14,000	--	5,000	--
7. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	1,000	1,000	--	--	--
8. Measure U – Utility User Tax: Reflects reallocation or reappropriation of prior-year unspent Measure U – Utility User Tax funding for programs within the unincorporated areas. (3-VOTES)	25,000	--	--	25,000	--
9. Ministerial Adjustment: Reflects the realignment of appropriation for services based on historical and anticipated trends. (3-VOTES)	--	335,000	(335,000)	--	--
Total Changes	1,470,000	532,000	(335,000)	1,273,000	0.0
2023-24 Supplemental Changes	127,969,000	68,840,000	26,500,000	32,629,000	627.0

AUDITOR-CONTROLLER INTEGRATED APPLICATIONS

2023-24 Adopted Budget	50,469,000	30,411,000	6,447,000	13,611,000	0.0
1. IT Project: Reflects one-time carryover funding for the Data and Analytics Hub, which will act as the County's Self Service Portal for analyzing and reporting financial and human resources data. (4-VOTES)	610,000	--	--	610,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

2. Enterprise Systems Maintenance: Reflects an increase in Internal Services Department costs for enterprise systems and data and analytics maintenance. (4-VOTES)	1,126,000	949,000	177,000	--	--
Total Changes	1,736,000	949,000	177,000	610,000	0.0
2023-24 Supplemental Changes	52,205,000	31,360,000	6,624,000	14,221,000	0.0
ASSESSOR					
2023-24 Adopted Budget	237,570,000	18,000	87,589,000	149,963,000	1378.0
1. Assessor Modernization Project (AMP): Reflects one-time funding for the continuation of the AMP-Phase V (\$6.7 million Departmental Additional Fund Balance and \$6.5 million carryover) project. (4-VOTES)	13,187,000	--	--	13,187,000	--
2. Ownership Deed Processing Project Carryover: Reflects one-time funding to procure workflow software that will streamline the change of ownership process and reduce the need for data entry. (4-VOTES)	1,200,000	--	--	1,200,000	--
3. Overtime: Reflects one-time funding for overtime costs to reduce deed backlogs, complete the processing of more complex transfers, propositions, investigations, quality control, and data entry backlogs. (4-VOTES)	5,000,000	--	--	5,000,000	--
4. Legal Services: Reflects one-time funding for outside legal services due to the technical nature and specialized assessment techniques needed to represent the County before the Assessment Appeals Boards. (4-VOTES)	3,000,000	--	--	3,000,000	--
5. Health & Safety Remediation for Map Book Contamination: Reflects one-time funding for historical map book mold remediation damaged by the flooding in the Hall of Records. (4-VOTES)	15,500,000	--	--	15,500,000	--
6. Assets Development Investment Fund (ADIF): Reflects one-time funding to repay the annual ADIF loan for the purchase of the Assessor's East District building. (4-VOTES)	600,000	--	--	600,000	--
7. Tenant Improvements: Reflects one-time funding for the tenant improvements at 325 W. Adams Blvd (\$0.9 million) and 6167 Bristol Parkway (\$0.6 million) regional offices. (4-VOTES)	1,465,000	--	--	1,465,000	--
8. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	208,000	--	65,000	143,000	--
9. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	38,000	--	12,000	26,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

10. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	2,000	--	1,000	1,000	--
11. Ministerial Adjustment: Reflects the realignment of appropriation based on current expenditure trends and to conform to Governmental Accounting Standards Boards (GASB-87). (3-VOTES)	--	--	--	--	--

Total Changes	40,200,000	0	78,000	40,122,000	0.0
2023-24 Supplemental Changes	277,770,000	18,000	87,667,000	190,085,000	1378.0

TREASURER AND TAX COLLECTOR

2023-24 Adopted Budget	94,924,000	10,363,000	50,930,000	33,631,000	490.0
1. Secured Property Tax Auction: Reflects one-time funding to conduct an additional property tax-defaulted auction due to the backlog of parcels caused by the COVID-19 pandemic. (4-VOTES)	1,300,000	--	--	1,300,000	--
2. COVID-19 Impacted Revenue: Reflects a reduction in intrafund transfers from the Department of Public Social Services and property tax-defaulted auction and Public Administrator (PA) estate interest revenues due to the COVID-19 Pandemic. (4-VOTES)	--	(604,000)	(3,845,000)	4,449,000	--
3. Property Tax Database (PDB) Mainframe: Reflects one-time funding for hosting costs from the Internal Services Department to maintain the PDB Legacy Mainframe. (4-VOTES)	170,000	--	--	170,000	--
4. PA Warehouse: Reflects one-time carryover to complete unfinished projects at the PA warehouse. (4-VOTES)	413,000	--	--	413,000	--
5. Treasury Management Funds Transfer System: Reflects ongoing funding for Internal Services Department implementation and maintenance costs for the Funds Transfer System enhancement, fully offset by revenue from the Treasury Management. (4-VOTES)	90,000	--	90,000	--	--
6. Consumer Protection Settlement (CPS) Adjustment: Reflects a net increase for approved CPS programs, fully offset with an increase in intrafund transfers. (3-VOTES)	34,000	34,000	--	--	--
7. Measure U – Utility User Tax: Reflects reallocation or reappropriation of prior-year unspent Measure U – Utility User Tax funding for programs within the unincorporated areas. (3-VOTES)	18,000	--	--	18,000	--
8. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (4-VOTES)	176,000	--	46,000	130,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

9. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	11,000	--	2,000	9,000	--
10. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (4-VOTES)	1,000	--	--	1,000	--

Total Changes	2,213,000	(570,000)	(3,707,000)	6,490,000	0.0
2023-24 Supplemental Changes	97,137,000	9,793,000	47,223,000	40,121,000	490.0

CONSUMER AND BUSINESS AFFAIRS

2023-24 Adopted Budget	58,713,000	15,771,000	14,694,000	28,248,000	162.0
1. Office of Cannabis Management: Reflects one-time funding for the continued development and establishment of an equitable commercial cannabis program and an increase in funding for a Cannabis Retail Access Grant, partially offset by revenue from the state (\$0.5 million). (4-VOTES)	1,075,000	--	475,000	600,000	--
2. Office of Labor Equity: Reflects the addition of 1.0 Consumer and Business Affairs Supervisor and 4.0 Consumer and Business Affairs Representatives III positions for the expansion of the Office of Labor Equity. (4-VOTES)	771,000	--	--	771,000	5.0
3. Stay Housed LA: Reflects one-time funding from the Affordable Housing Trust Fund to continue to support and expand the Stay Housed LA program. (4-VOTES)	5,000,000	--	--	5,000,000	--
4. Administration: Reflects the addition of 1.0 Accountant II position in the Budget and Fiscal Services division to support the increased workload due to new and expanded programs. (4-VOTES)	127,000	--	--	127,000	1.0
5. Office of Immigrant Affairs: Reflects one-time funding for a consultant to provide support, technical assistance, and training to public facing departments for a Countywide language access policy. (4-VOTES)	150,000	--	--	150,000	--
6. Represent LA: Reflects one-time funding for the County's Represent LA program, fully offset by revenue from LA City (\$4.0 million) and intrafund transfers from the Department of Health Services (\$1.0 million). (4-VOTES)	5,000,000	1,000,000	4,000,000	--	--
7. One-Time Funding: Reflects one-time funding for: 1) CEO Strategic Partnership collaboration (\$0.1 million); 2) County Counsel charges (\$0.3 million); 3) dual-proprietorship costs at the Hall of Administration (\$0.4 million); and 4) IT enhancements for various software and system upgrades (\$0.1 million). (4-VOTES)	916,000	--	--	916,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

8. Carryover: Reflects one-time carryover for: 1) CEO Strategic Partnership (\$0.1 million); 2) Program Outreach and Community Engagement (\$0.3 million); and continued consultant services for the Office of Labor Equity (\$0.2 million). (4-VOTES)	461,000	--	--	461,000	--
9. Community Outreach Vehicle (Carryover): Reflects one-time funding for the purchase of two Community Outreach Vehicles/Mobile Offices to expand the Department's footprint within the County and bring services to the communities. (4-VOTES)	500,000	--	--	500,000	--
10. American Rescue Plan Act (ARPA): Reflects one-time carryover of ARPA funds for the continuation of various ARPA programs provided by the department. (4-VOTES)	72,797,000	--	55,125,000	17,672,000	--
11. Guaranteed Basic Income: Reflects one-time funding for the expansion of the Breathe: LA County's Guaranteed Basic Income program, fully offset by intrafund transfers from the Chief Executive Office. (4-VOTES)	79,000	79,000	--	--	--
12. Rental Housing Habitability and Rent Escrow Account Program (RHHREAP): Reflects one-time funding to support the establishment of the RHHREAP, fully offset by intrafund transfers from the Affordable Housing Trust Fund. (4-VOTES)	836,000	836,000	--	--	--
13. Los Angeles Children's Savings Account (CSA) Program: Reflects one-time funding for the third year of a multi-year memorandum of agreement with the City of Los Angeles and Los Angeles Unified School District. (4-VOTES)	109,000	--	--	109,000	--
14. California Earned Income Tax Credit (CALEITC): Reflects one-time funding for the CALEITC Education and Outreach Agreement, fully offset by revenue from the State. (4-VOTES)	1,327,000	--	1,327,000	--	--
15. Stay Housed LA – City of Long Beach: Reflects one-time funding for legal services provided to the City of Long Beach, fully offset by revenue from the City of Long Beach. (4-VOTES)	200,000	--	200,000	--	--
16. Stay Housed LA and Rent Relief: Reflects the transfer of one-time ARPA Land Bank Pilot program funding to support the Stay Housed LA (legal services in support of the RTC ordinance) and Rent Relief programs. (4-VOTES)	25,000,000	--	25,000,000	--	--
17. Consumer Protection Settlement: Reflects a net decrease for approved CPS programs, fully offset with an increase in intrafund transfers. (3-VOTES)	(3,268,000)	(3,268,000)	--	--	--
18. Ministerial Adjustment: Reflects the realignment of appropriation from services and supplies to other charges for annual subscription-based IT arrangements. (3-VOTES)	--	--	--	--	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

19. Other County Departments (OCD) Charges: Reflects an increase in services and supplies charges from other County departments due to cost-of-living adjustments. (3-VOTES)	88,000	--	--	88,000	--
20. Cyber Security: Reflects the Department's proportional share of Cyber Security costs to protect and prevent threats to the County's information assets by adopting and maintaining existing security solutions to reduce the County's risk exposure and expenditures. (4-VOTES)	5,000	--	--	5,000	--
21. Position Reclassifications: Reflects Board-approved reclassifications. (4-VOTES)	--	--	--	--	--

Total Changes	111,173,000	(1,353,000)	86,127,000	26,399,000	6.0
2023-24 Supplemental Changes	169,886,000	14,418,000	100,821,000	54,647,000	168.0

ARTS AND CULTURE

2023-24 Adopted Budget	27,808,000	71,000	9,207,000	18,530,000	51.0
1. Administrative Division: Reflects the addition of 1.0 Administrative Services Manager II position to serve as the departmental Fiscal Manager to oversee all fiscal, contracting, and budget operations, fully offset by a reduction in salaries and employee benefits savings. (4-VOTES)	--	--	--	--	1.0
2. Tribal Consultation Policy: Reflects one-time funding to hire a consultant to assist in the development of a Countywide tribal consultation policy. (4-VOTES)	300,000	--	--	300,000	--
3. Center for Strategic Partnerships (CSP): Reflects one-time funding for the membership cost for participating in the Chief Executive Office's CSP. (4-VOTES)	91,000	--	--	91,000	--
4. Other County Departments Charges: Reflects ongoing (\$29,000) and one-time (\$0.1 million) increases in services and supplies due to cost-of-living adjustments and general increases in services received. (4-VOTES)	169,000	--	--	169,000	--
5. Cyber Security: Reflects an increase in one-time funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (3-VOTES)	1,000	--	--	1,000	--
6. One-Time Revenue: Reflects one-time funding for various Arts Education and Grant programs. (4-VOTES)	8,054,000	--	8,054,000	--	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

7. American Rescue Plan Act (ARPA): Reflects the reappropriation of ARPA funding for the following programs – Arts Relief and Recovery Grants (\$0.8 million); Creative Works Jobs for Artists (\$0.3 million); Reopening Culture, Tourism, and Marketing Initiative (\$0.1 million); Creative Career Pathways for Youth (\$0.2 million); and Arts for Justice-Involved Youth (\$0.2 million). (4-VOTES)	1,586,000	--	1,586,000	--	--
8. Ministerial Adjustment: Reflects the alignment of expenditures due to the implementation of Governmental Accounting Standards Board 87. (3-VOTES)	--	--	--	--	--

Total Changes	10,021,000	0	9,640,000	561,000	1.0
2023-24 Supplemental Changes	38,009,000	71,000	18,847,000	19,091,000	52.0

REGISTRAR-RECORDER/COUNTY CLERK

2023-24 Adopted Budget	254,041,000	14,000	88,931,000	165,096,000	1,170.0
1. Voting Solutions for All People (VSAP): Reflects one-time funding for the VSAP election system model (\$33.5 million) and its upgrade from 3.0 to 4.0 (\$17.0 million) to meet Secretary of State certification requirements. (4-VOTES)	50,546,000	--	--	50,546,000	--
2. Election Adjustments: Reflects one-time funding for various election costs, including sample ballots and vote by mail services, partially offset by election revenue. (4-VOTES)	24,357,000	--	6,109,000	18,248,000	--
3. Information Technology (IT): Reflects one-time funding for various election-related IT needs, including Election and Asset Management Systems consultants, software licenses and support, and scanners and printers. (4-VOTES)	4,149,000	--	--	4,149,000	--
4. Election Management System (EMS): Reflects one-time funding for EMS project management and implementation services. (4-VOTES)	2,300,000	--	--	2,300,000	--
5. Cyber Security - Elections: Reflects one-time funding to provide a dedicated cyber security operations center during elections to protect and prevent threats to the County's network. (4-VOTES)	1,203,000	--	--	1,203,000	--
6. Carryover: Reflects one-time funding for election-related services vehicles (\$0.5 million) and to enhance security, safety, and access of ePollbooks (\$0.5 million). (4-VOTES)	921,000	--	--	921,000	--
7. Enterprise Systems Maintenance: Reflects the Department's proportional share of enterprise systems maintenance costs (formerly eCAPS maintenance). (3-VOTES)	1,000	--	--	1,000	--

**OPERATIONS CLUSTER
FY 2023-24 SUPPLEMENTAL BUDGET
SEPTEMBER 20, 2023**

8. Cyber Security: Reflects an increase in one-time and ongoing funding to centrally protect and prevent threats to the County's information security assets by adopting and maintaining existing security solutions to reduce the County's cyber exposure risk while also reducing the County's overall cyber security expenditures. (3-VOTES)	26,000	--	--	26,000	--
9. Other County Departments Charges: Reflects an increase in services and supplies due to cost-of-living adjustments. (3-VOTES)	306,000	--	--	306,000	--
10. Special Revenue Fund: Reflects an increase in services and supplies fully offset by Modernization and Improvement special fund revenue. (4-VOTES)	790,000	--	790,000	--	--
11. Ministerial Adjustment: Reflects the alignment of expenditures due to the implementation of Governmental Accounting Standards Board (GASB) 87 and GASB 96, and an alignment of employee benefits based on historical trends. (3-VOTES)	--	--	--	--	--
Total Changes	84,599,000	0	6,899,000	77,700,000	0
2023-24 Supplemental Changes	338,640,000	14,000	95,830,000	242,796,000	1,170.0